

posted 9/19/16

MASTER AGREEMENT



Document ID: 00003312 Fiscal Year: 2017
Version: 1 New
Buyer: Kathy Madary *KM*
Buyer Phone: 410-887-3888
Effective Date: 08/01/16 Expiration Date: 07/31/17
Date Printed: August 24, 2016

BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance

Vendor ID: VC005550
WGL Energy Services Inc
13865 Sunrise Valley Dr, STE 200
Herndon VA 20171-4661

Document Description: Electric Supply Services

Approved by County Council:

Not to Exceed:

Reason for Modification:

Extended Description:

RFP #P-146, opened 02/29/2016. Incorporating the BRCPC/Baltimore County Solicitation #P-146, dated 02/29/2016, as amended by Amendments 1, 2, 3, 4, and 5, including, but not limited to, the Proposal Response, Procurement Affidavit, Prime Contractor Minority Information, MBE/WBE documents, and Insurance, as applicable. Supersedes Master Agreement #1985.

This solicitation resulted in twenty-three (23) separate contract awards, one for each BRCPC member.

This is not an order to ship (or begin service). A Delivery Order (DO) or Purchase Order (PO) must be issued before you are authorized to ship (or begin service). This is a notice that the Master Agreement (MA) referenced above has been awarded to you based on the bid (or proposal) you submitted. All terms, conditions and specifications of the solicitation will apply to all orders placed from this agreement. Any agency authorized to purchase from this agreement must issue an order and reference the Master Agreement number, line number and commodity item number for each item. Changes in items to be furnished are not permitted (unless approved by the Purchasing Division prior to delivery). Prior approval must also be obtained before distributors can be added or deleted. If a distributor list was submitted, the contractor must send copies of this award to each distributor. Quantities listed are estimated and no quantities are guaranteed. The contractor must supply actual requirements ordered at the Master Agreement price awarded.

MASTER AGREEMENT

Document ID: 00003312

Version: 1

Vendor: VC005550

Line No.	Commodity	UoM	Unit Price	Discount % Off Catalog \$	Contract Amount
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1	96185	EACH	\$0.5000	0.0000	\$0.00
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Service fee, for providing electric supply services in accordance with Section 2, priced per MWh, as per specifications

2	96185	FCTR	\$0.0000	0.0000	\$0.00
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Carrying charge (if any) on account deficiency as the result of budget billing. Published Index is 3 Month Libor. Adder to index (if any) - noted as annual percentage rate, as per specifications

Renewal Period No: 1	Renewal Begin Date: 08/01/17	Renewal End Date: 07/31/18
Renewal Period No: 2	Renewal Begin Date: 08/01/18	Renewal End Date: 07/31/19
Renewal Period No: 3	Renewal Begin Date: 08/01/19	Renewal End Date: 07/31/20
Renewal Period No: 4	Renewal Begin Date: 08/01/20	Renewal End Date: 07/31/21
Renewal Period No: 5	Renewal Begin Date: 08/01/21	Renewal End Date: 07/31/22
Renewal Period No: 6	Renewal Begin Date: 08/01/22	Renewal End Date: 07/31/23
Renewal Period No: 7	Renewal Begin Date: 08/01/23	Renewal End Date: 07/31/24
Renewal Period No: 8	Renewal Begin Date: 08/01/24	Renewal End Date: 07/31/25
Renewal Period No: 9	Renewal Begin Date: 08/01/25	Renewal End Date: 07/31/26

1. Purchases are subject to the Baltimore County Charter and Article 10, Title 2 of the Baltimore County Code, 2003, as amended. Baltimore County will not be responsible for any goods delivered or services rendered unless covered by an official order signed by the Purchasing Agent or his/her designee. No change, modification, or revision shall be binding upon Baltimore County unless made in writing by the Purchasing Agent or his/her designee. Contractor shall not assign its obligations to perform hereunder in whole or in part without the prior written consent of the Purchasing Agent or his/her designee.
 2. If this Master Agreement, Contract, or Purchase Order is for an amount of \$25,000 or less, the County Executive and the County Administrative Officer are not required by the Baltimore County Code to sign. Accordingly, any such Master Agreement, Contract or Purchase Order that is for \$25,000 or less shall be signed by the Director of the Office of Budget and Finance or his designee as allowed for in the County Code.
 3. The County's Solicitation, Request for Proposal, or Request for Bid, as applicable, shall be incorporated herein in its entirety.
 4. The Contractor may not and shall not amend or modify the terms and conditions of this Master Agreement, Contract, or Purchase Order, as applicable, unless such amendment or modification is in writing and signed by a legally authorized signatory of the Contractor and the County, and the Baltimore County Office of Law.
 5. Invoicing: Invoices must be submitted, in duplicate, to the Office of Budget and Finance, Disbursements Section, Room 148, 400 Washington Avenue, Towson, MD 21204-4665. Invoices must show the vendor's federal tax identification number (FEIN) or social security number, as appropriate and order number and line number(s) that correspond with the order(s). Cash discount periods will be computed either from the date of delivery and acceptance of the goods ordered, or the date of receipt of correct and proper invoices prepared in accordance with terms of Baltimore County's order, whichever date is later. Under no circumstances will interest be paid.
 6. Incorporation by reference: If this purchase order is the result of a written solicitation, the solicitation and response are hereby incorporated by reference.
 7. County Council Approval: Prior approval of the Baltimore County Council is required on contracts for services in excess of \$25,000 per year or in excess of two years.
 8. Fee Prohibition: The contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this agreement, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this agreement. If any suit, claim, or demand shall arise concerning such a fee, the contractor agrees to indemnify, hold harmless, and defend the County from all such claims, suits, or demands.
 9. Discrimination Prohibited: In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this agreement, the contractor shall not discriminate against persons because of race, color, religion, sex, age, political affiliation, national origin, marital status, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment.
 10. Applicable Law: This agreement shall be governed and construed in accordance with the laws and regulations of the State of Maryland and Baltimore County.
 11. Any litigation arising out of or relating in any way to this agreement 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 this agreement 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.
 12. Funding Out: If funds are not appropriated or otherwise made available to support continuation of this agreement in any fiscal year, the County shall have the right to terminate the agreement without prior notice to the contractor and without any obligation or penalty.
 13. Material Safety Data Sheet: 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, 400 Washington Avenue, Room 148, Towson, MD 21204-4665. This applies also to any product used by a contractor when providing a service to the County.
 14. Recycled and Recyclable Products: The contractor agrees that it will not use packaging materials 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.
 15. Copiers, scanners, printers, facsimile equipment and any other office equipment that contain hard drives that have the capability to store data internally, will be required to provide overwrite capability with an option to return hard drives to the County for proper disposal at the end of life.
 16. Termination for Convenience: The County may terminate this agreement, 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 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.
 17. Termination for Default: 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 this agreement 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. Upon termination of this agreement 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.
 18. Indemnification: The contractor shall 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 agreement. The contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.
- The contractor shall also 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 agreement.
19. Defense: Unless notified in writing by the County to the contrary, the contractor shall provide defense for the County, its employees, agents and officials 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.
 20. Property Lost, Damaged or Destroyed: Any deliverables to be provided by the contractor will remain at the contractor's risk until written acceptance by Baltimore County; and the contractor will replace, at the contractor's expense, all deliverables lost, damaged or destroyed by any cause whatsoever.

Reviewed and Approved:

By: Deborah Smeekaw

Director of Budget and Finance
or Director's designee

Baltimore County, Maryland

By: _____

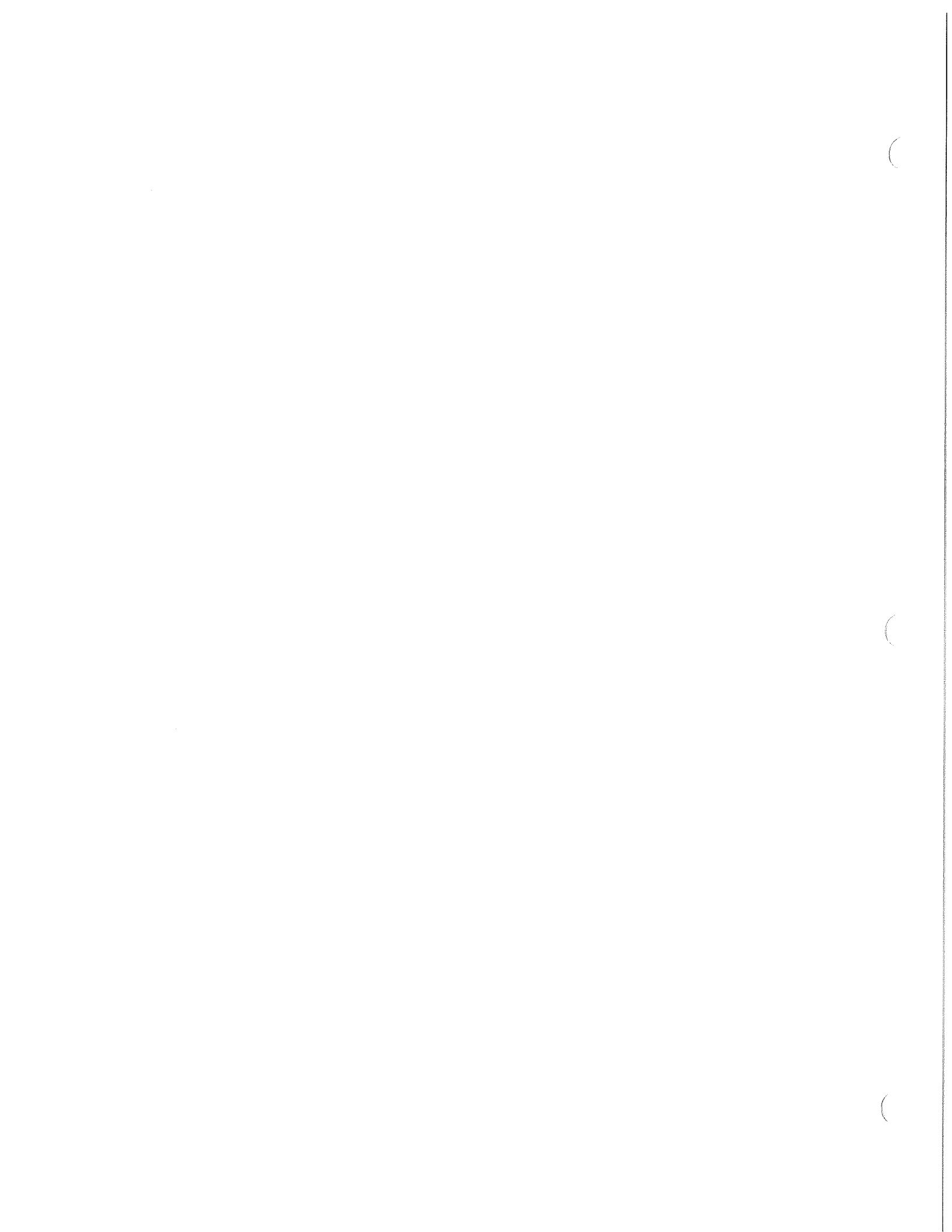
County Administrative Officer

Reviewed for Legal Sufficiency
(based upon typeset document)

By: _____

Baltimore County Office of Law

(approval does not convey approval or disapproval of substantive nature of the transaction)

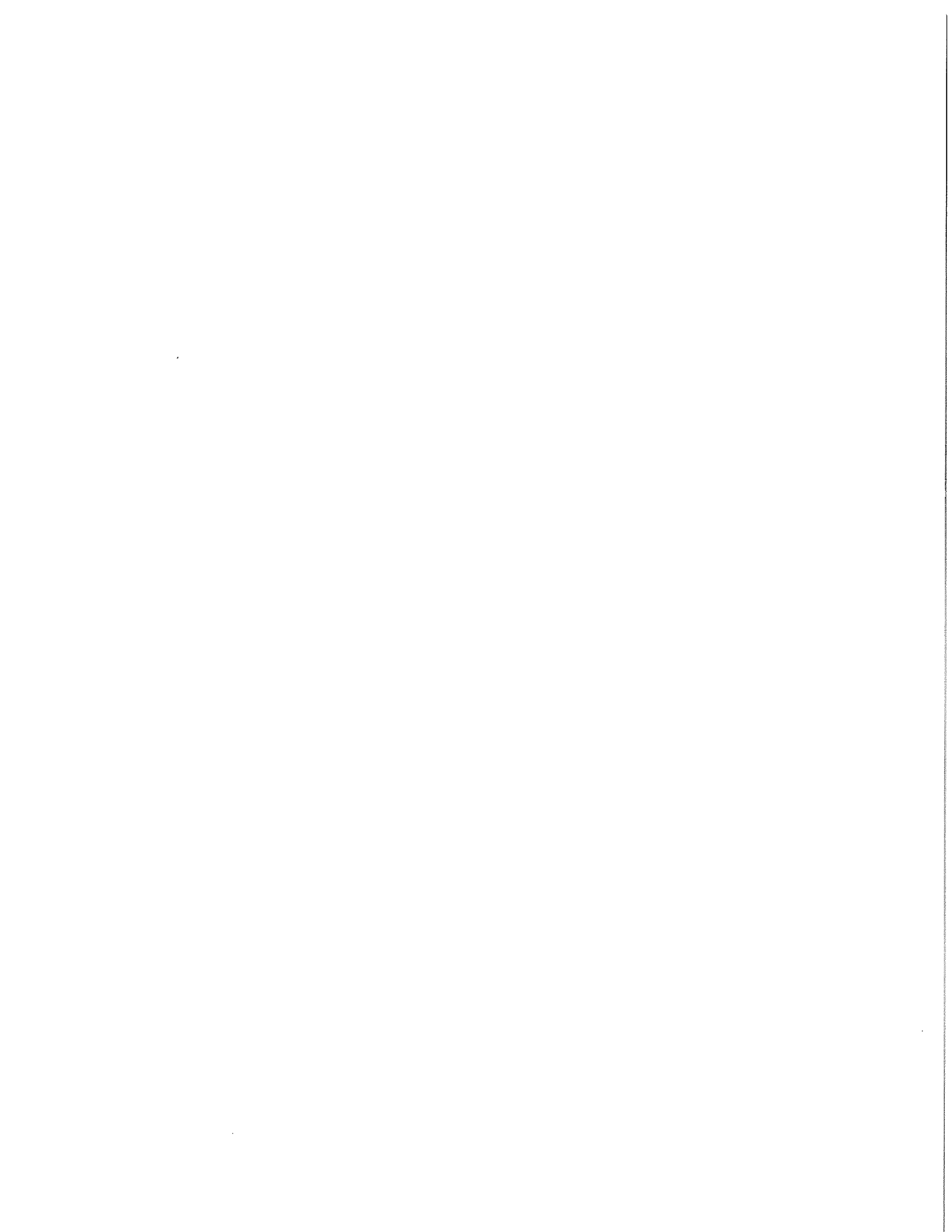


REQUEST FOR PROPOSAL NO. P-146 OPENED 02/29/16 @ 2:15 P.M.
ELECTRIC SUPPLY SERVICES, TERM CONTRACT

Vendor	Constellation Energy Services Inc	Direct Energy
Total Bid	Responded	Responded

Vendor	Mid American Energy Services	Next Era Energy Services Maryland LLC
Total Bid	Responded	Responded

Vendor	Source Power and Gas LLC	WGL Energy
Total Bid	Responded	Responded



2/18/16



Baltimore Regional Cooperative Purchasing Committee

REQUEST FOR PROPOSAL NO. P-146 ELECTRIC SUPPLY SERVICES, TERM CONTRACT

REVISED Due Date: 02/29/16, Time: 2:15 PM

Pre-Bid Conference: 01/19/16, Time: 9:30 AM

Direct all questions to the lead agency:

Kathy Madary, C.P.M., Staff Buyer

Phone: 410-887-3888

Email: kmadary@baltimorecountymd.gov

BALTIMORE COUNTY, MARYLAND

Office of Budget and Finance

Purchasing Division

400 Washington Avenue, Room 148

Towson, Maryland 21204-4665

AMENDMENT NO. 05

DATED 02/17/16

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT
OF THIS ADDENDUM AND RETURN WITH YOUR BID.**

Company Name

Signature

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-146
ELECTRIC SUPPLY SERVICES, TERM CONTRACT**

AMENDMENT NO. 5

The following questions were received by e-mail, and are responded to as follows.

1. **Question:** Insurance Requirements – Will the Contractor be permitted to self-insure for these risks?

Answer: Yes, if the offeror can submit adequate financial backing for the “BRCPC” entities to be confident in their decision to allow the contractor to self-insure.

2. **Question:** Section I.7. “Deliveries” states that each jurisdiction reserves the right to levy a per diem charge for each day services are not delivered. Please advise on what the charge is.

Answer: If Supplier does not deliver energy whereby energy is delivered by utility, Supplier will need to make BRCPC whole by covering the difference in cost between contracted costs and utility costs for the mark to mark hedges, including any additional costs.

3. **Question:** Section II.3. “Reservations” – Would the BRCPC agree to the requested modification to item 3.1?

“3.1 At any time during normal business hours and as often as the County may deem necessary, With a notice of at least 2 weeks, the Contractor shall make available to and permit quarterly 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.”

Answer: No. The clause remains as it appears in the solicitation.

4. **Question:** The sample contract states that it is between the “County” and the “Contractor”. Can we please get confirmation that the actual contract will be with the “participating jurisdiction” and the Supplier and that there is no agreement with the Purchasing Agent?

Answer: Yes, the contract with the solicitation is as stated “a SAMPLE”. Contract award(s) will be between the Entity/Jurisdiction and the Supplier.

5. **Question:** Section VII.14. “Insurance” – Would the BRCPC agree to the requested modification to item 14.3?

“14.3 The Insurer must maintain the insurance coverage required by the County while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form reasonably satisfactory to the County when required.”

Answer: No. The clause remains as it appears in the solicitation.

6. **Question:** Baltimore County Contract: Section 2. “Compensation”. Would the County agree to the requested modification in the last paragraph of item 2.2?

"Original invoices shall be submitted to Office of Budget and Finance, Disbursements, 400 Washington Avenue, Room 148, Towson, Maryland 21204. [DELETE IF NOT APPLICABLE] Copies of invoices shall be sent to [Agency Name and Address]. Invoices in the proper form and approved by the County shall be paid by the County within thirty (30) days of receipt thereof date of invoice. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate."

Answer: No. The clause remains as it appears in the solicitation.

7. **Question:** Baltimore County Contract: Section 26. "Reports/Information/Inspection and Audits". Would the County agree to the requested modification in the first sentence of item 26.2?

~~"26.2 At any time during normal business hours and as often as the County may deem necessary, With a notice of at least 2 weeks, the Contractor shall make available to and permit quarterly inspection and copying by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this Agreement, including, but not limited to, all contracts, invoices, payroll, and financial audits."~~

Answer: No. The clause remains as it appears in the solicitation.

8. **Question:** Would BRCPC consider migrating part of its current capital balance to a new supplier, given that it gives the current supplier a clear advantage in bidding the carrying percentage?

Answer: No. A final settlement would take place with distribution to the participating entities.

9. **Question:** What are the capital balance targets from each contracting entity (BRCPC, Montgomery BOE and the East Shore Trust)?

Answer: Currently, BRCPC's excess working capital balance target is \$10 million, MCBE's excess working capital balance target is \$1.2 million, and ESMEC-ET's excess working capital balance target is \$1.5 million.

10. **Question:** Would BRCPC consider giving its supplier the right to mutually agree to the contract renewal in the 5th year?

Answer: BRCPC would consider revisiting this issue at the beginning of year 5. If we can't mutually agree, adequate time would be needed to issue a new solicitation.

11. **Question:** Would BRCPC consider adding a section that gives the winning supplier the right to not accept the renewal of an entities contract should their credit rating materially decline?

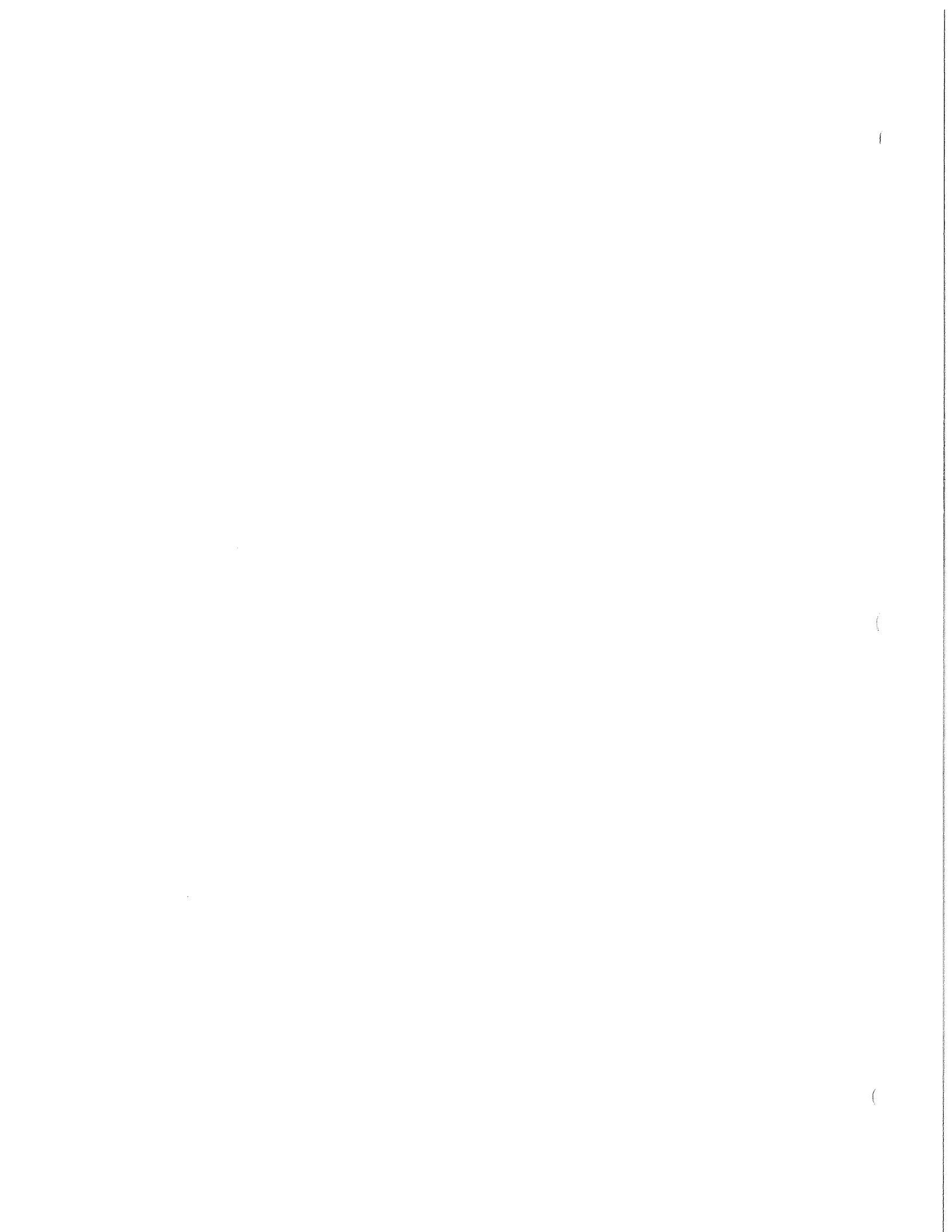
Answer: The three entities are defined as BRCPC, ESMEC-ET, and MCBE. If a jurisdiction member of one of the entities experiences an adverse decline, it will be addressed as noted in Amendment #2. See questions and responses 24 and 27.

12. **Question:** Can a supplier submit a bid contingent upon the Coop accepting certain contractual exceptions?
- Answer:** No. The offeror can submit a list of exceptions, or terms and conditions that they “can’t live with”, to the contract. Be aware that the response may be rejected.
13. **Question:** For section 4.1.3.3 of the proposal requirements, is the parent guaranty required prior to the bid, or can it be issued upon award? What total dollar value should the Guaranty be for?
- Answer:** The guaranty must be with the submittal, and the assurance must be already in place at the time of bid submission.
14. **Question:** How often has an Entity/member terminated a supply agreement for its convenience?
- Answer:** Never.
15. **Question:** Provide a cure period in the event a customer claims the supplier is in default.
- Answer:** Please refer to the sample contract section for Default, Section 8. There is no specified cure period.
16. **Question:** If Supplier is required to use the sample contract form provided, should it send its proposed contract edits in advance of its bid submission or with its submission?
- Answer:** Suppliers are not expected to edit the sample contract but objections to standard clauses in the sample contract should be submitted with the proposal. The revisions may or may not be accepted, and the response may or may not be rejected.
17. With respect to Affirmation of Nondiscrimination in Employment:
- Question:** Please confirm that failure to expressly state in its solicitations and advertisements for employment that applicants will receive consideration for employment regardless of any “refusal to submit to a genetic test or make available the results of a genetic test” shall not disqualify any supplier from being awarded under the RFP nor be deemed a default under any resulting award.
- Answer:** Suppliers must conform to Maryland State Law.
18. With Respect to Insurance Requirements:
- Question:** Section 14.2.2 Is Cyber Insurance required? If so, what is the limit?
- Answer:** Yes, Cyber Insurance is required as stated in Section 14.2.2 “Cyber Insurance – Please state the amount of coverage in your proposal response”.

19. **Question:** What is the time frame for the BRCPC entities to opt out from the next option year and will the final entity list be known prior to hedging for that period?

Answer: Entity list is expected to be the same during the contract term. If an entity options out, adequate notice would be given to settle the accounts.

20. All other terms and conditions remain the same.



112-#4
2/15/16



**Baltimore Regional Cooperative Purchasing
Committee**

**REQUEST FOR PROPOSAL NO. P-146
ELECTRIC SUPPLY SERVICES, TERM CONTRACT**

REVISED Due Date: 02/29/16, Time: 2:15 PM
Pre-Bid Conference: 01/19/16, Time: 9:30 AM

Direct all questions to the lead agency:

Kathy Madary, C.P.M., Staff Buyer
Phone: 410-887-3888

Email: kmadary@baltimorecountymd.gov

BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance
Purchasing Division
400 Washington Avenue, Room 148
Towson, Maryland 21204-4665

**AMENDMENT NO. 04
DATED 02/09/16**

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT
OF THIS ADDENDUM AND RETURN WITH YOUR BID.**

Company Name

Signature

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-146
ELECTRIC SUPPLY SERVICES, TERM CONTRACT**

AMENDMENT NO. 4

The following clarifications are issued for this solicitation.

1. **The proposal due date is hereby changed from Thursday, February 18, 2016 at 2:15 p.m. to Monday, February 29, 2016 at 2:15 p.m.**

2. A revised Bid Reply Label is attached.

3. On page 30 of the RFP, revise the following proposed procurement schedule as follows:

5.5	February 29, 2016	-	Vendor proposals due by 2:15 p.m. EST
5.6	March 17, 2016	-	Short list offerors notified
5.7	March 30, 2016	-	Oral Discussions with short list offerors
5.8	April 6, 2016	-	Contractor selected
5.9	April 29, 2016	-	Contract documents drafted and approved
5.10	July 5, 2016	-	Contract documents executed and contract awarded
5.11	July 6, 2016	-	Contract start-up
5.12	September 1 – 30, 2016	-	Physical delivery begins

4. All other terms and conditions remain the same.

VI. BID REPLY LABEL

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

REQUEST FOR BID	
<hr/>	
NO. P-146 <i>02/29/16, 2:15 PM</i> ELECTRIC SUPPLY SERVICES, TERM CONTRACT	
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





**Baltimore Regional Cooperative Purchasing
Committee**

**REQUEST FOR PROPOSAL NO. P-146
ELECTRIC SUPPLY SERVICES, TERM CONTRACT**

Due Date: 02/18/16, Time: 2:15 PM
Pre-Bid Conference: 01/19/16, Time: 9:30 AM

Direct all questions to the lead agency:

Kathy Madary, C.P.M., Staff Buyer
Phone: 410-887-3888

Email: kmadary@baltimorecountymd.gov

BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance
Purchasing Division
400 Washington Avenue, Room 148
Towson, Maryland 21204-4665

**AMENDMENT NO. 03
DATED 02/05/16**

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT
OF THIS ADDENDUM AND RETURN WITH YOUR BID.**

Company Name

Signature

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-146
ELECTRIC SUPPLY SERVICES, TERM CONTRACT**

AMENDMENT NO. 3

The following questions were received by email, and are responded to as follows.

- 1. Question:** Can a supplier who is not a public entity and therefore not publicly rated offer an alternative to meet the investment grade credit requirement?

Answer: Yes for those suppliers who are not a public entity or owned by a rated public entity, they may offer alternative credit enhancements for BRPCPC's consideration.
- 2. Question:** Is a bid deposit required for this RFP?

Answer: No.
- 3. Question:** Will a separate "Contract" for each Participating member be required?

Answer: Yes a separate contract is required for each participating jurisdiction in BRPCPC. There will be an additional separate contract for ESMEC-ET and another for MCBE.
- 4. Question:** "Cooperative Purchase" clause on Page 33 of 40. Is this section intended to allow any BGE or non-BGE group (school districts, colleges, etc.) to join this contract under identical contractual and pricing terms without negotiation of any extenuating billing or reporting requirements of the new group?

Answer: Yes for BGE group, no for non-BGE group.
- 5. Question:** "Wind-down of Supply Services Agreement". How will PJM market settlement tariff changes that require a Settlement "C" or other mandatory bi-lateral settlements extending beyond the 120 day Working Capital True-up period be reconciled between BRPCPC and Contractor?

Answer: Contractor will be responsible for any and all PJM settlements that occur up to and including the 60 day settlement covering the last physical delivery month.
- 6. Question:** Will separate proposals for Montgomery County Schools (MCPS) and ESMEC groups be required on same date as BRPCPC proposal? Will MCPS & ESMEC be awarded independently of the BRPCPC RFP?

Answer: Yes, they are all due the same day. Suppliers are not required to bid on all three purchasing groups. See Question and Answer #24 from Amendment #2 regarding awards.
- 7. Question:** Baltimore County – **Contract** Questions:

Section 2.1 – Compensation – This section should be revised to comply with Service Fee and Working Capital Fee structure.

Section 2.2 & 2.7 - Request the creation of Attachment D to simplify insertion of Billing Addresses and Notice Addresses.

Section 2.3 – Not Applicable.

Section 3.2 – add 60 day notice to the “written notice of non-renewal” sentence to avoid operational issues with scheduling and delivery on wholesale blocks.

Section 22 – Failure to appropriate funds for a future year. Request addition of “60 day notice”

Section 26.3 & 26.4 – Not applicable for Contractor’s with Annual Audited F/S.

Section 29 & 33 – Not applicable.

Answer: Contract clause revisions would typically be discussed after successful bidder’s selection.

8. RFP Structure:

A) Is the Good Standing Certificate referenced in I.19.3 required with the RFP response, or only if awarded?

Answer: No. A contractor’s Good Standing is checked online. If there are any issues, the contractor must resolve before any award can commence.

B) Professional Liability / Errors and Omissions Liability Insurance – do you intend for this requirement to apply to this contract even though the contract concerns the supply of energy rather than professional services? There is a similar reference to medical malpractice/professional liability/errors & omissions liability insurance in Section V, page 21.

Answer: Errors and Omissions and Medical insurance requirements do not apply to this solicitation.

C) How do you see the per diem charge described in section 7.3 being calculated in a contract for electricity supply?

Answer: All accounts need to be enrolled in dedicated subaccount by the start date requested. If this does not occur as a result of supplier error or delay, supplier will need to make client whole on cost/credits until such date that accounts are enrolled

D) Please provide the preferred form of novation agreement to be used if the Contractor is successful in the bid award.

Answer: Preference is to have predecessor supplier deliver/settle monthly with the successor supplier through block term expiration. If a novation is needed a mutually acceptable novation form will be developed.

E) Deliveries – In section 7.1, all deliveries shall be FOB Destination and delivery costs and charges shall be included in the bid price. Please confirm that the destination is defined as the interconnection between the transmission system and the utility.

Answer: All energy to be delivered to the destination point, with the destination point defined as the interconnection between the transmission system and the utility.

9. Termination for Convenience/Appropriation:

A) Please explain the method by which Contractor is to be kept whole if an Entity loses funding or if its performance is delayed or prohibited as contemplated by RFP Section II.3.1.

Answer: Entity is obligated to make payment for all physical delivery while enrolled with Supplier. In addition, any open hedges will be liquidated by Supplier and any losses on that liquidation will be paid by the Entity (and gains on liquidation are paid to the Entity net of any amounts due from physical delivery).

B) Please confirm the method by which Contractor is to be kept whole if an Entity terminates for convenience.

Answer: Same as above

10. Operations:

A) Do the 23 jurisdictions listed in Background section 1.2 represent the Entity level billing noted in section 2.2.6.4? If so can you confirm that you are requesting summary/group invoices billed by the Supplier each month to each unique Entity directly, consisting of an individual \$ rate per kWh for each of the 3 billing segments noted in section 2.2.6.3? No utility billing is required?

Answer: Each of the 23 jurisdictions listed are separately summary billed each month with the following exceptions:

Baltimore City - Has 4 separate summary bill groups

Howard County Government - Has 8 separate summary bill groups

BRCPC has a total of 33 summary bill groups each month.

No utility billing is required.

B) In section 1.5, you indicate that the physical delivery of power will begin with the BGE September 2016 meter read dates. Per the BGE 2016 meter reading schedule, cycle 1 accounts are scheduled to read on 8/31/16. Please confirm all cycle 1 accounts, should enroll on the 8/31/16 and NOT the following read of 10/3/16 date.

Answer: Yes, cycle 1 accounts should enroll on 8/31/16.

11. Section I.7. "Deliveries" states that each jurisdiction reserves the right to levy a per diem charge for each day services are not delivered. Please advise on what the charge is.

Answer: If Supplier does not deliver energy whereby energy is delivered by utility, Supplier will be need to make BRCPC whole by covering the difference in cost between contracted costs and utility costs.

12. **Section VII.2. "Scope":**

A) Would the BRCPC agree to the requested modification to item 2.2.6.4?

*"2.2.6.4 Supplier will bill the three rate classes at a fixed \$ rate per KWh based on BRCPC approved billing rates provided by entity or its representative and subject to agreement by the Supplier which will not be unreasonably withheld. Billing rates can be changed up to three times per year, however it is anticipated that in most cases billing rates will be adjusted twice per year (summer rate and non-summer rate). Supplier will bill Entity's accounts on a monthly basis based on the utility monthly metered usage for each account. **The date for when usage will be billed monthly will be mutually agreed upon by both parties.** The billing will include the account number, utility name, service address, building name, utility rate class, meter read from date, meter read to date, KWh usage for service period, billing rate (\$/KWh) and \$ billed amount (equal to metered KWh x billing rate). Supplier will issue hard copy summary bill(s) via U.S. mail and an excel spreadsheet listing the billing information listed above which it will send to each Entity member and copy the EA via email each month. Monthly billing is payable within 30 Business Days ~~of receipt~~ **from the date of invoice.**"*

Answer: The date the Supplier will bill the accounts will be no later than the 5th business day of the following month. For example, the October billing month covers the September meter read to the October meter read date service period. The bill date for the usage for that service period should be no later than November 7th (for 2016). There is no change to the last sentence in the paragraph. Billing is payable within 30 Business Days of receipt.

B) Also, will any special billing components be required to be in the invoice other than what is mentioned in item 2.2.6.4?

Answer: No.

13. Section VII.2. "Scope" – Regarding Supplier Reporting to be provided, would the BRCPC be open to negotiating and mutually agreeing on a date that monthly reports are due? Some samples were provided regarding the Supplier Reporting package; does the County anticipate any additional requirements for reporting. This will need to be developed, so as much clarification on what the BRCPC requires is appreciated.

Answer: No report due dates are established in order to meet BRCPC reporting requirements.

14. **Question:** Please advise if the 3 entities require separate sub-accounts? Or 1 sub account for each entity?

Answer: A separate sub-account is required for each purchasing group. BRCPC, ESMEC-ET and MCBE are each separate purchasing groups.

15. **Question:** Please advise who currently owns the sub-accounts? PJM or each of the entities?
- Answer:** The sub-account is owned by the supplier. BRCPC is responsible for all charges to the sub-account.
16. **Question:** Please advise if adding and deleting entities to the contract is mutually agreed upon.
- Answer:** Entities who qualify and whose accounts are behind BGE may be added or deleted at the sole option of BRCPC.
17. **Question:** How many years in advance does BRCPC plan to purchase Blocks and RECS (given that liquidity tends to be lacking beyond 3-4 years)?
- Answer:** Generally BRCPC looks to purchase blocks covering portions of physical delivery for the third year beyond the current fiscal year. For instance BRCPC purchased a block covering FY2019 during FY2016. The hedge guidelines have been previously provided.
18. **Question:** Can the Cooperative disclose the open blocks with its current supplier and who the wholesale counterparty is?
- Answer:** The open block schedule is included in Amendment #2. If a novation is required counterparties will be disclosed to the selected bidder at the appropriate time.
19. **Question:** Can BRCPC confirm that forward block purchases, outstanding invoices, any negative capital balance and REC purchases are all considered "reasonable costs" in Section 12 (Termination) and are not considered "anticipatory profits"?
- Answer:** Yes, these would be considered reasonable costs.
20. **Question:** What remedy do suppliers have in this contract if an entity has outstanding invoices past their due date?
- Answer:** See Question and Answer #29 in Amendment #2. Supplier can earn cost of carry on deficient working capital balance. Intention and demonstrated history is to hold excess working capital balance.
21. **Question:** Would BRPPC entertain adding a broad contract term covering the need to negotiate an amicable solution related to the introduction or change in current laws, tariffs, PJM retail access price components or FERC regulation?
- Answer:** BRCPC is responsible for all costs charged to the PJM Sub-Account.

22. **Question:** Does the Coop have a score sheet that shows the relative weighting to each of the evaluation criteria (Experience, Financial Stability, etc.)?
Answer: No.
23. **Question:** The sample contract states that it is between the "County" and the "Contractor". Can we please get confirmation that the actual contract will be with the "participating jurisdiction" and the Supplier and that there is no agreement with the Purchasing Agent?
Answer: Contract award(s) will be between the Entity and the Supplier.
24. **Question:** In Section 8 of the contract, regarding Remedies for Default, would the BRCPC agree to the Supplier having the right to terminate for default by the participating jurisdictions under the contract and to pay for reasonable costs which are the positive difference, if any, between the contract price of the electricity for the remaining term of such terminated transaction and the market price of the electricity for the remaining term of such terminated transaction?
Answer: No.
25. **Question:** Please confirm that the only cost components for which BRCPC intends to execute fixed price hedges are energy blocks and REC purchases, with all other costs to be passed through as they are incurred.
Answer: Yes – this is correct.
26. **Question:** Please provide an estimate of how many block purchase transactions you anticipate executing in a given month and/or year.
Answer: There will be less than 10 block purchases per year.
27. **Question:** Please confirm that the service fee is intended to incorporate any potential broker fees or transactional costs related to block purchase transactions.
Answer: Only one fee – the service fee. No other fees/premiums, and no adders on block.
28. **Question:** If possible, please provide BRCPC's block purchase schedule for any existing hedges.
Answer: The block purchase schedule is included in Amendment #2.
29. **Question:** Please confirm whether dual or single billing is requested for budget billing.
Answer: Dual summary billing, supplier bills entities directly.

- 30. Question:** Please describe the payment method to be used by BRCPB (i.e.: check).
- Answer:** Check unless individual entities arrange alternative payment mechanism with Supplier.
- 31. Question:** Please confirm that the target excess working capital balance of \$10 million is expected to be in place within approximately 12 months; if not, please provide further clarification.
- Answer:** See Questions and Answers #14 and #15 in Amendment #2.
- 32. Question:** Please confirm that in the event an entity or entities terminate their contract and the associated hedges are not allocated to the remaining BRCPB members for any reason, that the terminating entity or entities will be responsible for any losses incurred as a result of the liquidation of any existing hedges.
- Answer:** In the event that an entity or entities terminate their contract, and the remaining members do not agree to absorb the hedges, the departing entities would be responsible for the losses on hedge liquidation.
- 33. Question:** Please provide further clarification as to whether we will be evaluated on our intent to utilize a MBE/WBE to support this particular opportunity *OR* evaluating the extent to which we as a business utilize vendors in our overall business.
- Answer:** Although there is not a MBE subcontracting goal specified in the solicitation, it is one of the evaluation criteria and points will be awarded to any firm including MBE subcontracting in their proposal.
- 34. Question:** Accounts will need to be set up as dual billing (not bill ready) to support whatever structure we define. Is the expectation for the end user to be billed by the UDC or the supplier?
- A)** If entities are to be billed by the supplier, please provide further explanation on how the entities wish invoices to be bundled (summary bill by entity? Broken out by rate class? Etc.)
- Answer:** Supplier bills entities directly.
- 35. Question:** Are all of the accounts on a synchronized bill cycle?
- Answer:** Accounts are billed each month based on utility meter read dates. For example the October billing month would include billing for the September to October meter read date service period.
- 36. Question:** Please provide key elements required by report for all of the monthly and quarterly reports.
- Answer:** Already provided in the report examples provided.

37. **With Respect to Product Structure:**

Question: How does participation work in the consortium for the participants?

Answer: The BRCPC energy board meets monthly and all members are welcome to attend and participate. The members also participate through the BRCPC member group emails coordinated by the Energy Board Chairperson.

38. **Question:** Can participation change over the term either growing or shrinking the load?

Answer: Yes.

39. **Question:** Do we know all the loads prior to pricing?

Answer: Yes the load for FY 2015 was provided as part of the solicitation. That load has remained stable over the last four years.

40. **Question:** What is our recourse if BRCPC pays us late? Address Appropriations risk. Can the supplier charge late fees? If so what % interest?

Answer: Supplier can assess deficient working capital balance charge (if charge included in pricing sheet). No late fees can be charged. If an entity is perpetually late, EnerNOC and Energy Board will work with that entity to become current. If unsuccessful entity could be subject to expulsion from the portfolio.

41. **Question:** What is the alerted period for renewal?

Answer: Contract automatically renews unless notified otherwise. If the contract is not renewed BRCPC would need to provide at least 90 days' notice.

42. **Question:** Is EnerNoc willing to sign a Non-disclosure agreement with Constellation regarding our references for PJM Subaccounts?

Answer: No, all information submitted by bidders is viewed as confidential.

43. **Section 2.2.5 REC Purchases from Entity Owned Renewable Projects:**

Question: When purchasing qualifying RECs, we cannot point to a specific facility; we do it on a portfolio basis. Is this treatment acceptable?

Answer: As long as an equal REC quantity at the contract price of the term agreement is assigned to BRCPC portfolio for Maryland RPS compliance purposes.

44. **Question:** What is the offer price to buy/retire RECs, charge rate from RPS costs in order to comply?

Answer: For term REC purchases with the member entities, BRCPC negotiates a price with that member with the assistance of its Energy Consultant (EnerNOC).

45. **Question:** Do we have to buy/sell at 1 time, together as one entity?
Answer: Term purchases are executed at one time, delivery is usually made at the end of each calendar year or shortly thereafter.
46. **Question:** Are we adding the REC credit back to the fixed rate budget bill?
Answer: All MD RPS REC purchases are baked into the fixed budget billing rates.
47. **Question:** Please provide inventory list of current renewable facilities (type, size, location)
Answer: See the attached schedule in Amendment #2.
48. **With Respect to Subaccount Charges after Termination:**
Question: In the pre bid meeting, if the account terminates, EnerNoc mentioned that supplier would have 60 days to pass through incurred subaccount costs. The RFP states 120 days. Please confirm. We also need to understand what the process will be to collect any outstanding subaccount charges after flow ends. Meaning, would we send a standalone invoice to each entity or would BRCP expect the charges to be allocated down to the account level?
Answer: As stated in Section 2.2.12.1.2, the final settlement with the supplier (referred to as Working Capital True-Up) is to occur within 120 days after the last regularly scheduled monthly billing. The final settlement includes charges to the sub account up to and including the 60 day settlement for the last physical delivery month.
49. **With Respect to the PPA Agreement:**
Question: How is the budget bill derived?
Answer: EnerNOC estimates the portfolio supply costs for the upcoming fiscal year and then determines the fixed budget billing rates based on the portfolio costs and taking into consideration the current working capital balance and targeted working capital balance. The billing rates are adjusted if there is significant deviation between budget and actual costs.
50. **Question:** What existing PPAs are in place today?
Answer: None.
51. **Question:** Are the incurred costs to be spread across all accounts or just the PPA account?
Answer: Spread across all accounts.
52. **Question:** With respect to section 2.2.13, would the power purchases be used to serve the Entities' load?
Answer: Yes.

53. **Question:** With respect to section 2.2.13, would the EA be open to a structure whereby the power purchased through the PPA is liquidated in PJM?
- Answer:** Yes PPA's could be settled physically or financially.
54. **Question:** When purchasing blocks, how is the allocation done? Is it by billing rate class or a % contribution by account to total load? Please clarify.
- Answer:** There is no allocation of blocks. Monthly block settlements are part of the total supply portfolio cost and as such are baked into the billing rates.
55. Presuming EA is aware that there can be only one retail supplier for the Entity/members/participating jurisdictions retail load, confirm that Supplier should interpret Section 2.2.13 (Accommodate Power Purchase Agreements) to be for the purchase of wholesale power and/or provide further details on the intent of this section;
- A) Specifically with respect to Section 2.2.13, Supplier would like to understand whether the power purchased via a PPA would be to serve the load?
- B) Also with respect to Section 2.2.13, to the extent such transactions are not fully ready for discussion, the Supplier would like to confirm such transactions would be at both parties' mutual consent as negotiated in good faith.
- Answer:** Intent of PPA is to serve the load. The PPA cost (price x quantity) is passed through to entities by being baked into the fixed billing rate. Since the Supplier is the conduit between the PPA seller and the PPA offtaker (BRCPC) Supplier will have input but not mutual consent.
56. **With respect to agency/authority issues:**
- Question:** Confirm whether each customer will individually execute a contract with Supplier or does BRCPC, ESMEC and MCBE intend to execute on behalf of each Entity/member/participating jurisdiction?
- Answer:** Each participating BRCPC member listed on page 23 of the solicitation will execute a contract with Supplier. ESMEC-ET (a separate legal entity trust) and MCBE will each execute a separate contract with the Supplier.
57. **Question:** To the extent that BRCPC, ESMEC or MCBE are the counterparties to the supply contract instead of the Entities/members/participating jurisdictions, please confirm that BRCPC, ESMEC or MCBE will not take title to the power and resell it to the Entities/members/participating jurisdictions.
- Answer:** BRCPC will not be a counterparty to the supply contract, only the individual members will be. ESMEC-ET will not take title to the power and resell it. MCBE is a standalone entity and therefore would not sell to itself.
58. **With respect to Termination:**
- Question:** How often has an Entity/member terminated a supply agreement for its convenience?

Answer: Never.

59. Clarify what costs Supplier could expect to be reimbursed; *The successful bidder will not be reimbursed for any anticipatory profits, which have not been earned up to the date of termination by any participating jurisdiction or BRCPC.* We need clarification if this assumes mark-to-market exposure if supplier is in the money.

Answer: BRCPC is responsible for any losses and entitled to any gains on liquidation of hedges.

60. **Question:** Regarding the budget billing program, can we go after and try to collect on the mark-to-market position if an entity defaults? Specifically, if we owe the customer a credit from this program and they are terminated, can we apply that credit to the mark-to-market position if we are in the money?

Answer: BRCPC is responsible for any losses and entitled to any gains on liquidation of hedges. The gain or loss would be part of the final settlement with the entity(s).

61. **Question:** We need clarification around non-payment. **Note from Pre-Bid Meeting:** "If a member isn't paying, it will impact the entire group as it will be reflected in the Aging Reports. This would be raised to BRCPC Committee engagement and after following due process, they would be kicked out if they did not pay." How would this apply for ESMEC where one consortium signs on behalf of all the entities?

Answer: Continued delinquency of an ESMEC-ET member would result in termination from ESMEC-ET membership.

62. **With respect to the following General Terms and Conditions:**

Question: With respect to Bilateral Transactions, any wholesale fixed price blocks Supplier must procure or purchase at the Entity's (or its authorized representative) direction must be a physically-delivered transaction and therefore not a financially-settling swap transaction. In addition, any such physically-delivered wholesale energy transactions will be entered into by Supplier's affiliated wholesale energy trading entity. The end result would be the same, i.e., the Entity will have purchased an electric fixed rate block which would be settled monthly on Supplier's invoice to each Entity.

Answer: BRCPC is indifferent as to whether the Supplier chooses to execute block purchases with wholesale counterparties that settle physically in BRCPC's sub account or settle through a financial-settling swap transaction.

63. **Question:** With respect to Bilateral Transactions, provide additional information on the intent of the sentence which states that "during the normal course of business...Entity reserves the right to direct Supplier to sell any such commitments made via bilateral transactions in the same manner as purchases."

Answer: It is not BRCPC's intention to liquidate hedges and BRCPC has not done so since the inception (2006) of the structured sub account procurement model. However BRCPC desires to maintain that option should some unforeseen circumstance(s) arise.

64. **Question:** With respect to assisting the EA in the selection of transmission paths, Supplier could agree to do so only to the extent such actions do not conflict with any applicable rules, laws or regulations to either party. Supplier believes a pre-bid discussion regarding this issue would be useful to both parties.

Answer: EA Agrees.

65. **With respect to Transition from Predecessor Supply Services Provided Agreement:**

Question: Provide more details regarding the process of transferring and novating the existing block purchases and/or REC Purchase Commitments.

Answer: Regarding open block purchases, BRCPC's preference is to arrange for the Predecessor Supplier to deliver/settle monthly with the successor Supplier over the remaining term of the open blocks. If this arrangement cannot be accommodated, then BRCPC would seek to arrange novation of open blocks with the existing counterparties from Predecessor Supplier to Successor Supplier. Regarding open REC Purchase Commitments, BRCPC would arrange novation of REC purchase commitments with the existing sellers from Predecessor Supplier to Successor Supplier.

66. **Question:** Can you please provide clarification on the treatment of Novation vs. Transfer? What is the difference?

Answer: Refer to 2.2.11.1.1

67. **Question:** Supplier will not liquidate/sell blocks for BRCPC for economic reasons. Please confirm.

Answer: See response to question 63.

68. Please provide a block and SREC schedule of current hedges that will be novated/transferred, size, type (on, off, rtc, solar, tier 1/tier 2) and term. Would we assume the transfer/novation at the executed rate and will list of counterparties be provided to the winning supplier?

Answer: See the schedules attached in Amendment #2 for the first part of the question.

69. **Question:** Will you provide us with a redacted version of a sample novation agreement in advance of the February Due Date?

Answer: No.

70. **With respect to the Term of Agreement:**

Question: At the time the contract is renewed, will the Supplier be able to adjust its service fee for the renewal term?

Answer: No.

71. With respect to Sample Form Contracts:

Question: If each Entity/member/participating jurisdiction intends to execute a contract with supplier, will it be on the same template provided in the RFP, or can Supplier use its own retail supply contracts?

Answer: Same template provided in the RFP.

72. With Respect to Parent Guarantee from a Rated Entity:

Question: What dollar amount would satisfy this requirement? Subject to a strong credit rating of a supplier, is it necessary to provide a parental guarantee or will the strong credit rating be acceptable on its own?

Answer: If Supplier contracting entity holds investment grade credit rating, no parental guarantee required.

73. Question: Will BRCPC, ESMEC-ET, and MCBE require individual sub accounts or are they to be all included in one sub account?

Answer: Each requires a separate sub account.

74. Question: Walters Art Gallery is listed on 1.2 of the RFP as a participant in BRCPC, but is not included on the November BRCPC_Enrolledlist_Billing file. Is this customer to be included?

Answer: Yes.

75. Question: How does the coordination of the Day Ahead Scheduling work between the Supplier and the EA? Does the EA currently provide a Day Ahead schedule to the supplier?

Answer: See Questions and Answers #25 and #33 in Amendment #2.

76. Question: Is the supplier responsible for paying any fees or commission to Customers' energy consultant?

Answer: No.

77. Question: For BRCP, will the budget billing rates be the same for each member (based solely on rate class), or can they be different for each member?

Answer: Same for each member.

78. Question: Is the true up for actual vs. billed costs done at an account level, member level, or BRCPC, ESMET-ET and MCBE portfolio level?

Answer: Portfolio level.

79. Question: Is the true up accomplished through a go forward rate change or could there be a line item settlement?

Answer: Go forward rate change.

80. Question: What types of transactions are considered cash disbursements from working capital?

Answer: All payments made by Supplier for Supply Costs on BRCP's behalf. Includes all PJM charges and credits, block settlements, MD RPS renewable costs, supplier fees, working capital cost of carry charges (if any), MD PSC fees and Supplier LDC fees.

81. Question: With regard to Data Access, can the supplier provide a download of the PJM charges in excel format, or is read access to eSuite applications a requirement?

Answer: Read access to eSuite is a requirement.

82. Question: The sample contract does not address electricity supply, will there be a specific exhibit for this service that we can review? Are we able to review the existing Agreement?

Answer: Electric supply is addressed in Section VII, General Conditions and Specifications of the solicitation.

83. Question: On the Monthly Invoice Summary, is the "Portfolio Balance Deficiency Carry Cost (if any)" the same as the "Working Capital Carrying Charge percentage" that is requested?

Answer: Yes.

84. Question: Please advise how to move forward on the account data issues:

Answer: BRCP's FY 2015 KWh usage was provided as part of the solicitation and this usage has remained stable over the last four years. BRCP believes this is sufficient for suppliers to price their service.

Account #	Entity	Data Issue
4846505236	AA County Community College	12 Months zero usage
1765552809	AA County Gov	No data
8262791279	AA County Gov	No data
4314764746	AA County Gov	12 Months zero usage
0899958596	AA County Gov	No data
5460897717	AA County Gov	12 Months zero usage

1558830902	AA County Gov	12 Months zero usage
6390462053	AA County Gov	12 Months zero usage
3381389763	AA County Gov	12 Months zero usage
6348825262	AA County Gov	12 Months zero usage
8246746812	AA County Gov	No data
5964295203	AA County Gov	12 Months zero usage
3595609670	AA County Gov	12 Months zero usage
6121565772	AA County Gov	12 Months zero usage
0821159419	AA County Gov	No data
8996188250	Anne Arundel County Public Schools	No data
6642454939	Anne Arundel County Public Schools	No data
2949660450	Anne Arundel County Public Schools	No data
6534455346	Anne Arundel County Public Schools	No data
2053552808	Anne Arundel County Public Schools	No data
7527960454	Anne Arundel County Public Schools	No data
6264560449	Anne Arundel County Public Schools	No data
9249687816	Anne Arundel County Public Schools	No data
6114260459	Anne Arundel County Public Schools	No data
6042588267	Anne Arundel County Public Schools	No data
5963256742	Anne Arundel County Public Schools	12 Months zero usage
8110643626	Anne Arundel County Public Schools	12 Months zero usage
5223521590	Baltimore City Government	No data
1482818951	Baltimore City Government	No data
8733785052	Baltimore City Government	No data

9606466324	Baltimore City Government	12 Months zero usage
5322291277	Baltimore City Government	No data
9107189493	Baltimore City Government	12 Months zero usage
9144975451	Baltimore City Government	12 Months zero usage
8851853276	Baltimore City Government	12 Months zero usage
7825829803	Baltimore City Government	No data
5669193933	Baltimore City Government	No data
6085824933	Baltimore City Government	No data
8901356734	Baltimore City Government	12 Months zero usage
8569717758	Baltimore City Government	12 Months zero usage
8496287496	Baltimore City Government	12 Months zero usage
8495545418	Baltimore City Government	12 Months zero usage
8438233735	Baltimore City Government	12 Months zero usage
8339906863	Baltimore City Government	12 Months zero usage
8254900385	Baltimore City Government	12 Months zero usage
7923913739	Baltimore City Government	12 Months zero usage
7737437754	Baltimore City Government	12 Months zero usage
7722420133	Baltimore City Government	12 Months zero usage
7587164575	Baltimore City Government	12 Months zero usage
7257708367	Baltimore City Government	12 Months zero usage
7101146442	Baltimore City Government	12 Months zero usage
6770117891	Baltimore City Government	12 Months zero usage
6176896811	Baltimore City Government	12 Months zero usage
5628258047	Baltimore City Government	12 Months zero usage
5565337301	Baltimore City Government	12 Months zero usage
4597610446	Baltimore City Government	12 Months zero usage
4481221460	Baltimore City Government	12 Months zero usage
3967399096	Baltimore City Government	12 Months zero usage
3308410669	Baltimore City Government	12 Months zero usage
3179514603	Baltimore City Government	12 Months zero usage
3159959267	Baltimore City Government	12 Months zero usage
3023736256	Baltimore City Government	12 Months zero usage

2864585080	Baltimore City Government	12 Months zero usage
2335144634	Baltimore City Government	12 Months zero usage
2313930406	Baltimore City Government	12 Months zero usage
2107284607	Baltimore City Government	12 Months zero usage
1610907048	Baltimore City Government	12 Months zero usage
1523383793	Baltimore City Government	12 Months zero usage
0911319514	Baltimore City Government	12 Months zero usage
0897499155	Baltimore City Government	12 Months zero usage
0589843963	Baltimore City Government	12 Months zero usage
0511776241	Baltimore City Government	12 Months zero usage
0505116464	Baltimore City Government	12 Months zero usage
0185119073	Baltimore City Government	12 Months zero usage
0003428251	Baltimore City Government	12 Months zero usage
1001501253	Baltimore City Public Schools	No data
4168360443	Baltimore County Gov	No data
1874787827	Baltimore County Gov	No data
6786455939	Baltimore County Gov	12 Months zero usage
8723490639	Baltimore County Gov	12 Months zero usage
5722190564	Baltimore County Gov	12 Months zero usage
5718747930	Baltimore County Gov	12 Months zero usage
8540485049	Baltimore County Gov	12 Months zero usage
1406874950	Baltimore County Gov	12 Months zero usage
0224901678	Baltimore County Gov	No data
8872325107	Baltimore County Gov	12 Months zero usage
2521949648	Baltimore County Gov	12 Months zero usage
4082722746	Baltimore County Gov	12 Months zero usage
9338477808	Baltimore County Gov	No data
0542580253	Baltimore County Gov	12 Months zero usage
6203219969	Baltimore County Gov	12 Months zero usage
5034175843	Baltimore County Gov	No data
2111271593	Baltimore County Gov	12 Months zero usage
7338170740	Baltimore County Gov	No data
6135293517	Baltimore County Gov	12 Months zero usage

7661909873	Baltimore County Gov	No data
8194843460	Baltimore County Gov	12 Months zero usage
5217621947	Baltimore County Gov	No data
0756280671	Baltimore County Gov	12 Months zero usage
9646541634	Baltimore County Gov	12 Months zero usage
2790571765	Baltimore County Gov	12 Months zero usage
9688106481	Baltimore County Gov	12 Months zero usage
9666747158	Baltimore County Gov	12 Months zero usage
3617737816	Baltimore County Gov	12 Months zero usage
6959274420	Baltimore County Gov	12 Months zero usage
4567719177	Baltimore County Gov	12 Months zero usage
3534765855	Baltimore County Gov	No data
3040233587	Baltimore County Gov	12 Months zero usage
9134802981	Baltimore County Gov	12 Months zero usage
7371512425	Baltimore County Gov	12 Months zero usage
6392393509	Baltimore County Gov	No data
7137352409	Baltimore County Public Schools	No data
0321929102	Baltimore County Public Schools	12 Months zero usage
5855255298	Baltimore County Public Schools	No data
2548388458	Baltimore County Public Schools	12 Months zero usage
9417904558	Baltimore County Public Schools	12 Months zero usage
3783654049	Baltimore County Public Schools	12 Months zero usage
3546818632	Baltimore County Public Schools	No data
8427477922	Baltimore County Public Schools	No data
8081638785	Baltimore County Public Schools	No data
6848172284	Baltimore County Public Schools	No data

1065330059	Baltimore County Public Schools	No data
6539456452	Baltimore County Public Schools	No data
7745076176	Baltimore County Public Schools	No data
1434418962	Carroll County Government	No data
9157413572	Carroll County Government	12 Months zero usage
7536007268	City of Aberdeen	No data
3929351850	City of Annapolis	No data
0286887815	City of Annapolis	No data
5952593907	City of Annapolis	12 Months zero usage
0119960798	City of Annapolis	12 Months zero usage
1859962781	City of Annapolis	12 Months zero usage
3151421898	City of Annapolis	12 Months zero usage
9219109318	City of Annapolis	12 Months zero usage
1341055333	City of Bowie	No data
6720618965	Harford County Community College	No data
4440787812	Harford County Gov	No data
1132018721	Harford County Gov	12 Months zero usage
7479585893	Harford County Gov	12 Months zero usage
3261926902	Harford County Gov	12 Months zero usage
5208096204	Harford County Gov	12 Months zero usage
0007547451	Harford County Gov	12 Months zero usage
9503544177	Harford County Gov	12 Months zero usage
8587909945	Harford County Gov	12 Months zero usage
7603479438	Harford County Gov	12 Months zero usage
5290792180	Harford County Gov	12 Months zero usage
7922601872	Harford County Gov	12 Months zero usage
3052810952	Harford County Gov	12 Months zero usage
2775719227	Harford County Gov	No data
9275419376	Harford County Gov	12 Months zero usage

2462373444	Harford County Gov	No data
9431470632	Harford County Gov	No data
4124920757	Harford County Public Schools	No data
2398881010	Harford County Public Schools	12 Months zero usage
8669963046	Harford County Public Schools	12 Months zero usage
1689477345	Housing Authority of Baltimore City	No data
3344373648	Housing Authority of Baltimore City	No data
2038668706	Housing Authority of Baltimore City	No data
1559448078	Housing Authority of Baltimore City	No data
8813874478	Housing Authority of Baltimore City	No data
4065868233	Housing Authority of Baltimore City	No data
0119951060	Housing Authority of Baltimore City	No data
5303859210	Housing Authority of Baltimore City	No data
8103339890	Housing Authority of Baltimore City	No data
1636672704	Housing Authority of Baltimore City	No data
9551824292	Howard County Government	12 Months zero usage
9594991689	Howard County Government	12 Months zero usage
2635292987	Howard County Government	12 Months zero usage
1414966703	Howard County Government	12 Months zero usage
0312387830	Howard County Government	No data
9412271370	Howard County Government	12 Months zero usage

85. All other terms and conditions remain the same.





**Baltimore Regional Cooperative Purchasing
Committee**

**REQUEST FOR PROPOSAL NO. P-146
ELECTRIC SUPPLY SERVICES, TERM CONTRACT**

Due Date: 02/18/16, Time: 2:15 PM
Pre-Bid Conference: 01/19/16, Time: 9:30 AM

Direct all questions to the lead agency:

Kathy Madary, C.P.M., Staff Buyer
Phone: 410-887-3888

Email: kmadary@baltimorecountymd.gov

BALTIMORE COUNTY, MARYLAND

Office of Budget and Finance

Purchasing Division

400 Washington Avenue, Room 148

Towson, Maryland 21204-4665

**AMENDMENT NO. 02
DATED 02/03/16**

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT
OF THIS ADDENDUM AND RETURN WITH YOUR BID.**

Company Name

Signature

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-146
ELECTRIC SUPPLY SERVICES, TERM CONTRACT**

AMENDMENT NO. 2

The following questions were received by e-mail, or asked during the Pre-Bid Conference held on January 19, 2016.

- 1. Question:** If a firm is not currently serving meters under Potomac Edison would that keep them from consideration for serving any of the load?

Answer: Not serving accounts behind Potomac Edison (PE) will not preclude suppliers from being awarded a contract to service BRCPC or ESMEC-ET as they do not have accounts behind PE, however, it will preclude award from serving MCBE as they do have accounts served by PE.
- 2. Question:** Please clarify wholesale blocks to transfer in July 2016.

Answer: Open blocks as of June 30, 2016 held with predecessor supplier will be handled as follows:

Preference is to have predecessor supplier deliver/settle blocks thru the new supplier on a monthly basis, otherwise BRCPC will seek novation of open blocks to the new supplier.
- 3. Question:** How far out are blocks and size of blocks?

Answer: Please refer to open block schedules provided as attachments.
- 4. Question:** Can information on counter parties be given?

Answer: Counterparty names will be provided to the successor supplier on an as needed basis.
- 5. Question:** Are blocks purchased at the Hub or Zone?

Answer: Both.
- 6. Question:** Please clarify the decision making on when to buy?

Answer: Blocks are purchased within the context of an approved electric cost management and procurement plan. The plan includes minimum hedge % guidelines going three years out. The plan incorporates a dollar cost averaging approach with flexibility to accelerate or defer block purchases based on market conditions. Hedge strategy, execution and results are reviewed at monthly BRCPC energy board meetings.
- 7. Question:** Can we get a sense of target procurement percentages and schedule?

Answer: This is provided with the open block purchase schedules.

8. **Question:** Can we get a sense of timeline for blocks in place, etc.?
Answer: This is provided with the open block purchase schedules.
9. **Question:** Please qualify RFP section 2.2.5 with additional information on current SREC value purchases.
Answer: The schedule of term SREC Purchase Commitments is provided for each purchasing group.
10. **Question:** Please clarify RFP Section 2.2.13 – BRCPC members do not have authorization to enter into long term power purchase agreements.
Answer: BRCPC members may choose in the future to seek authorization from their respective governing bodies to enter into long term power purchase agreements (PPA). If such authority is obtained and BRCPC enters into a PPA, BRCPC will negotiate with the supplier on any additional costs that the supplier may incur to accommodate the transaction.
11. **Question:** Please clarify – The two other groups – ESMEC and MCBE are free to choose their own supplier?
Answer: Each proposal page is specific to an entity, therefore multiple awards are possible based on Proposals I, II, or III.
12. **Question:** What is the budget billing process for estimating cost?
Answer: EnerNOC prepares the forecast estimating portfolio costs. Based on that, budget bill rates are created and shared with the entities and approval sought. Currently BRCPC's excess working capital balance target is \$10 million. All three purchasing groups have excess working capital balance targets which provide a cushion to help offset volatile spot market prices and helps maintain current year budget billing rates.
13. **Question:** Is there a cost of carry rate? Does a supplier have the right to ask for a working capital charge to carry the balance?
Answer: That would be the option of the vendor to request that or not.
14. **Question:** What is the timeframe of reserve?
Answer: By end of 1st physical delivery year.
15. **Question:** If BRCPC changes suppliers is the working capital transferred?
Answer: It is anticipated that any excess working capital balance held with the predecessor supplier will be refunded to the members. A new excess working capital balance will be established with the successor supplier by initially setting the budget billing rates above

forecasted costs. It is expected to take between one (1) and one half years (1 ½) to reach the excess working capital balance target with the new supplier.

16. **Question:** Does ESMEC and MCBE use the same hedge strategy?
Answer: They use similar hedge strategy, timing of purchases will vary.
17. **Question:** Please clarify RFP Section 4.1.3.3 – Guaranty. Is a formally executed guaranty needed from parent?
Answer: If contract entity is not rated, a formal guarantee from a rated entity will be required.
18. **Question:** Please clarify RFP Section 4.1.4 – References.
Answer: Two (2) customer references served through separate PJM sub accounts with at least 25 MWs each are preferred. BRCPC is seeking demonstrated experience serving separate customer dedicated PJM sub accounts to obtain comfort level on suppliers experience and capability.
19. **Question:** How stable have members of the group been?
Answer: No fluctuation – the intention is for a long term agreement as stated in the RFP. To date no member has not renewed the supplier contract. The supplier will be advised well in advance if they are not being renewed. New jurisdictions/members could be added (BGE account only) but that has not happened over the last 5 years.
20. **Question:** What was the current term?
Answer: Five years.
21. **Question:** If there is no MBE goal, why is it listed as evaluation factor #4?
Answer: Points will be given if any participation is included.
22. **Question:** Why are there three separate price sheets?
Answer: Because there are three separate participating entities: BRCPC, ESMEC-ET, and MCBE. There is the potential for three separate awards. Note: For ESMEC-ET, contract award would be with a Trust, but individual entities would be billed for supply charges under the ESMEC-ET budget billing rates.
23. **Question:** On page 24 of the RFP, under section 2.2.3 – Describe a “normal” day?
Answer: EnerNOC provides scheduling guidelines and coordinates day ahead scheduling with the supplier. The process varies by supplier but ultimately it is the supplier who submits the day ahead scheduling to PJM.

24. **Question:** On page 7 of the RFP, under Termination for Convenience and Termination for Default, does the contractor have the same rights to terminate for convenience? Also, if one entity drops out what happens to the portion that was intended for that particular entity?
- Answer:** No, the contractor cannot terminate for convenience. If future purchases were made, and the entity drops out before using their power, the power would be dispersed among the remaining members.
25. **Question:** Is there a bid deposit required?
- Answer:** No.
26. **Question:** Rate Code – Is there a Residential rating?
- Answer:** The few residential accounts are billed at the secondary account billing rates for BRCP and ESMEC-ET.
27. **Question:** What happens if one member doesn't pay their bills?
- Answer:** If a member is slow/not paying their bills the supplier is to reach out to EnerNOC. EnerNOC will then reach out to the member to help resolve any payment issues. If EnerNOC's efforts are unsuccessful, the matter would be brought to the attention of the Energy Board. To date there have been non- payment issues, and EnerNOC has not had to bring payment issues to the Energy Board's attention.
28. **Question:** On the Price Page – Service Fee – Fee Structure – are there other fees?
- Answer:** Only one fee – the service fee. No other fees/premiums, and no adders on block.
29. **Question:** To clarify, are we just doing one Original and 9 Copies of submittals?
- Answer:** Yes, one original and nine copies total. Do not need to provide separate sets for all three entities.
30. **Question:** Is EnerNOC providing consulting services for all three entities now?
- Answer:** Yes.
31. **Question:** Does EnerNOC look at the forecast or is the supplier responsible for that?
- Answer:** EnerNOC develops a load forecast upon which the day ahead scheduling is based. From time to time EnerNOC will request information from the supplier to assist in the load forecast.

32. **Question:** Are there any cases where BRCPC is responsible for “true up”?
- Answer:** The entities are responsible for that but the participating entities have a long history of working together. Although there is a MOU between the entities, each jurisdiction executes their own contract with the supplier. Exceptions for ESMEC & MCBE – those contracts would be one per entity.
33. **Question:** Who will be making the award decision for BRCPC, or will each jurisdiction be saying they accept?
- Answer:** One panel will decide for BRCPC; the other two entities will each decide for themselves.
34. **Question:** What about charges that hit the sub account after physical delivery has ended under the contract that pertain to physical delivery that occurred during the contract i.e. 60 day settlement?
- Answer:** The final settlement under the contract will include the 60 day settlement for the last physical delivery month. For example if the last physical delivery month is September 2017, charges to the sub account up to and including the 60 day settlement (which occurs in November 2017) would be included as part of the final settlement between BRCPC and the supplier.
35. **Question:** Service fee/fee structure – any thought to break out transaction fees/block fees?
- Answer:** The only transaction fee is the supplier service fee. There are to be no transaction fees for block purchases or any other transaction fees charged to BRCPC.
36. **Comment:** Emphasis on “Reporting” – It’s important that EnerNOC receive timely monthly portfolio reports from the supplier. This helps with both timely reporting by EnerNOC on portfolio performance to the BRCPC energy board as well as supporting EnerNOC’s role in validating costs and accounting for all actual and billed costs.
37. **Correction:** Section 5 – “Proposed Procurement Schedule”, 5.5 should read:
- 5.5 February 18, 2016 – Vendor Proposals due by 2:15 p.m. EST.
38. All other terms and conditions remain the same.



**Baltimore Regional Cooperative Purchasing
Committee**

**REQUEST FOR PROPOSAL NO. P-146
ELECTRIC SUPPLY SERVICES, TERM CONTRACT**

Due Date: 02/18/16, Time: 2:15 PM
Pre-Bid Conference: 01/19/16, Time: 9:30 AM

Direct all questions to the lead agency:

Kathy Madary, C.P.M., Staff Buyer
Phone: 410-887-3888
Email: kmadary@baltimorecountymd.gov
BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance
Purchasing Division
400 Washington Avenue, Room 148
Towson, Maryland 21204-4665

**AMENDMENT NO. 01
DATED 01/15/16**

**PLEASE SIGN BELOW ACKNOWLEDGING RECEIPT
OF THIS ADDENDUM AND RETURN WITH YOUR BID.**

Company Name

Signature

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-146
ELECTRIC SUPPLY SERVICES, TERM CONTRACT

AMENDMENT NO. 1

1. **Question:** Is there a call in number for the Pre-Proposal Conference on Tuesday, January 19, 2016?
Answer: Call in number for the meeting is: 1-866-951-1151, ID 5182876, 1106023. If you have a problem calling the number above, contact Stephanie at 410-732-9568.
2. All other terms and conditions remain the same.



Baltimore Regional Cooperative Purchasing Committee

REQUEST FOR PROPOSAL NO. P-146 ELECTRIC SUPPLY SERVICES, TERM CONTRACT

Due Date: 02/18/16, Time: 2:15 PM
Pre-Bid Conference: 01/19/16, Time: 9:30 AM

Direct all questions to the lead agency:

Kathy Madary, C.P.M., Staff Buyer
Phone: 410-887-3888
Email: kmadary@baltimorecountymd.gov
BALTIMORE COUNTY, MARYLAND
Office of Budget and Finance
Purchasing Division
400 Washington Avenue, Room 148
Towson, Maryland 21204-4665

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

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

BIDDER CHECKLIST

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

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-146
ELECTRIC SUPPLY SERVICES, TERM CONTRACT**

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Hold Harmless / Indemnification Clause / Property Lost, Damaged or Destroyed
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BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE (BRCPC)

I. GENERAL INSTRUCTIONS FOR SOLICITATIONS

1. INSTRUCTIONS, FORMS AND SPECIFICATIONS.

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

2. BID DEPOSIT.

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

3. BASIS FOR AWARD OF CONTRACT.

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

4. CASH DISCOUNT AND NET PAYMENTS.

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

5. PERFORMANCE AND PAYMENT BONDS.

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

5.2 When bonds are required, a surety licensed to do business in the State of Maryland must issue the bonds for each participating jurisdiction.

6. RESERVATIONS.

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

7. DELIVERIES.

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

8. COMPETITION.

- 8.1 The name of any manufacturer, trade name of manufacturer, or vendor catalog number mentioned in the specifications is for the purpose of designating a standard of quantity and type and for no other reason. Minimum specifications where included, are not established arbitrarily to limit competition or to exclude otherwise competitive bidders.
- 8.2 A bidder shall offer a price on only one unit. Even though two or more units may meet specifications, Bidders must determine which to offer. Submission by a bidder for more than

one unit shall be sufficient cause for rejection of that specific item in the Purchasing Agent's sole discretion.

- 8.3 Bids that show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected in the Purchasing Agent's sole discretion.
- 8.4 All bids must be accompanied by such descriptive literature as may be called for by the solicitation.
- 8.5 If goods to be provided or goods to be used by a successful bidder when providing a service contain any ingredients that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be provided to the Purchasing Agent. This applies also to any goods used by the Successful Bidder when providing a service to the BRCPC.

9. HOLD HARMLESS/INDEMNIFICATION.

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

10. INSURANCE.

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

10.2 Refer to the specifications for detailed insurance requirements.

11. DISPUTES.

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

12. TERMINATION.

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

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

13. PATENT INFRINGEMENT.

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

14. NON-ASSIGNMENT.

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

15. FACILITIES.

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

16. AUTHORITY.

Instructions, specifications, and proposals are issued, and all bids, quotations, orders, and purchases are made pursuant and subject to the enabling respective legislation of each of the participating jurisdictions. The successful bidder shall ensure compliance with the ethics provisions of the participating jurisdictions.

17. FAILURE TO RESPOND.

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

18. AVAILABILITY OF FUNDS.

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

19. GOVERNING LAW.

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

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

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

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

20. NON-WAIVER.

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

21. INTEGRATION.

This solicitation, bid response, and each subsequent participating jurisdiction's contract with the successful bidder contain the entire understanding between the successful bidder and each applicable participating jurisdiction. Each participating jurisdiction's contract shall only be amended if such amendment is in writing and executed by a legally authorized representative of the successful bidder

and the applicable participating jurisdiction. Any contract amendment of one participating jurisdiction shall not impact or affect any other participating jurisdiction's contract or BRPC.

22. SOCIO-ECONOMIC PROGRAMS.

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

23. USE OF ILLEGAL IMMIGRANT LABOR.

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

24. PUBLIC INFORMATION.

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

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

1. TOBACCO PRODUCTS.

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

2. CHILD SEX OFFENDER NOTIFICATION.

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

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

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

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

II. ADDITIONAL GENERAL INSTRUCTIONS FOR SOLICITATIONS

1. Instructions, Forms and Specifications

1.1 Bid times are either Eastern Standard Time or Eastern Daylight Time, whichever prevails. Late bids will not be considered.

1.2 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.

1.3 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.

1.4 Requests for Bids and Requests for Proposals shall be accompanied by an electronic version (CD) of the bid proposal in MS Word format. The CD 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.

1.5 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 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).

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

3. Reservations

3.1 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.

3.2 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.

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

4. Competition

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

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

6. **Minority/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 sub contractor. In accordance with the Executive Order dated June 4, 2009, "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.

7. Authority

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

7.2 Bidders desiring to appeal a decision of the Purchasing 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.

7.3 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.

Rev. 11/09

**BALTIMORE COUNTY, MARYLAND
III. PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

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

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

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

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

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

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

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

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

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

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

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

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

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

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

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

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

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

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

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

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

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

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

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

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

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

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

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

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

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

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

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

Yes No

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

b. Registered Agent as shown in SDAT:

Name: _____

Address: _____

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

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

Yes No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

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

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

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

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, 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, 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)

**IV. "PRIME" CONTRACTOR
MINORITY INFORMATION**

This form is NOT applicable to Sub-Contractor requirements, and should be completed by the PRIME Contractor ONLY.

A. AUTHORIZED REPRESENTATIVE

I am the [title] _____ of [business] _____ (the "Business").

B. DEFINITIONS

I am aware that, pursuant to the June 4, 2009 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.

C. INFORMATION REGARDING MINORITY STATUS

The Business is a certified MBE ___ or WBE ___

Maryland State Department of Transportation (MDOT) # _____

City of Baltimore # _____

Name Other Jurisdiction: _____ # _____

The Business is not a certified MBE/WBE, however, 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 of ownership. Please select the ethnic group of the owner(s) regardless of MBE/WBE certification:

____ African American ____ Hispanic American ____ Caucasian
____ Asian American ____ Native American ____ Other

_____ The Business anticipates utilizing subcontractors for _____% of the work of the contract requirements.

_____ The Business anticipates utilizing MBE/WBE subcontractors for _____% of the work of the contract requirements. (Complete attached MBE/WBE forms)

Date: _____

By: _____

Name:
Title:
(Authorized Representative)

Taxpayer Identification Number (TIN) and Certification
 (Substitute for IRS Form W-9)
COMPLETE BOTH SIDES OF FORM

Baltimore County, Maryland
 Office of Budget and Finance
 400 Washington Avenue, Room 148
 Towson, Maryland 21204

Certification of TIN and business name are required for all successful bidders prior to issuing a contract or purchase order. Completion of **SIDE 1** of this form is necessary to meet IRS regulations. All MBE/WBE vendors should also complete **SIDE 2**. For questions, call 410-887-3587.

SIDE 1

<p>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).</p>														
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 <table border="1" style="width:100%; text-align:center;"> <tr> <td> </td><td> </td><td> </td><td> </td><td>--</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>						--							
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OR														
Employer Identification Number <table border="1" style="width:100%; text-align:center;"> <tr> <td> </td><td> </td><td> </td><td>--</td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>					--									
			--											
<input type="checkbox"/> CHECK HERE IF YOU ARE EXEMPT FROM BACK-UP WITHHOLDING														
<input type="checkbox"/> CHECK HERE IF YOU ARE TAX-EXEMPT, EXPLAIN:														
Filing Status (Ownership) (LLC is not acceptable)														
<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietor													
<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership													
<input type="checkbox"/> 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												

SIDE 2

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

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

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

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

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

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



BALTIMORE COUNTY, MARYLAND

V. INSURANCE PROVISIONS

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

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

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

1.2 Verification of Insurance:

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

1.3 Baltimore County as Additional Insured:

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

1.4 Contractor's/Vendor's Responsibility:

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

1.5 Failure to Provide Insurance:

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

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

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

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

2.1.3 Minimum Coverages to be Included:

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

2.1.4 Damages not to be Excluded:

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

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

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

2.2.2 Minimum Coverages to be Included:

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

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:

Employers' Liability insurance with limits of at least:

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

2.4 Other

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

VI. BID REPLY LABEL

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

REQUEST FOR BID	
NO. P-146 02/18/16, 2:15 PM ELECTRIC SUPPLY SERVICES, TERM CONTRACT	
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

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-146
ELECTRIC SUPPLY SERVICES, TERM CONTRACT**

VII. GENERAL CONDITIONS AND SPECIFICATIONS

PROPOSAL I - BRCPC

1. BACKGROUND.

- 1.1 The Baltimore Regional Cooperative Purchasing Committee (BRCPC) is a purchasing consortium consisting of City, County, and local government jurisdictions, Boards of Education and other governmental agencies located in the Central Maryland region (hereinafter "BRCPC Entities").
- 1.2 The following jurisdictions are participating in this procurement:
- Anne Arundel County Government
 - Anne Arundel County Public Schools
 - Anne Arundel County Community College
 - Baltimore City Government
 - Baltimore City Public Schools
 - Baltimore City Housing Authority
 - Baltimore County Government
 - Baltimore County Libraries
 - Baltimore County Public Schools
 - Baltimore County Revenue Authority
 - Baltimore Museum of Art
 - Carroll County Government
 - City of Aberdeen
 - City of Annapolis
 - City of Bowie
 - Community College of Baltimore County
 - Harford County Community College
 - Harford County Government
 - Harford County Public Schools
 - Howard County Community College
 - Howard County Government
 - Howard County Public Schools
 - Walters Art Gallery
- 1.3 The members have executed a memorandum of understanding (MOU) to govern the electric procurement program. This includes the establishment of an energy board that meets monthly to oversee the electric procurement program. BRCPC's energy consultant (EnerNOC) also attends and participates at the monthly meetings. The electric services provider is also encouraged to attend the meetings at least annually.
- 1.4 Currently, the BRCPC electric portfolio consists of approximately 1.7 million MWhs annually and 4,000+ accounts all located in the BGE service territory.
- 1.5 In September 2016 the current contract expires. Physical delivery of the power under the new contract will commence with the BGE September 2016 meter read dates. BRCPC is targeting to have the new contract executed and in place by Mid July 2016.

- 1.6 Since 2006, BRCPC has been procuring electricity under a block index price structure with a separate dedicated PJM subaccount used to house BRCPC member only accounts. The accounts are billed under fixed rate budget billing with the budget billing rates adjusted periodically to true up actual vs billed costs. The Energy Board has approved an energy cost management and procurement plan to guide ongoing procurement.

2. SCOPE.

- 2.1 Definitions - Unless specified otherwise, words, phrases, abbreviations and/or acronyms have the following meanings:
- "ARR" means Auction Revenue Rights
 - "RPS" means State of Maryland's Renewable Portfolio Standard
 - "BRCPC" means Baltimore Regional Cooperative Purchasing Committee
 - "DA" means Day Ahead
 - "EA" means BRCPC's Energy Advisor
 - "EDI" means Electronic Data Interchange
 - "eFTR" means a tool used by PJM members to manage financial transmission rights portfolios
 - "Entity" means BRCPC and or any of the individual BRCPC members
 - "KWh" means kilowatt hour
 - "LDC" means local delivery company
 - "LMP" means Locational Marginal Price
 - "MWh" means megawatt hour
 - "BGE" means BGE the local electric distribution company
 - "PJM" means Mid-Atlantic Independent Grid Operator
 - "PPA" means power purchase agreement
 - "RECs" means Renewable Energy Certificates
 - "SRECs" means Solar Renewable Energy Certificates
 - "Supplier" means a Supplier licensed to supply electricity in the State of Maryland
- 2.2 Project Details - The Supplier shall provide the following services to the Entity: The Supplier shall act as the agent for the Entity and perform purchasing transactions for electricity on the PJM hourly pricing and wholesale fixed rate block markets. The Supplier shall execute the BRCPC (Baltimore Regional Cooperative Purchasing Committee) electricity procurement strategy that has been designed to enable BRCPC to efficiently and cost effectively access the electric wholesale markets and minimize transaction costs. The scope of the procurement structure is as follows:
- 2.2.1 Set up PJM Subaccount
- 2.2.1.1 Supplier to set up separate dedicated EDI qualified PJM subaccount "subaccount" to hold only BRCPC entity accounts. Entity is responsible for all costs incurred and charged in the account.
- 2.2.2 Account Enrollment
- 2.2.2.1 Enroll/Unenroll all accounts provided by Entity or its representative into the Entity dedicated subaccount as required. New accounts will be provided for enrollment on a monthly basis.
- 2.2.3 Load Forecasting and Day Ahead Scheduling
- 2.2.3.1 Supplier, EA and the Entity will coordinate for PJM Day Ahead purchases. The Supplier will allow the Entity or its EA to schedule or coordinate purchases on the DA market not to exceed 100% of Entity's estimated load. Supplier will submit DA Scheduling as demand bids in the PJM system.

2.2.4 Bilateral Transactions

2.2.4.1 Supplier will provide upon Entity's (or Entity's representative) request and direction up to 3 market offers to sell any wholesale product associated with the purchase of electricity including electric fixed rate blocks. Entity will make best efforts to provide 24 hours prior notice of requested offers but is not required to do so. Supplier agrees to execute purchases based on Entity's (or Entity's representative) request in a timely manner. The settlement of each transaction will be provided via typical PJM settlement guidelines for such transaction (including physical or financial settlements). Entity reserves the right to direct Supplier to transact with any creditworthy counterparty with which Supplier has an established trading relationship and sufficient credit to transact. Supplier may not charge additional fees or markups for any bilateral transactions. During the course of normal business it is not the Entity's intention to sell open blocks, Entity also reserves the right to direct Supplier to sell any such commitments made via bilateral transactions in the same manner as purchases. Block quotes may be requested and executed for any term up to 48 months from the transaction date. Entity may direct Supplier to assume positions from a predecessor supplier on behalf of Entity under the same terms and conditions as such positions were originally acquired.

2.2.5 State Regulatory Required REC Purchases and Purchases from Entity-Owned Renewable Projects

2.2.5.1 The Entity or its representative will work with Supplier on the timing and quantities of REC purchases to meet the RPS requirements. In addition the Supplier agrees to purchase RPS qualifying RECs from Entity member controlled renewable projects (primarily SRECs from solar projects). For REC purchases from Entity member(s), the price, quantities and terms will be approved by the BRCP Energy Board prior to the purchase. The purchase will be consummated via a REC purchase and sale agreement between the buyer (Supplier on behalf of the BRCP portfolio) and Seller (member Entity or their designee). Supplier will pay the member Entity or its designee for the RECs according to the terms of the purchase and sale agreement. The cost of the purchases will be charged back to BRCP's portfolio account held with the Supplier. The cost of the RECs will be included within the Budget Billing rates that the Supplier bills the Entity members. Supplier will need to go into PJM's GATs system to accept the REC transfer for the RECS purchased on BRCP's behalf.

2.2.6 Billing

2.2.6.1 All portfolio costs will be billed to Entity members based on Fixed Rate Budget Billing (\$/KWh). Billing rates will be based on the estimated total costs of the portfolio and adjusted periodically to true-up actual vs. billed costs.

2.2.6.2 Portfolio Costs include:

1. All costs and credits charged to the Entity's PJM account by PJM
2. Hedge settlements on block purchases
3. RPS costs
4. MD Public Service Commission costs
5. LDC charges to Suppliers
6. Supplier Service Fee
7. Supplier Account Deficiency Carrying Cost (if any)

2.2.6.3 Billing segmented into three bill rate classes:

1. Primary Accounts (BGE Schedule P and GLP)
2. Secondary accounts (BGE Schedule GL, GS, and G)
3. Street Lights (BGE Schedule SL)

2.2.6.4 Supplier will bill the three rate classes at a fixed \$ rate per KWh based on BRPC approved billing rates provided by entity or its representative and subject to agreement by the Supplier which will not be unreasonably withheld. Billing rates can be changed up to three times per year, however it is anticipated that in most cases billing rates will be adjusted twice per year (summer rate and non summer rate). Supplier will bill Entity's accounts on a monthly basis based on the utility monthly metered usage for each account. The billing will include the account number, utility name, service address, building name, utility rate class, meter read from date, meter read to date, KWh usage for service period, billing rate (\$/KWh) and \$ billed amount (equal to metered KWh x billing rate). Supplier will issue hard copy summary bill(s) via U.S. mail and an excel spreadsheet listing the billing information listed above which it will send to each Entity member and copy the EA via email each month. Monthly billing is payable within 30 Business Days of receipt.

2.2.7 Working Capital Balances

2.2.7.1 Once physical delivery begins BRPC will begin incurring deficient working capital balances as the Supplier will be making payments to cover portfolio costs prior to being reimbursed through the budget billing process. BRPC has established a target excess working capital balance of \$10 million to be held with the Supplier. This balance will be achieved by setting the initial budget billing rates above the expected portfolio costs until the target balance is reached. The excess working capital balance target may be changed at BRPC's discretion.

2.2.8 Annual Transmission Auction

2.2.8.1 If requested, Supplier shall provide historical auction clearing prices and historical selections for Entity Accounts. The eFTR tool will be opened to "Read/Write" prior to the start of the annual PJM ARR allocation process to allow Entity's EA to make transmission path selections.

2.2.8.2 Supplier may provide other information to the EA to assist EA in the transmission path selections.

2.2.9 Data Access

2.2.9.1 Supplier shall provide data access to all PJM charges to the Entity and EA.

2.2.9.2 Supplier will provide the Entity and the EA read access to all eSuite applications and enable read access any PJM eTool for which any PJM account will have access.

2.2.10 Supplier Reporting (Provided to EA)

2.2.10.1 Monthly statement summarizing all portfolio costs including PJM costs and credits, block settlement costs, MD RPS REC purchases, Maryland PSC and LDC fees,

supplier fee, and cost of carry on working capital deficiency balances (if applicable).

2.2.10.2 Monthly statement on daily working capital balances. Daily balances to include separately identified total PJM costs, hedge settlements, and non PJM costs (renewables, MD PSC and LDC fees, supplier fee, cost of carry (if any) and total daily Entity member payments on billed amounts.

2.2.10.3 Monthly block purchase schedule.

2.2.10.4 Monthly inception to date cost vs. billed report.

2.2.10.5 Monthly reports listed in 2.2.10.1-3 above are due no later than the 7th business day of the following month,

2.2.10.6 Quarterly aged receivables report by Entity member no later than 30 days after quarter end.

2.2.11 Transition from Predecessor Supply Services Provider Agreement

2.2.11.1 Applicable whenever the Entity contracts with a new supply services provider (Successor Supplier).

2.2.11.1.1 Disposition of open block ("hedge") purchases; At BRCPC's option, any open block purchases at the time physical delivery begins under the new contract will be handled under one of the following arrangements:

- a) Novation:– Successor Supplier agrees to assume on the Entity's behalf the open hedge purchase agreements that the predecessor Supplier ("Predecessor Supplier") entered into on the Entity's behalf provided that the Successor Supplier has an existing counterparty agreement in place with the respective counterparties. The assumption will be in the form of a mutually acceptable novation agreement between the Successor and Predecessor Suppliers. All future monthly settlements on those hedges will be charged/credited to the Entity's account with the Successor Supplier as incurred. The Successor Supplier will be reimbursed for the monthly hedge settlement charges and credits through the Budget Billing Rate. The effective date of the Novation will be the month following the last physical delivery month supplied by the Predecessor Supplier. If this option is selected, a listing of the open hedges including product type, quantity, contract price, term length and counterparty will be provided to the Successor Supplier.
- b) Predecessor Supplier will deliver each month the block energy to the Subaccount held by the Successor Supplier on BRCPC's behalf through expiration of the block term.
- c) Predecessor Supplier liquidates open hedges and any gain or loss is passed through to BRCPC.

2.2.11.1.2 Novation of Term REC Purchase Commitments from Entity member(s) – Successor Supplier agrees to assume on the Entity's behalf the REC Purchase Commitments that the Predecessor Supplier entered into on the Entity's behalf. The assumption will be in the form of a mutually acceptable novation agreement

between the Successor and Predecessor Suppliers. All future REC purchases will be charged/credited to the Entity's account with the Successor Supplier as incurred. The Successor Supplier will be reimbursed for the REC purchases through the Budget Billing Rate. The effective date of the Novation will be the month following the last physical delivery month supplied by the Predecessor Supplier.

2.2.12 Wind-down of Supply Services Agreement

2.2.12.1 If an agreement terminates with a Supplier and the Entity does not enter into a new Supply Services Agreement with that Supplier, the following wind-down transactions will be triggered:

2.2.12.1.1 Resolution of Open block purchases:

- a. If any open blocks remain once physical delivery starts with the new Successor Supplier, the Entity at its option will arrange to either:
 - i. Novate the remaining hedges from the Predecessor Supplier to the Successor Supplier; or
 - ii. Arrange for Predecessor Supplier to deliver each month the block energy or settlement to the Subaccount held by the Successor Supplier on BRCP's behalf through expiration of the block term; or
 - iii. Direct the Predecessor Supplier to liquidate the remaining blocks and any gains or losses on those hedges will pass to the Entity as part of the Working Capital True-Up as described in 2 below.

2.2.12.1.2 Novation of Term REC Purchase Commitments:

- a. There will be no term REC Purchase Commitments held with the Predecessor Supplier once physical delivery begins with the Successor Supplier and therefore no novation is required.
- b. If this agreement terminates with the Successor Supplier and the Entity does not enter into a new Supply Services Agreement with that Supplier and if any term REC purchase commitments remain once physical delivery starts with the new Successor Supplier, the Entity will arrange to novate the remaining REC purchase commitments from the Predecessor Supplier to the Successor Supplier.

2.2.12.1.3 Working Capital True-Up - Within 120 days after the last regularly scheduled monthly billing the working capital balances held by the Predecessor Supplier will be true'd up. The true up will include all PJM charges and credits to the PJM subaccount pertaining to physical delivery throughout the last billing meter read date through and including the 60 day settlement for the last physical delivery month. Any excess working capital balance will be remitted either to the Entity or the Successor Supplier as directed by BRCP. The Entity will remit to the Predecessor Supplier any deficient working capital balance.

2.2.13 Accommodate Power Purchase Agreements (PPA's)

2.2.13.1 The Entity may enter into long term power purchase agreements for portions of its expected energy consumption during the Supplier contract term. The PPA's may be contracted through a third party (seller). Supplier pricing is not to include potential costs incurred by the Supplier to facilitate the PPA transaction, Should the Entity decide to enter into a PPA, Entity will reimburse the Supplier for any additional, identifiable and reasonable costs incurred by the Supplier to support the initial PPA transaction.

3. The following are included with this solicitation as Attachments.

3.1 BRCPC, ESMEC-ET and MCBE Monthly Load Summaries

3.2 BRCPC, ESMEC-ET and MCBE Electric Account Lists

3.3 Sample Reports –

3.3.1 Statement on daily working capital balance (includes calculation of working capital carrying charge if any)

3.3.2 Electric Supply Portfolio Monthly Statement

3.3.3 Block Purchase Schedule

3.3.4 Cost vs. Billed Report

3.3.5 Sample Quarterly Aging Report

3.3.6 Sample Monthly Budget Billing Statement

4. **PROPOSAL REQUIREMENTS.**

4.1 Each Offeror's proposal must include the following:

4.1.1 Statement of compliance with scope/structure or alternatives

4.1.2 Statement of product and market experience

4.1.3 Financial

4.1.3.1 Financial Statements (most recent three (3) years)

4.1.3.2 Corporate Structure

4.1.3.3 Guaranty from a rated entity (S & P, Moody's, Fitch)

4.1.3.4 Provide the current rating from the 3 major rating agencies (S & P, Moody's, Fitch) for long term unsecured debt. Must be minimal investment grade or better.

4.1.4 Provide 3 customer references – including contact name, telephone number and e-mail address.

4.1.4.1 At least 2 references must be with other similar sub account customers.

4.1.5 Evidence of Qualifications

4.1.5.1 PJM Membership in good standing

4.1.5.2 Maryland Supplier license

4.1.5.3 EDI qualification with BGE

4.1.6 Price: Service Fee (Price per MWh, Working Capital Carrying Charge Percentage (if any)). **SUBMIT PRICE SHEET IN SEPARATE SEALED PRICE PROPOSAL ENVELOPE.**

4.2 An electronic file of all current BRCPC electricity accounts can be accessed by e-mailing Noel Chesser, EnerNOC. at nchesser@enernoc.com.

5. PROPOSED PROCUREMENT SCHEDULE.

- 5.1 December 30, 2015 - RFP advertised on Baltimore County web site.
- 5.2 January 19, 2016 - Pre-Proposal Conference.
- 5.3 January 26, 2016 - Deadline for Vendors to Submit Their Questions
- 5.4 January 29, 2016 - Solicitation Amendment issued (if needed).
- 5.5 February 18, 2016 - Vendor Proposals due by 2:00 p.m. EST
- 5.6 March 5, 2016 - Short list Offerors notified.
- 5.7 March 18, 2016 - Oral Discussions with short list offerors.
- 5.8 March 25, 2016 - Contractor Selected.
- 5.9 April 30, 2016 - Contract documents drafted and approved.
- 5.10 June 30, 2016 - Contract documents executed and Contract awarded.
- 5.11 July 1, 2016 - Contract Start-Up.
- 5.12 September 1-30, 2016 - Physical Delivery Begins

6. TERM OF AGREEMENT.

- 6.1 The initial term of this contract shall begin on or about July 1, 2016 and terminate September 30, 2017. This is to allow an initial ramp-up period to enable physical delivery to begin in September 2016. No compensation shall be paid until physical delivery.
- 6.2 Each BRCPC Entity reserves the right to renew this contract for nine (9) additional one year renewal options under the same terms and conditions.
- 6.3 Each BRCPC Entity will automatically renew this contract on each option year unless notice is given to the contractor that the contract is not renewed.

7. PRE-PROPOSAL CONFERENCE. A pre-proposal conference is scheduled for Tuesday, January 19, 2016, at 9:30 a.m., at the Baltimore Metropolitan Council, 3rd Floor, 1500 Whetstone Way, Baltimore, Maryland 21230-4770.

8. **QUESTIONS AND INQUIRIES; ADDENDA.**

- 8.1 Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFP, addenda will be posted on the web site at www.baltimorecountyonline.info/purchasing.
- 8.2 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.
- 8.3 **The deadline for written questions pertaining to this solicitation is January 26, 2016.**

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

- 9.1 Proposals will be evaluated based on the following criteria, listed in order of importance.
 - 9.1.1 Experience with similar products/structures and compliance with scope.
 - 9.1.2 Financial stability, credit/security.
 - 9.1.3 PJM / local market experience.
 - 9.1.4 Minority enterprise business utilization.
 - 9.1.5 Cost: Supplier service fee, and cost of carry on working capital (if any).
- 9.2 After consideration of the factors set forth in this RFP, the committee will recommend award to the offeror whose proposal is most advantageous to the County.
- 9.3 This RFP will result in the submission of "proposals" (not "bids"), and the evaluation and award process will be based on both scored technical and price responses, not just price. Therefore, the County may enter into negotiations with offerors and invite "best and final offers" as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the County's sole discretion.
- 9.4 Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission.
- 9.5 Non-acceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected.

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

11. **CONTRACTOR QUALIFICATIONS.**

- 11.1 At the option of the County, offerors may be required to furnish evidence of sufficient financial responsibility to fulfill this contract, and evidence that they have, or can obtain the necessary equipment, manpower, and storage facility to ensure delivery within the parameters of this contract.
- 11.2 Offerors must provide at least three (INC1)RL2]3) references (names of contact persons, phone numbers

and e-mail addresses) of similar sized contracts serviced during the past ten (10) years. (See Section 4.1.4).

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

12. **SUBMITTAL PROCESS AND REQUIRED COPIES.** Each Offeror shall submit **one original, clearly marked as such, and nine (9) copies** of the complete proposal. In addition, an electronic version (CD or thumb drive) of the Technical Proposal in PDF format must be enclosed with the original Technical Proposal. An electronic version (CD or thumb drive) of the Price Proposal in PDF format must be enclosed in the original Price Proposal. The CDs/thumbdrive must be labeled with the RFP title, the RFP number, and the name of the Offeror. Be sure to package each CD/thumbdrive with the appropriate proposal, Technical or Price.

- 12.1 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 pre-determined number of duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal.
- 12.2 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.
- 12.3 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.
- 12.4 Late proposals will not be considered. Proposals received after the deadline will be returned unopened.
- 12.5 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.
- 12.6 Each proposal shall be accompanied by an executed procurement affidavit which is provided by the Purchasing Division in the solicitation package.

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

14. **INSURANCE.**

- 14.1 The Supplier will be required to provide verification of insurance coverage in accordance with the attached requirements. The Supplier will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.
- 14.2 In addition to the General Insurance Requirements and Coverages as stated on the Insurance Provisions Form, the Supplier is required to have the following insurance coverages:

14.2.1 Professional Liability / Errors and Omissions Liability Insurance

Minimum Limits of Coverage:

\$1,000,000 per Claim or Each Occurrence

\$1,000,000 in the Aggregate

14.2.2 Cyber Insurance – Please state the amount of coverage in your proposal response.

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

14.4 In the event the Supplier changes their insurance carrier, new verification of insurance coverage must be provided to the County by the new insurance carrier within ten (10) days of the change of policy.

15. COOPERATIVE PURCHASE

15.1 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. In addition 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 located in the BGE service territory to be a participant in BRCPC's dedicated subaccount during the contract term. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The Supplier 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.

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

16. "SAMPLE" FORM CONTRACT.

16.1 The "Sample" form contract is attached as part of this solicitation. 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.

16.2 The offerors' acceptance of, or deviations from, the form contract terms and conditions are considered during the evaluation and subsequent award.

16.3 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.

BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
 REQUEST FOR PROPOSAL NO. P-146
 ELECTRIC SUPPLY SERVICES, TERM CONTRACT
 Due Date: 02/18/16, Time: 2:15 P.M.

VIII. PROPOSAL I - BRCPC

PRICE SHEET PAGE 1 OF 1		REQUEST FOR PROPOSAL	
LINE NO.	COMMODITY/SERVICE DESCRIPTION	UNIT	UNIT PRICE
1	<p>Service fee Service Fee for providing Electric Supply Services, as per specifications, provided in Section 2.</p>	\$/MWh	\$ _____
2	<p>Carrying Charge (if any) on Account Deficiency as Result of Budget Billing.</p> <p>Published Index (state referenced index such as "1 Month Libor" or "3 Month Libor"):</p> <p>Adder to index (if any) – state as an annual percentage rate (for instance if 1 Month Libor = 1.0% and adder is 1.50%, then total annual rate = 2.5%, insert 1.50% as the adder to index line to the right.</p>	%	_____ _____%

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____

**BALTIMORE REGIONAL COOPERATIVE PURCHASING COMMITTEE
REQUEST FOR PROPOSAL NO. P-146
ELECTRIC SUPPLY SERVICES, TERM CONTRACT**

IX. PARTICIPATING PURCHASING GROUPS

**PROPOSAL II – Eastern Shore of Maryland Education Consortium Energy Trust (ESMEC-ET)
PROPOSAL III – Montgomery County (MD) Board of Education (MCBE)**

Two (2) additional government entity purchasing groups (PG) are participating in this solicitation. With some minor differences, these groups purchase under the same purchase structure, vendor work scope and contract terms as the BRCPC group. Each PG will have a separate electric supply services contract with the selected supplier and each PG may select their own vendor (multiple vendor contracts can be awarded). Each PG has their own dedicated PJM sub account, separate budget billing rates, working capital balance account, and service fee rate.

Below is a summary of the Purchasing Groups including contract/scope of work features unique to each PG.

Eastern Shore of Maryland Education Consortium Energy Trust (ESMEC-ET)

ESMEC-ET is a separate legal entity trust established in May 2001 by the nine (9) Eastern Shore of Maryland Boards of Education. The trust was established to provide for the cooperative purchase of electricity as a result of Maryland's restructured electric market. Since 2001 the Trust has added County Governments, Community Colleges and Towns all located in the Eastern Shore of Maryland. The Trust governance includes a trust agreement, bylaws, Board Trustees, Trust Manager, Legal Counsel, electric cost management and procurement plan and an Energy Advisory Consultant. Since 2006, ESMEC-ET has piggy-backed off of the BRCPC electric supply services contract as ESMEC-ET adopted the same procurement program as BRCPC.

Contract/Work Scope Features

Contracting Entity: Eastern Shore of Maryland Educational Consortium Energy Trust (ESMEC-ET)

Contract Term: One (1) year with (9) one year renewal options at the sole right of ESMEC-ET

Physical Delivery Start Date: December 2016 Delmarva Power- Maryland (DPL-MD) meter read dates

Electric Accounts: Approximately 835 DPL-MD electric accounts with FY2015 PJM volume of 169.4 million KWhs. Only DPL-MD electric accounts are enrolled in the ESMEC-ET sub account.

Budget Billing Rate Classes:

1. Primary Accounts (DPL rate class GSP)
2. Secondary Accounts (DPL rate classes LGS, SGS, GS-SH)
3. Outdoor Lighting (DPL rate classes OL, ORL)

Disposition of Open Block Purchases: ESMEC-ET holds open block purchases that will need to be handled in the same manner as BRCPC.

Renewables: Like BRCPC, ESMEC-ET may choose to purchase their Maryland Renewable Portfolio Standard (RPS) solar renewable requirements from member projects. If this were to occur, the same process would be followed as BRCPC, namely a separate SREC purchase and sale agreement would be executed between the seller (ESMEC-ET member project owner) and the buyer (Electric Supply Services Vendor) on behalf of ESMEC-ET.

ESMEC-ET Participating Members:

Caroline County Board of Education
Cecil County Board of Education
Dorchester County Board of Education
Kent County Board of Education
Queen Anne's County Board of Education
Somerset County Board of Education
Talbot County Board of Education
Wicomico County Board of Education
Worcester County Board of Education
Harford County Board of Education (DPL accounts only)
Caroline County Commissioners
Cecil County Commissioners
Dorchester County Commissioners
Kent County Commissioners
Queen Anne's Commissioners
Somerset County Commissioners
Worcester County Commissioners
Harford County Government (DPL accounts only)
Cecil College
Chesapeake College
Wor-Wic Community College
Town of Rock Hall
Town of Betterton
Town of Centreville
Town of Elkton
Town of Hebron
Town of Millington
Town of Sudlersville

Montgomery County (MD) Board of Education (MCBE)

MCBE is the largest public school system in the State of Maryland and the 16th largest public school system in the U.S. MCBE consists of over 200 schools located in the Pepco Maryland, Potomac Edison and BGE service territories. The MCBE electric procurement program is managed by the Assistant Director of Facilities and his Energy Management Team. MCBE has been purchasing electric supply in the same manner as BRCPC since 2007.

Contract/Work Scope Features

Contracting Entity: Montgomery County Board of Education (MCBE)

Contract Term: One (1) year with (9) one year renewal options at the sole right of MCBE

Physical Delivery Start Date: February 2017 meter read dates for Pepco-Maryland, Potomac Edison and BGE accounts.

Electric Accounts: FY2015 PJM volume of 234 million KWhs from approximately 278 accounts as follows:

BGE:	6
Pepco-MD:	245
Potomac Edison	27

Budget Billing Rate Classes – One budget billing rate for all accounts

Disposition of Open Block Purchases: MCBE holds open block purchases that will need to be handled in the same manner as BRCPC.

EASTERN SHORE OF MARYLAND EDUCATIONAL CONSORTIUM ENERGY TRUST (ESMEC-ET)
 REQUEST FOR PROPOSAL NO. P-146
 ELECTRIC SUPPLY SERVICES, TERM CONTRACT
 Due Date: 02/18/16, Time: 2:00 P.M.

X. PROPOSAL II – ESMEC - ET

PRICE SHEET PAGE 1 OF 1		REQUEST FOR PROPOSAL	
LINE NO.	COMMODITY/SERVICE DESCRIPTION	UNIT	UNIT PRICE
1	Service Fee (ESMEC-ET) Service Fee for providing Electric Supply Services as per specifications provided in Section 2.	\$/MWh	\$ _____
2	Carrying Charge (if any) on Account Deficiency as Result of Budget Billing. Published Index (state referenced index such as "1 Month Libor" or "3 Month Libor"): Adder to index (if any) – state as an annual percentage rate (for instance if 1 Month Libor = 1.0% and adder is 1.50%, then annual rate = 2.5%, insert 1.50% as the adder to index line to the right.	%	_____ _____%

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____

MONTGOMERY COUNTY BOARD OF EDUCATION (MCBE)
 REQUEST FOR PROPOSAL NO. P-146
 ELECTRIC SUPPLY SERVICES, TERM CONTRACT
 Due Date: 02/18/16, Time: 2:00 P.M.

XI. PROPOSAL III - MCBE

PRICE SHEET PAGE 1 OF 1		REQUEST FOR PROPOSAL	
LINE NO.	COMMODITY/SERVICE DESCRIPTION	UNIT	UNIT PRICE
1	<p>Service Fee (MCBE) Service Fee for providing Electric Supply Services as per specifications provided in Section 2.</p>	\$/MWh	\$ _____
2	<p>Carrying Charge (if any) on Account Deficiency as Result of Budget Billing</p> <p>Published Index (state referenced index such as "1 Month Libor" or "3 Month Libor"):</p> <p>Adder to index (if any) – state as an annual percentage rate (for instance if 1 Month Libor = 1.0% and adder is 1.50%, then annual rate = 2.5%, insert 1.50% as the adder to index line to the right.</p>	%	_____ _____%

COMPANY NAME: _____

FED ID OR SOCIAL SECURITY NO. _____

BALTIMORE COUNTY, MARYLAND
REQUEST FOR PROPOSAL NO. P-146
ELECTRIC SUPPLY SERVICES, TERM CONTRACT
Due Date: 02/18/16, Time: 2:15 P.M.

XII. PROPOSAL SIGNATURE COVER PAGE

PROPOSALS I, II, III

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>.