



**MONTGOMERY COUNTY AND
AGENCIES AND REGIONAL PARTNERS**

**COOPERATIVE
REQUEST FOR RENEWABLE ENERGY PROPOSALS**

RFREP OES-2-2015

FOR

**RENEWABLE ENERGY CERTIFICATES AND RELATED
DOCUMENTATION**

APRIL 22, 2015

SECTION I NOTICES AND CONTACTS

Event	Date
RFREP Issued	April 22, 2015
Proposal Conference (Optional)	May 13, 2015 1:30 P.M. Executive Office Building 101 Monroe Ave, 9 th Floor Rockville, MD 20850
Deadline for Questions	May 20, 2015
Proposals Due	May 25, 2015 (3:00 PM)
Anticipated Interviews Date (If Needed)	June 1, 2015
Anticipated Award Date	June 9, 2015
Anticipated Contract Date	June 19, 2015

Should a pre-proposal conference will be held. RSVP's for the pre-proposal conference must be sent 48 hours in advance to

<https://www.eventbrite.com/e/pre-bid-meeting-montgomery-county-renewable-energy-credit-purchase-tickets-16677509881>

Contact:

Victor Sousa
Energy Engineer
Department of General Services
Montgomery County, Maryland 20850
240-777-6036
Victor.sousa@montgomerycountymd.gov

Email inquiries are strongly preferred and will receive the quickest service.

SECTION II BACKGROUND AND DEFINITIONS

1. GENERAL BACKGROUND

Montgomery County, Maryland (the County) is soliciting proposals for the provision of Renewable Energy Certificates (REC) for the County, County and Bi-County agencies, local governmental entities, and other governmental entities within the State of Maryland as outlined in this Request for Energy Proposals (or Solicitation). The term "Participant" as used in this RFREP means the County, each County or Bi-County agency, local governmental entity, or other governmental entity. See Exhibit A for a complete list of the Participants in this cooperative solicitation. The County is the lead procurement agency in this solicitation.

It is the intention of the County to make one or more award(s) to successful bidders, to provide a specified number of RECs to the County on behalf of each Participant.

Under this RFREP, each bidder will submit a technical proposal outlining their capacity to deliver the stated quantity of renewable energy certificates meeting the County's requirements for source, vintage, etc. Each bidder will also submit a price proposal outlining the price per REC related to the outlined requirements. The County anticipates awarding the contract for REC supply in mid 2015 and purchase the quantity of REC's are anticipated at the start of each fiscal year (i.e. July 1 of any year).

2. DEFINITIONS

For purposes of this solicitation and any resulting contracts the following definitions apply:

A. General Definitions

Clean Renewable Energy: The "clean renewable energy" to be provided under this RFREP is intended to be in the form of Renewable Energy Certificates (REC), and is separate from any other contract for power supply.

REC Provider: An entity that markets Renewable Energy Certificates.

Renewable Energy Certificate (REC): The renewable attributes of one megawatt hour (MWh) of electricity generated using clean renewable energy resources. Attributes include *generation attributes* and *environmental attributes*. For purposes of this solicitation, RECs shall come from zero-emissions resources.

Generation Attributes: The characteristics associated with the generation of one megawatt hour of electricity including fuel type, location, and date of electricity generation. For purposes of this RFREP the geographic criteria for eligible RECs will be those associates with electricity generated within the United States. As part of the reporting requirements, the contractor must verify the eGRID sub-region within which generation occurred.

Point of Generation: The physical location in which electricity generation took place that provided the power with which the REC is associated (but not inclusive of). This means the location of the power plant or facility. The point of generation must be within the United States for RECs bid under this RFREP. In addition, the Point of Generation must be within the geographic area of a regional generation attribute tracking system.

Environmental Attributes: The environmental characteristics intrinsic to the generation of one megawatt hour of electricity, including emissions resulting from generation, any credits or allowances that are assigned or allocated to the source of generation by any federal or state body (such as carbon credits and/or *Allowances* of nitrogen oxides or other criteria pollutants provided under a set-aside by a state within a Cap & Trade region).

REC Vintage: The year during which the electricity associated with the REC was generated (including a period up to six month prior to the calendar year and up to three months after the calendar year) as meets the annual purchasing requirements of the US Environmental Protection Agency's (EPA) *Green Power Partnership*. For example, for purposes of this procurement, a 2016 "vintage" REC may be associated with power generated any time between July 1, 2015 and March 31, 2017.

Clean Renewable Energy Resources: Electricity generation resources meeting the definition of a Tier 1 Resource under the Maryland Renewable Portfolio Standard, and meeting the standards of Green Power as defined by the U.S. Environmental Agency's Green Power Partnership. For purposes of this solicitation this means zero-emissions renewable energy resources.

Delivery of REC: This means the delivery of the renewable energy certificate to the County who will allocate the RECs to specific participants, including the provision of all necessary documentation verifying the creation and retirement of the REC. This will include (to the satisfaction of the Participants) evidence of registry of the REC, generation and environmental attributes, and retirement within a regional tracking system. Specific delivery requirements are described in the Scope of Services.

eGRID Sub-region: As defined by the U.S. Environmental Protection Agency's Emissions & Generation Resource Integrated Database. Offerors who do not know the eGRID sub-region for a given Point of Generation are directed to the *EPA Power Profiler* as a source of information.

B. Pricing Product Definitions

Firm Fixed Price: Bids for each pricing group must consist of a single price per REC. A successful Contractor must also comply with the reporting requirements outlined in this RFREP specific to clean renewable energy.

Determination of Lowest Price: Lowest bid price will be determined as the lowest price per pound of avoided carbon dioxide emissions (based upon information provided by the US Environmental Protection Agency by eGRID subregion). However, the County understands that the renewable energy marketplace customarily prices renewable energy products as dollars per REC (\$/REC). Therefore, the County has provided pricing sheets to be utilized by all Offerors, which convert the price per REC to a price per pound of avoided carbon dioxide. These pricing sheets are provided as part of the RFREP, in the form of a Microsoft Excel spreadsheet. The County will determine the lowest bid based upon the bidders entry into the pricing sheets as price per REC, and converted to pounds of avoided carbon using the values and calculations embedded within the pricing sheets.

The County will purchase a desired number of RECs from the bidder(s) that provides the greatest avoidance of carbon at the lowest price to the County.

SECTION III PROCESS/METHOD OF AWARD/EVALUATION CRITERIA

1. PROCESS

A. Process

This RFREP will be a single bid with each vendor providing both qualification and cost information simultaneously.

The County reserves and may exercise one or more of the following rights and options in its sole discretion with respect to this RFREP:

- (a) to reject any or all proposals;
- (b) to supplement, amend or otherwise modify this RFREP;
- (c) to cancel this RFREP with or without the substitution of another RFREP;
- (d) to issue additional or subsequent RFREPs;
- (e) to conduct investigations with respect to the qualifications of any provider;
- (f) to change any time for performance set forth in this RFREP; and

(g) to waive any non-material deviation from this RFREP.

B. Selection Committee

The Selection Committee will consist of representatives of participating agencies selected by the Department of General Services and/or County agencies or municipalities who will evaluate all proposals in accordance with evaluation criteria set forth in this RFREP. During evaluation of the proposals, the Selection Committee may contact providers for written clarification or additional information.

2. PROCESS/THRESHOLD CRITERIA/EVALUATION CRITERIA

A. REC Purchase Terms and Conditions

The “REC Purchase Terms and Conditions of Contract between the Participant & Contractor,” attached hereto as Exhibit C, will be a part of every REC contract awarded pursuant to this RFREP. The provider’s acceptance of the “REC Purchase Terms and Conditions of Contract between the Participant & Contractor” will be a “Threshold Criteria,” as described below.

B. Threshold Criteria

For any timely proposals received in response to this RFREP, the Selection Committee will first determine whether the submitting provider meets the following threshold criteria:

- (1) It can provide satisfactory proof of its ability to timely provide the required insurance coverage.
- (3) It is willing to be bound by the applicable laws and regulations governing procurement in Maryland, in Montgomery County and/or in other jurisdictions, in both the procurement process and in the performance of any resulting contract(s).
- (4) It is willing to be bound by “REC Purchase Terms and Conditions of Contract between the Participant & Contractor” in Exhibit C, that will be included in any and every contract for RECs that may result from this RFREP.

C. Evaluation Criteria

1. Written and Price Proposals

The submission shall be reviewed according to the evaluation criteria in Figure 1.

Figure 1. Evaluation Criteria:

Area	Details	Points
Qualification	<ul style="list-style-type: none"> - Understanding of the RFREP's requirements. - Market experience, prior experience in REC sales of similar volume. - Customer billing, service, and dispute resolution. - Adequacy of supply to meet delivery schedule (typically annual) 	30
Financial Integrity	<ul style="list-style-type: none"> - Company credit rating, - Capitalization, - Historically sound financial performance to enable it to meet its obligations under the contracts that may result from this procurement; 	20
Price	<ul style="list-style-type: none"> - Price per REC normalized for the greenhouse gas reductions from the source region. 	30
Innovation and Local Value Multiplier	<ul style="list-style-type: none"> - Project services or origination include Montgomery County based companies. Origination in this context means presence of expert brokers, trading desks, or employees actively engaged in REC trading, tracking and origination. - Montgomery County Green Business Certified or participants in the Local Small Business Reserve Program (LSBRP) 	10
Total		100

3. Written Proposals

The County Selection Committee will select three vendors who score higher than 70 points on their written and pricing proposal. The County reserves the right to conduct interviews or request final cost and price information to finalize its decision.

SECTION IV SCOPE OF GOODS AND SERVICES FURNISHED

The Participants wish to purchase Renewable Energy Certificates (RECs). For each REC purchased under this agreement, the following requirements must be met.

Product Characteristics

1. The RECs and all associated attributes must meet the definitions set forth in the RFREP.
2. Each block of RECs purchased under this agreement will represent the attributes of electricity generated using one of the following generation sources:
 - a) Wind,
 - b) Solar,
 - c) Geothermal,
 - d) Tidal ocean energy, or
 - e) Other clean renewable energy resource which produces zero emissions and meets the definition of a Tier 1 Resource under the Maryland Renewable Portfolio Standard.
3. Each REC will also meet the following requirements:
 - a) Represent the attributes of electricity generated within the United States
 - b) Qualify as Green Power as defined by the U.S. Environmental Protection Agency's Green Power Partnership
 - c) No *double counting*: The RECs will not be included in any electricity supplier's renewable or alternative energy portfolio (RPS or AEPS) requirement for any year in any state or under any federal requirement
 - d) Be registered and tracked in a regional tracking system recognized by a Regional Transmission Operator or Independent System Operator for the region in which the generation occurs.
 - e) Be certified by an independent certification and verification program, such as but not restricted to Green-e. Vendors proposing any certification beyond Green-e should provide detailed information on the certification process, accountability, tracking, and verification protocols, and key contact information.
 - f) Be of *vintage* 2016 or 2017 or subsequent years as defined in this solicitation.

Product Delivery

Delivery of RECs by the Contractor to the Participants will take place annually (or according to a semi-annual or quarterly schedule agreed upon by the Participant and the Contractor). All RECs will be delivered to the Montgomery County Department of General Services, to the attention of Victor Sousa. Delivery shall consist of all documentation needed to verify the following:

1. The RECs meet all of the criteria described above and in the RFREP
2. Transfer of title to RECs from the Contractor to the Participant
3. Retirement of RECs (as sold to a voluntary market end user) within the appropriate tracking system
4. Reporting Requirements have been met to the satisfaction of the Participant

Delivery Schedule

RECs for each vintage year will be delivered according to the schedule included in the technical proposal of the Contractor. However, all vintage 2016 RECs shall be delivered prior to July 1, 2015, and all 2017 vintage RECs shall be delivered prior to July 1, 2016 and so on.

Reporting Requirements

1. The Contractor will designate an Account Manager who will be responsible for all communications with the Participants and for resolving all service issues under this Contract. The Account Manager must respond to all Participant inquiries not later than 24 business hours after an inquiry is made, whether orally or in writing.
2. The Contractor will provide the following information regarding REC characteristics:
 - a. Point of Generation – name and location of electricity generation facility
 - b. Date of Generation (by REC group)
 - c. Vintage Year of REC
 - d. Emissions Attributes:
 - i. Intrinsic Emissions: For RECs purchased under this agreement, intrinsic generation emissions must be zero. This means that no environmental emissions (such as combustion emissions) will be created during the generation of electricity associated with the RECs.
 - ii. Additional Environmental Benefits (optional): If the Contractor indicated the inclusion of any Allowance related to a criteria pollutant or Carbon Credit or Certificate as associated with the REC in the proposal, the Contractor must provide documentation from the state in which the generation took place verifying the existence of such attributes. The Contractor must also provide verification that such attributes transfer in title to the Participant in proportion to the quantity of RECs purchased by the Participants.
 - e. Emissions Offsets: The Contractor will provide emissions offset information regarding emissions that would have occurred if electricity had been generated by conventional power sources rather than clean renewable energy. For purposes of this requirement the Contractor may use the most recently published Regional Average figures for the eGRID sub-region in which the electricity is generated. Offset information is required for:
 - i. Carbon Equivalents
 - ii. Oxides of Nitrogen (NOx)
 - iii. Sulfur Dioxide (SO₂)
 - iv. Mercury

SECTION V INSTRUCTIONS

1. DETERMINATION OF RESPONSIBILITY

Upon request by the County or the Selection Committee, the provider will affirmatively demonstrate its responsibility in connection with this RFREP. The County reserves the right to consider as non-responsible a provider that has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the provider to be unable or unlikely to perform the requirements of the contract.

At any time, the County may request a provider to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of a provider to furnish requested information may constitute grounds for a finding of

non-responsibility of the provider. The County may deny the award, renewal, or assignment of a contract to or for any provider that is in default of payment of any money due the County.

Factors that may be considered in connection with a determination of responsibility include:

- 1) The ability, capacity, organization, facilities, and skill of the provider to perform the contract or provide the goods or services required;
- 2) The ability of the provider to perform the contract or provide the services within the time specified without delay, interruption or interference;
- 3) The integrity, reputation, and experience of the provider, and its key personnel;
- 4) The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
- 5) The sufficiency of financial resources of the provider to perform the contract or provide the services;
- 6) The certification of an appropriate accounting system, if required by the contract type; and
- 7) Past debarment by the County or other entity.

The County may require providers to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any provider's place of business during normal business hours to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract. If so requested, a provider must submit information about its reputation, past performance, business and financial capability and other factors that demonstrate that the provider is capable of satisfying the Participants' needs and requirements for a specific contract.

2. LATE PROPOSALS

Responses to each step of this RFREP received after the date and time specified are considered late, and may not, under any circumstances, be considered for any award resulting from this RFREP.

3. MONTGOMERY COUNTY CODE AND ELECTRICITY PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County COMCOR 11B.04.01 Electricity Procurement Regulations apply to this RFREP.

4. PROPOSAL WITHDRAWAL/MODIFICATION

A provider may withdraw or modify a proposal upon receipt by the County of a written request received from the provider before the time specified for the due date and time. However, once a proposal price has been given, it must be held until the date specified at 3:00 PM EST.

5. PROPRIETRY & CONFIDENTIAL INFORMATION

Providers are notified that the County and Participants have unlimited data rights regarding proposals submitted in response to this solicitation. Unlimited data rights means that the County and Participants have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by the providers in response to this or any solicitation issued by the County. However, the County will exempt information that is confidential commercial or financial information of a Provider, as defined by the Maryland Public Information Act, State Government Article, Section 10-617, from disclosure. It is the responsibility of the provider to clearly identify each part of its proposal that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one-inch bold face letters stating the words “confidential” or “proprietary.” The provider agrees that any portion of the proposal that is not stamped as proprietary or confidential is not proprietary or confidential. As a condition for the County keeping the information confidential, the provider must agree to defend and hold the County harmless if any information is not released at the request of the provider.

6. TERM AND EXTENSIONS

The term of this contract is 2 years, with up to two 2 year extensions. The County reserves the right to enter into a 4 year or longer contract based on the pricing for the base and optional years in exhibit A. All decisions will be made based on an offer being financially conducive to the County and its cooperative purchasers.

7. PUBLIC POSTING

The County will publicly post any list of Qualified Providers and the announcement of any contract award(s) on the County’s Department of General Services Website and physical versions are available from the Department of General Services, 101 Monroe St. 9th Floor, Rockville, MD. 20850.

8. RFREP AMENDMENTS

In the event that the County issues an amendment to this RFREP (“RFREP Amendment”), all terms and conditions will remain in effect unless they are specifically and explicitly changed by the amendment. Providers must acknowledge receipt of such RFREP Amendments, to the designated place, and prior to the hour and date specified in this RFREP or RFREP Amendment for receipt of proposals. Providers may acknowledge RFREP Amendments by doing one of the following:

- 1) By returning one signed copy of the RFREP Amendment either with its proposal or separately to Victor Sousa at the address set forth on page 1 of this RFREP.
- 2) By acknowledging receipt of the RFREP Amendment on the Acknowledgment submitted.
- 3) By stating that the RFREP Amendment is acknowledged in a signed letter that refers to the procurement and RFREP Amendment numbers.

9. PROPOSAL PREPARATION EXPENSES

Except for costs awarded as a result of successful solicitation protests, all costs incurred in the preparation and submission of proposals will be borne by the provider and will not be incurred in anticipation of receiving reimbursement from the Participants. In the case of a successful

solicitation protest, only reasonably incurred actual costs may be awarded and the total amount of costs that may be awarded may not exceed \$5,000.

10. VERBAL EXPLANATIONS

Verbal explanations or instructions given by an agent or employee of Montgomery County to a provider in regard to this proposal will not be binding on the County. Any binding information given to a provider in response to a request will be furnished to all providers as an RFREP Amendment if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to the uninformed providers. Only such RFREP Amendments, when issued by the County, will be considered binding on the County.

11. RENEWABLE ENERGY CERTIFICATE REQUIREMENTS

The Contractor must secure for the Participants all rights to any associated environmental attributes, values and/or credits as described in the Scope of Services. This does not constitute a requirement for the Contractor to purchase allowances on the open market in instances where emissions allowances are credits are not provided by a state or federal district governmental entity.

- A. Additional Volume of RECs by Other Parties – In addition to the Participants, other parties or jurisdictions have been invited to add additional volumes of RECs to this agreement. The Contractor, upon request from those parties, must make a good faith effort to enter into separate contracts with those parties for RECs. All terms, conditions and reporting requirements applicable to the Participants' purchase of RECs must apply to these other parties, unless mutually agreed to by the parties.
- B. Renewable Energy Reporting/Documentation Requirements – The Contractor will provide any and all certificates or documentation reasonably required to demonstrate the transfer of all rights to any environmental attributes, values and/or credits associated with and in proportion to the number of RECs delivered under the terms of this agreement. The Contractor must document this transfer of rights to the satisfaction of the Participants and/or participating jurisdictions. For these purposes, reasonable documentation includes copies of reports generated by the appropriate generation attributes tracking system administered and/or copies of reports submitted to the appropriate state utility commission showing the retirement of RECs.

Contractors must bill Participants according to the delivery schedule, based on total number of RECs delivered per billing period.

12. TERMS AND CONDITIONS

All Contracts awarded as a result of this proposal will contain the RFREP Terms and Conditions of Contract between the Participant & Provider contained in Exhibit C of this RFREP, except and unless modified by the County prior to the submission of written proposals.. In addition, Contracts involving deliveries of energy conforming to the Clean Renewable Energy requirements described below will contain Provider warranties, representations and covenants with respect to meeting such requirements.

Each provider must acknowledge that it agrees to all Electricity Purchase Terms and Conditions of Contract (see Acknowledgment page).

13. PROTESTS

A. Qualification / Selection Process

Any provider who is aggrieved in connection with a decision regarding the selection process, and wishes to challenge the decision, must file and deliver a written protest to the Director, Department of General Services, no later than ten (10) days after the list of Qualified Renewable Energy Credits (REC) Providers is posted by the Director. Protests should be filed as early in the proposal process as possible to enable timely correction of irregularities; however, protests must not be filed and will not be accepted after the expiration of the 10 day deadline. The Director must dismiss any tardy protests.

Each protest must contain the following information:

- 1) An identification of the RFREP;
- 2) The name, address and telephone number of the REC Provider protesting;
- 3) A statement supporting the standing of the provider to file a protest;
- 4) Specification of all grounds for the protest, including:
 - a. A submission of detailed facts and all relevant documents;
 - b. A citation to relevant language in the RFREP, regulations, or law relied upon; and
 - c. All other matters which the provider contends support the protest; and
 - d. Factual allegations regarding information not appearing on the face of the procurement or offer must be supported by affidavit based on personal knowledge
- 5) If proposal preparation costs are sought, the protesting provider must provide, by affidavit based on personal knowledge, evidence supporting the costs claimed.

Except as provided herein, any protests, including appeals, will be governed by the applicable County Procurement Regulations, including, but not limited to, the County Electricity Procurement Regulations. The burden of production of all relevant evidence, data, and documents and the burden of persuasion to support the protest is on the provider making the protest. In the event a provider protests a selection decision, its potential remedy in the event of a successful protest shall be limited to inclusion on the list of Qualified REC Providers, or, if time does not permit the addition of another Qualified REC Provider to such list, the protesting provider's actually incurred reasonable costs in connection with its preparation of its response. If such an award for costs is made, then said award must not exceed \$5,000.

SECTION VII CANCELATIONS

The County intends to proceed with a purchase if it determines a technically and economic arrangement can be negotiated with the successful bidder. However, the County reserves the right to:

- Cancel the RFEP,
- Not award a contract at its discretion,
- Reissue or amend the RFEP

- Reserves all options with regards to this effort at its discretion.

SECTION VIII: MANDATORY SUBMISSIONS

In order to reduce paper consumption, the County is accepting only proposals on electronic media. Proposals must be delivered on a flash drive or CD-ROM to the Montgomery County, Department of General Services, 9th Floor, Rockville, MD 20850. No later than 3:00 PM on May 25. Files must be either Adobe PDF or saved in Microsoft Office format. A one page cover letter may be provided.

In order to facilitate quick review, accurate scoring and timely award of the project, the REC Provider must submit their proposal within the following guidelines and format.

Section	Maximum Length (double sided)	Details
Cover letter	1 page	Identify your company, responsible parties, and any alternative names (e.g., doing business as or DBA). Clearly include contact information.
Product Information	4 pages	Description of any REC product(s) that may be bid by the Offeror Descriptions will include, to the extent possible, resource type (wind, solar, etc.) point of generation, third party certifications, and any unique or special features of REC products that may be of interest to the Participants.
Qualifications	3 pages	Provide a brief summary of similar sales of Renewable energy Credits completed for private or government clients. Include reference contact information for each client and quantity of RECs provided. Please include a description of the verification protocol used to document the receipt and retirement of the renewable energy credits.
Staff	3 pages	The County requires demonstrated experience in administering and servicing a REC purchase for a large, affiliated group such as the Participants' group. Offerors must provide an organization chart and identify the key personnel who will manage and service the Participants' accounts, and the qualifications, resumes and the business locations of these key personnel.
Financial Strength and Stability		If the Offeror has not been in existence for at least two-12 month periods, it must provide balance sheets and income statements for the life of the business. Offerors must also provide Credit reports or ratings prepared by established credit bureaus or agencies regarding the Offeror's payment and credit history.
Price Proposal	1 page	See attached pricing sheet
County	Unlimited	Attachment E Acknowledgement

Requirements	Attachment F MWCOG Rider Attachment G Certifications and References Attachment H Mandatory Insurance Attachment I Price and Cost Certification
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EXHIBIT A – DESCRIPTION OF PARTICIPANTS

The following is a list of governmental entities that have indicated interest in participating in this procurement. The Participants reserves the right to supplement the following list before or after proposal submission of the procurement with governmental entities within Maryland:

PARTICIPANT				
REC Vintage	2016	2017	2018 (Optional)	2019 (Optional)
Montgomery County, Maryland	215,000	215,000	291,000	300000
Montgomery County Public Schools	46,000	46,000	46,000	46,000
Montgomery College	60,000	65,000	65,000	65,000
Maryland-National Capital Park and Planning Commission	52,000	52,000	52,000	52,000
Participant Subtotal	373,000	378,000	454,000	463,000
Other Parties				
Chevy Chase Village	100	100	100	100
Chevy Chase Village Section 5	44	44	44	44
City of Gaithersburg	3,271	3,275	3,275	3,275
City of Rockville	16,500	16,500	16,500	16,500
City of Takoma Park	1,800	1,800	1,800	1,800
Town of Kensington	198	198	198	198
Town of Somerset	71	71	71	71
Other Parties Subtotal	21,984	21,988	21,988	21,988
Total REC Purchase Possible	394,984	399,988	475,988	484,988

Additional REC purchase options:

Vendors may price the additional requests below. The County may choose to elect these options at its discretion.

Option 1: The County (MCG) seeks to purchase an additional 103,000 RECS of 2015 vintage, to match the County's Fiscal Year 15 conventional electricity consumption from 50% to a 100% volume match

Option 2: The County to purchase additional 104,000(*)RECs for years 2016 up to an including 2019 to offset 157,553,013 lbs. CO2 emissions from facility heating (Natural gas , Heating Oil), and transportation fuels, (CNG, Diesel Fuel and gasoline).

(*) Based on an average eGrid environmental valuation of 1,520.45 avoided lbs. CO2 per MWh. Actual volume to be based on a specific eGrid sub region component

EXHIBIT B – PRICING FORMAT

Schedule: Price bids will be accepted via electronic submission (email) prior to the time and date provided in the procurement schedule. This schedule will be provided to eligible Offerors selected during Stage 1 of this procurement process.

Bids will be submitted using the pricing sheets provided in the form of an Excel spreadsheet as Exhibit B. to the RFEP. The following table displays the avoided carbon dioxide for each eGRID sub region by which the price for each submission will be evaluated. These figures are consistent with those used by the US EPA’s Green Power Partnership, and are provided to bidders for information purposes only. The actual pricing sheets are in spreadsheet format. Instructions for completing the pricing sheets are included in the spreadsheet.

Bids will be accepted for RECs of each *Vintage* year (including six months prior to the calendar year and three months following the calendar year) indicated on the pricing sheets. Each *Vintage* year will be evaluated separately. In addition, RECs from each eGRID sub-region will be evaluated as individual products. Basis of award will be made upon the price and the number of RECs bid in each sub-region, in declining order, from regions with highest avoided carbon to lowest.

Environmental Valuation	
eGRID Sub region	Pounds CO2 Avoided per MWh
AKGD	1387.37
AKMS	1427.76
AZNM	1210.44
CAMX	932.82
ERCT	1181.70
FRCC	1277.42
HIMS	1690.72
HIOA	1588.23
MROE	1755.66
MROW	2054.55
NEWE	1106.82
NWPP	1340.34
NYCW	1131.63
NYLI	1445.94
NYUP	1253.77
RFCE	1562.72
RFCM	1744.52
RFCW	1982.87
RMPA	1808.03
SPNO	1951.83
SPSO	1436.29
SRMV	1222.40
SRMW	1964.98
SRSO	1574.37
SRTV	1873.83
SRVC	1624.71

EXHIBIT C –TERMS AND CONDITIONS

ELECTRICITY PURCHASE TERMS AND CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first-tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first-tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first-tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Electricity Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Electricity Procurement Regulations, the Electricity Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section. (Effective June 28, 2010).

Contractor and all of its subcontractors must provide the same benefits to an employee with a domestic partner as provided to an employee with a spouse, in accordance with County Code §11B-33D. An aggrieved employee, is a third-party beneficiary who may, by civil action, recover the cash equivalent of any benefit denied in violation of §11B-33D or other compensable damages. (Effective January 1, 2011).

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Department of General Services. Unless performance is separately and expressly waived in writing by the Director, Department of General Services, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Department of General Services. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests.

5. CHANGES

The Director, Department of General Services, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Department of General Services, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A) The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Department of General Services, in writing and is authorized to:

- (1) serve as liaison between the County and the contractor;
- (2) give direction to the contractor to ensure satisfactory and complete performance;
- (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
- (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
- (5) accept or reject the contractor's performance;
- (6) furnish timely written notice of the contractor's performance failures to the Director, Department of General Services, and to the County Attorney, as appropriate;
- (7) prepare required reports;
- (8) approve or reject invoices for payment;
- (9) recommend contract modifications or terminations to the Director, Department of General Services;
- (10) issue notices to proceed; and
- (11) monitor and verify compliance with any MFD Performance Plan.

B) The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Electricity Procurement Regulations require that cost & pricing data be obtained from proposed awardees/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Department of General Services, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

In the event of any dispute between Contractor and the County and/or any individual Participant, neither the County nor any Participant(s) waives any of the rights of defenses which may be available to it or them under the applicable state or local statutes and laws granting immunity to governmental instrumentalities.

A. Disputes under the County Contract

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Electricity Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Department of General Services, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Department of General Services, for the purpose of dispute resolution. The Department Head or his/her designee, must forward to the Director, Department of General Services, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Department of General Services or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Department of General Services, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Department of General Services, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

B. Disputes under the Maryland-National Capital Park and Planning Commission Contract

In regard to any dispute by a Contractor arising under the Contract with the Maryland-National Capital Park and Planning Commission, pending final resolution of any dispute, the Contractor must proceed diligently with Contract performance. The Executive Director is the designee of the Maryland-National Park and Planning Commission for the purpose of dispute resolution. A claim must be made in writing, for a sum certain, and any money requested must be fully supported by all cost and pricing information.

C. Disputes under the Chevy Chase Village Contract

In regard to any dispute by a Contractor arising under the Contract with the Chevy Chase Village, any claim arising under this Contract shall be submitted in writing to the Village Manager for a decision. The decision of the Village Manager shall be promptly issued in writing and mailed or otherwise furnished to the Contractor. The decision shall state the reasons for the Village Manager's decision. The Contractor shall be afforded an opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute, the Contractor shall proceed diligently with contract performance. The Village Manager's decision shall be final and conclusive unless, within ten calendar days from the date of receipt of the decision, the Contractor mails or otherwise delivers a written appeal to the Village Board of Managers. The decision by the Village Board of Managers shall be final except that a dispute involving \$10,000 or more may be appealed in accordance with the Maryland Rules of Procedure.

D. Disputes under the Chevy Chase Section 5 Contract

In regard to any dispute by a Contractor arising under the Contract with the Chevy Chase Section 5, the dispute shall be submitted in writing to the Village Manager for a decision. The decision of the Village Manager shall be promptly issued in writing and mailed or otherwise furnished to the Contractor. The Contractor shall be afforded an opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute the Contractor shall proceed diligently with contract performance. The Village Manager's decision shall be final and conclusive unless an appeal is filed with the Village Council

E. Disputes under the City Of Rockville

In regard to any dispute by a Contractor arising under the Contract with the City of Rockville, the claim shall be submitted in writing to the City Manager for a decision. The decision of the City Manager shall be promptly issued in writing and mailed or otherwise furnished to the Contractor. The decision shall state the reasons for the City Manager's decision. The Contractor shall be afforded an opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute the Contractor shall proceed diligently with contract performance. The City Manager's decision shall be final and conclusive unless, within ten calendar days from the date of receipt of the decision, the Contractor mails or otherwise delivers a written appeal to the Rockville City Council. The decision by the Rockville City Council shall be final except that a dispute involving \$10,000 or more may be appealed in accordance with the Maryland Rules of Procedure..

F. Disputes under the Montgomery County Public Schools Contract

- 1) Any dispute by a Contractor arising under the Contract with Montgomery County Public Schools, concerning a question of fact arising under this Contract shall be disposed of by written agreement between the Contractor and the Contracting Officer. Pending final decision of a dispute, the Contractor shall proceed diligently with Contract performance.
- 2) This "disputes" clause, does not preclude consideration of law questions in connection with decisions provided for in paragraph a. above, provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

G. Disputes under the Montgomery College Contract

Any dispute by a Contractor arising under the Contract with Montgomery County College, which is not disposed of by agreement, shall be decided by the President of Montgomery Community College or a designee. Pending final decision of the dispute, the Contractor shall proceed diligently with Contract performance. Nothing hereunder shall be interpreted to preclude the parties from seeking, after completion of the agreement, any and all remedies provided by law.

H. Disputes under the Washington Suburban Sanitary Commission

In regard to any dispute by a Contractor arising under the Contract with the Washington Suburban Sanitary Commission, pending final resolution of any dispute, the Contractor must proceed diligently with Contract performance. The Executive Director is the designee of the Washington Suburban Sanitary Commission for the purpose of dispute resolution. A claim must be made in writing, for a sum certain, and any money requested must be fully supported by all cost and pricing information.

I. Disputes under the Town of Glen Echo Contract

In regard to any dispute by a Contractor arising under the Contract with the Town of Glen Echo, the dispute shall be decided by the Mayor and Town Council who shall notify the Contractor in writing of their determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Contract. The decision of the Mayor and Town Council shall be final.

J. Disputes under the Town of Kensington Contract

In regard to any dispute by a Contractor arising under the Contract with the Town on Kensington, the dispute shall be decided by the Mayor and Town Council who shall notify the Contractor in writing of their determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of its claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under this Contract. The decision of the Mayor and Town Council shall be final.

K. Disputes under all other Contracts

In regard to any dispute by a Contractor arising under the other Contracts, all claims or disputes arising under the Contract must be presented in writing to the Participant. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance.

9. DOCUMENTS, MATERIALS AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b)
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).
- (f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code.

In addition, the contractor must comply with the political contribution reporting requirements currently codified under Title 14 of the Election Law, Annotated Code of Maryland.

13. GUARANTEE

- A) Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B) Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C) All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D) The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E) Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

16. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

17. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

18. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

19. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

20. INSURANCE

Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Department of General Services, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Thirty days written notice to the County of cancellation or material change in any of the policies is required, unless a longer period is required by applicable law. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. The Director, Department of General Services, may waive the requirements of this section, in whole or in part.

EXHIBIT D: METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the Provider(s), resultant contract(s) will be extended to any or all of the listed members as designated by the Provider to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful Provider. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the awarded Provider's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

REC PROVIDER'S AUTHORIZATION TO EXTEND CONTRACT:

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
_____	_____	Alexandria, Virginia	_____	_____	Manassas Park, Virginia
_____	_____	Alexandria Public Schools	_____	_____	Maryland-National Capital Park & Planning Commission
_____	_____	Alexandria Sanitation County	_____	_____	Metropolitan Washington Airports County
_____	_____	Arlington County, Virginia	_____	_____	Metropolitan Washington Council of Governments
_____	_____	Arlington County Public Schools	_____	_____	Montgomery College
_____	_____	Bladensburg, Maryland	_____	_____	Montgomery County, Maryland
_____	_____	Bowie, Maryland	_____	_____	Montgomery County Public Schools
_____	_____	Charles County Public Schools	_____	_____	Northern Virginia Community College
_____	_____	College Park, Maryland	_____	_____	OmniRide
_____	_____	Culpeper County, Virginia	_____	_____	Potomac & Rappahannock Transportation Commission
_____	_____	District of Columbia	_____	_____	Prince George's County, Maryland
_____	_____	District of Columbia Courts	_____	_____	Prince George's County Public Schools
_____	_____	District of Columbia Public Schools	_____	_____	Prince William County, Virginia
_____	_____	District of Columbia Water & Sewer County	_____	_____	Prince William County Public Schools
_____	_____	Fairfax, Virginia	_____	_____	Prince William County Service County
_____	_____	Fairfax County, Virginia	_____	_____	Rockville, Maryland
_____	_____	Fairfax County Water County	_____	_____	Spotsylvania County Schools
_____	_____	Falls Church, Virginia	_____	_____	Stafford County, Virginia
_____	_____	Fauquier County Schools & Government, Virginia	_____	_____	Takoma Park, Maryland
_____	_____	Frederick, Maryland	_____	_____	Upper Occoquan Sewage County
_____	_____	Frederick County, Maryland	_____	_____	Vienna, Virginia
_____	_____	Gaithersburg, Maryland	_____	_____	Virginia Railway Express
_____	_____	Greenbelt, Maryland	_____	_____	Washington Metropolitan Area Transit County
_____	_____	Herndon, Virginia	_____	_____	Washington Suburban Sanitary Commission
_____	_____	Leesburg, Virginia	_____	_____	Winchester, Virginia
_____	_____	Loudoun County, Virginia	_____	_____	Winchester Public Schools
_____	_____	Loudoun County Public Schools	_____	_____	
_____	_____	Loudoun County Sanitation County	_____	_____	
_____	_____	Manassas, Virginia	_____	_____	
_____	_____	City of Manassas Public Schools	_____	_____	

Provider Name

EXHIBIT E – CERTIFICATIONS AND REFERENCES

(TO BE SUBMITTED WITH STAGE 1 PROPOSAL)

I, _____ am the _____ of

_____ (Provider), and I am duly authorized to provide the following certifications and information regarding this entity:

- 1. The provider will provide the County with documentation, if requested, supporting the certifications made above.
- 2. Additionally, within 10 days after the award of any contract(s) to the provider, it will comply with, and provide documentary proof to the County thereof, the insurance requirements set forth in this RFREPRFREP. **The provider attaches hereto its letter(s) of intent from its surety, insurance, and/or other provider demonstrating its ability to comply with these insurance requirements.**

/s/ _____ Date: _____

The County may at its discretion contact the following persons as references for the provider (provide a minimum of three names):

Contact Name and Title	Organization and Address	Telephone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT F – INSTRUCTIONS FOR ACKNOWLEDGMENT PAGE

INSTRUCTIONS

The Acknowledgement page is to be submitted with the Stage 1 Proposal.

REC Purchase Terms and Conditions of Contract:

The provider must include a signed acknowledgment that all of the “Electricity Purchase Terms and Conditions of Contract between Participant and Contractor” (Exhibit E) for this RFREP will be applicable to each contract that is expected to result from a subsequent award. Proposals that do not include this acknowledgment page may be rejected. The requirement may be satisfied by executing and returning (with the proposal) the acknowledgment shown below.

Amendments to RFREP:

Providers must acknowledge receipt of any Amendments to this procurement in the space indicated below, and with the understanding that except to the extent specifically set forth in the Amendments, the remaining terms of the RFREP will remain the same.

Name and Signature Requirements for Proposals and Contracts:

The correct legal business name of the provider must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different. Corporations must have names that comply with the laws of the states and/or federal jurisdictions in which they conduct business. The provider provider’s signature must conform to the following:

Where the provider is a corporation, a corporate officer must sign.

Where the provider is a partnership, at least one general partner must sign.

Where the provider is a limited liability company, an authorized representative must sign

Where the provider is a sole proprietor, the proprietor must sign.

ACKNOWLEDGMENT

Acknowledgment of REC Purchase Terms and Conditions of Contract:

The undersigned acknowledges and agrees that all “REC Purchase Terms and Conditions of Contract between Participant and Contractor” (Exhibit E) for this RFREP are applicable to each contract that results from a subsequent award. By signing this Acknowledgement, the provider hereby agrees that it has fully read and understood all language included and will comply with all requirements and regulations referenced in this RFREP.

Acknowledgment of Procurement Amendments:

The undersigned acknowledges receipt of the following amendments or addenda to the RFREP and acknowledges its understanding that except to the extent specifically set forth in these Amendments, the remaining terms of the RFREP will be the same:

Amendment Number	Date

Business Firm’s Typed Name/Form of Entity: _____

Name and Title of Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

COST AND PRICE REQUIREMENTS

By submitting your proposal, you, if selected for negotiation, grant the Contracting Officer or an authorized representative the right to examine those books, records, documents and any other supporting data that will permit adequate evaluation of the proposed price. This right may be exercised at any time prior to award of a contract. The Montgomery County Government may utilize an independent Provider for cost and price analysis or to examine your books and records.

The Cost/price for any resultant contract will be negotiated on the basis of the successful Provider’s normal estimating and/or accounting system or the system set forth in Cost Accounting Standards Board Disclosure Statement as required by Public Law 100-679.

Prior to contract execution, the intended awardee may be required to provide the following information;

- A. Latest and previous year’s financial statement or profit and loss statement.
- B. Burdened rate verification detailing the composition and value of the elements of Fringe Benefits, Overhead, General and Administrative Overhead, Profit or Fee.

EXHIBITG– MANDATORY INSURANCE REQUIREMENTS

MANDATORY INSURANCE REQUIREMENTS

Commercial General Liability

A minimum limit of liability of **FIVE MILLION DOLLARS (\$5,000,000)** combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

Contractual Liability
Premises and Operations
Independent Contractors
Products and Completed Operations
Personal Injury

Additional Insured(s)**

Montgomery County Government must be named as an additional insured on general liability policies.

Policy Cancellation

Forty-five (45) days written notice of cancellation or material change of any of the policies is required.

Certificate Holder(s)**

Montgomery County, Maryland
DGS-Office of Energy and Sustainability
ATTN: Utility Management Team
101 Monroe St, 9th Floor
Rockville, MD 20850

****Each participant in this purchase must be issued a separate Certificate naming them as Additional Insured and Certificate Holder Individually on certificates provided to meet that entity's contract requirements**

EXHIBIT H – SIGNATURE PAGE AND AWARD SHEET

(TO BE SUBMITTED WITH PROPOSAL)

RFREP# XXX-XX	MONTGOMERY COUNTY, MARYLAND Supply of Renewable Energy Certificates (REC) SIGNATURE PAGE AND AWARD SHEET
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PART I: SOLICITATION

THE FOLLOWING ARE HEREBY INCORPORATED BY REFERENCE INTO AND MADE PART OF ANY CONTRACT AWARDED:

1. The "Instructions" contained in Section III of this RFREP.
2. The "Terms and Conditions" contained in this RFREP (Exhibit C).
3. The "Signature Page and Award Sheet" (Exhibit H).
4. All other provisions, representations, certifications, amendments, addenda, and specifications listed in this RFREP.

PART II- PROPOSAL

The CONTRACTOR (Qualified Offeror), by signing this solicitation, agrees that the photocopied signature of a person authorized to sign bids and contracts for the CONTRACTOR forms a valid, binding contract.

NAME AND SIGNATURE REQUIREMENTS FOR BIDS AND CONTRACTS

The correct legal business name of the CONTRACTOR must be used. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different. Corporations must have names that comply with State Law. The Contractor's signature must conform to the following:

1. Where the CONTRACTOR is a corporation, a corporate officer must sign;
2. Where the CONTRACTOR is a partnership, at least one general partner must sign;
3. Where the CONTRACTOR is a limited liability company, an authorized representative must sign;
4. Where the CONTRACTOR is a sole proprietor, the proprietor must sign.

CONTRACTOR'S NAME:	TELEPHONE NO.:
ADDRESS:	TOLL FREE NO.:
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	FAX NO.:

<p>ACKNOWLEDGEMENT OF AMENDMENTS The CONTRACTOR acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:</p> <table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Amendment No./Date</th> <th style="width: 50%;">Amendment No./Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Amendment No./Date	Amendment No./Date							<p>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT):</p> <p>SIGNATURE OF ABOVE PERSON:</p> <p>DATE:</p>
Amendment No./Date	Amendment No./Date								

PART III: AWARD (TO BE MADE BY THE AUTHORIZED SIGNATORY FOR THE PARTICIPANT)

YOUR BID IS ACCEPTED AS TO THE FOLLOWING AND/OR AS ATTACHED TO THIS DOCUMENT: **YOUR CONTRACT NUMBER IS**

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Participant: _____ for REC Volumes Included and Prices for Services See Attachment(s)

BY _____
PRINTED NAME OF PERSON AUTHORIZED TO SIGN DATE
AWARD/CONTRACT FOR THE PARTICIPANT

SIGNATURE OF PERSON AUTHORIZED TO SIGN DATE
AWARD/CONTRACT FOR THE PARTICIPANT