



MONTGOMERY COUNTY

REQUEST FOR ENERGY PROPOSALS

**PURCHASE OF ELECTRICITY FROM SOLAR
PHOTOVOLTAIC SYSTEMS HOSTED ON
MONTGOMERY COUNTY FACILITIES**

January 23, 2014

SECTION I NOTICES AND CONTACTS

Event	Date
RFEP Issued	January 23, 2014
Proposal Conference (Optional)	February 14, 2014 1:00 to 2:30 PM Executive Office Building 101 Monroe Ave, 9 th Floor Rockville, MD 20850
Site Tours	February 17 through 21, 2014 (<i>Schedule to be Published</i>)
Deadline for Questions	February 24, 2014
Proposals Due	February 27 2014 3:00 P.M

A pre-proposal conference will be held. RSVP's for the pre-proposal conference must be sent 48 hours in advance to eric.coffman@montgomerycountymd.gov

Contact:

Eric R. Coffman
Chief
Office of Energy and Sustainability
Department of General Services
Montgomery County, Maryland 20850
240-777-5595
Eric.coffman@montgomerycountymd.gov

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

SECTION II BACKGROUND AND DEFINITIONS

1. GENERAL BACKGROUND

Montgomery County Government is committed to creating a more vibrant, healthy, prosperous and sustainable community. The County's 2009 Climate Protection Plan and 2010 Green Economy Plan both identify deployment of clean energy systems as a priority of the County's climate and energy goals. Montgomery County is launching an effort to identify and install solar photovoltaic systems in and around Montgomery County facilities.

The County is specifically seeking a third party to install, own, operate and finance solar projects hosted on County facilities. The Montgomery County Department of General Services (DGS) is custodian of County buildings and sites and is responsible for the ownership, operation, maintenance, management, utilities and leasing of County facilities. Collectively, the Department's portfolio includes 271 owned facilities encompassing over 5,000,000 square feet (sq ft.) of gross floor area (GFA). In addition, DGS is responsible for extensive grounds and properties that can be used for solar deployment where economical and consistent with the County's development plans.

The Solar Provider, in their response to this RFEP should be prepared to provide complete turn-key photovoltaic solar project including financing and selling the electricity generated to the County. The County respects economies of scale and has an interest in bundling as many projects into large awards but also may consider multiple awards where determined to be in the County's best interests.

2. DEFINITIONS

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

A. General Definitions

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

Clean 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.

Contractor: Same as Solar Provider

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).

Facility: Any building, parking lot, property specified by the County.

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

Gross Floor Area (GFA): The total floor area calculated by the County across a building's footprint. Not to be confused with roof area.

Ground Mount Solar Photovoltaic System: A solar photovoltaic system positioned on open space separate from a building. Typically consisting of scaffolding, solar photovoltaic panels and ancillary equipment.

Megawatt Bonus: Price reduction by vendor, expressed as \$/kWh delivered, if awarded over 1 MW of identified capacity.

Parking Lot Solar System: Solar system built over a surface parking lot or garage, including canopies, solar photovoltaic panels and ancillary equipment. Generally, systems will be designed to not disrupt existing parking.

Photovoltaic Solar System: A system of solar panels and ancillary equipment that converts sunlight to usable electricity. For the purposes of this procurement, electricity delivered to the County to support operations. The output at the County's building interface is alternating current (AC), unless otherwise specified.

Premium Item: An energy efficient technology, product or service installed or provided in conjunction with a solar system and ancillary in function.

PJM: The regional grid operator.

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.

REC Delivery: This means the delivery of the renewable energy certificate to the 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.

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 2014 "vintage" REC may be associated with power generated any time between July 1, 2013 and March 31, 2014.

Renewable Energy Request for Proposals: this proposal is covered under COMCOR 11B.04.01 Electricity Procurement Regulations and being issued directly by Department of General Services (DGS) and administered by the Office of Energy and Sustainability (OES).

Solar Provider: A private or non-profit organization that installs, owns, operates and finances a solar system on a Montgomery County owned facility while selling the electricity to the County government or the County's delegate.

SECTION III PROCESS/METHOD OF AWARD/EVALUATION CRITERIA

1. PROCESS

A. Process

The RFEP will be evaluated in two stages. In the first stage, the County will review Solar Provider qualifications and price proposals. In the second stage, the County will conduct interviews with project teams that score above 70 as determined by the Selection Committee.

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

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

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

B. Selection Committee

The Selection Committee will consist of representatives of Participants selected by the DGS who will evaluate all proposals in accordance with evaluation criteria set forth in this RFEP. During evaluation of the proposals, the Selection Committee may contact providers for written clarification or additional information at the Department’s discretion.

C. Notes and Instructions to Qualified Solar Providers Regarding Pricing

Solar Providers are prohibited from making any changes to the format or formulas within the pricing spreadsheet, and are to enter their proposal date in the fields specified only. Any alterations to the proposal format will be grounds for rejecting the price proposal.

2. QUALIFICATIONS AND PRICING

A. Evaluation Criteria

The Solar Provider will submit to the County a written proposal and pricing sheet as specified in Attachment A and B. 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"> - Company’s experience installing large photovoltaic systems (up to 10 points) - Experience with turn-key power purchase agreements (up to 5 points) - Time between contract award and securing a letter of intent from an investor to finance large dollar projects, (up to 5 points) - Previous projects with local governments (up to 5 points) - Experience of project key staff that will be assigned to the proposed project (up to 5 points) 	30
Price	<ul style="list-style-type: none"> - Price per kilo-watt hour (kWh) of total proposed project. (up to 40 points) - “Megawatt” (MW) bonus – discount provided by Solar Provider if awarded or more MW of capacity (up to 10 points) 	50
Innovation	<ul style="list-style-type: none"> - Novel approaches, advanced photovoltaic designs, (Up to 3 points) - Availability and pricing of premium items, (Up to 3 points) - Project includes physical products or services of local companies. This may include but is not limited to 	10

¹ <http://www6.montgomerycountymd.gov/content/DGS/Dir/OBRC/LSBRP/index.html>

	participants in the Montgomery County Local Small Business Reserve Program ¹ or Green Business Certification. ² (Up to 4 points)	
Volume	- Volume (total kW/MW of capacity) of photovoltaic identified	10
Total		100

3. Oral Proposals and Interviews

The County will interview project team's who score higher than 70 points on their written and pricing proposal. If selected for an interview, the project team will deliver a concise 20 minute PowerPoint presentation to the QSC, with an additional 10 minutes allocated for questions. The criteria for written proposals are specified in Figure 2.

Figure 2. Oral Presentation Criteria and Scoring

Area	Details	Points
Clarity of Presentation	Ability to deliver a concise and professional presentation.	10
Clarity of Responses to Questions	Ability to provide accurate and concise responses to QSC questions.	10
Presentation Distribution by Staff Type	Coordination of presentation across professionals who will be working with financing, construction, project management etc.	10
Total		30

SECTION IV SCOPE OF SERVICES

1. Solar Provider Responsibilities

The Solar Provider must design, install, maintain and finance a turn-key photovoltaic solar project on County facilities. Including but not limited to:

A. Pre-project:

- Provide all initial and final engineering drawings and plans to the County's satisfaction,
- Conduct any PJM interconnection studies necessary to execute the project,
- Obtain interconnection agreements with the applicable utilities or PJM,
- Obtain all necessary federal, state, local, and other permits necessary to complete the system, it will be the Solar Provider's responsibility to pay all permit fees,
- Obtain all necessary zoning approvals,
- Provide monthly updates on planning to the County, the County may request more frequent updates as needed.

² <http://mcgreenbiz.org/>

B. Construction and Implementation:

- Project site preparation including all necessary repairs, site preparations necessary to install the photovoltaic system,
- Ensure the integrity of the roof membrane or surface, including negotiating with roof warranty providers where applicable. This includes limiting roof penetrations, unless otherwise specified by the County.
- Install the photovoltaic system, to the satisfaction of the County, including all photovoltaic equipment, inverters, wiring, and ancillary equipment necessary for system operations,
- Coordinate with existing Energy Service Companies (ESCO's) where sites involve multiple energy projects.
- No work done on this project shall void an existing roof warrantee or designer stipulated roof loading limitation. It is expected that the roofing firm holding the existing warranty will be involved in the project sufficiently to maintain validity of warranty. It is expected that the firm that performed the original structural calculations will be involved in the project sufficiently to approve the additional
- Any temporary interruption of electric power in buildings, either partially or for the entire service, should, if at all possible, be performed after regular school hours, or coordinated with County staff,
- For the finished installation, special attention shall be paid to minimizing the risk of exposed fasteners, sharp edges, and potential future damage to the modules or support structure. Corrosion resistance and durability of the mechanical hardware shall be provided by the use of stainless steel fasteners and an aluminum support structure. The use of ferrous metals, wood, or plastic components is not allowed. Galvanic corrosion shall be avoided.
- Commission and activate the system.

C. Maintenance and Ongoing Operations:

- Maintain the system for its service life, including any washing, upgrades, repairs necessary to ensure the continuous delivery of electricity,
- Accept responsibility for repairs, moisture, infiltration, damage caused by the photovoltaic system and any ancillary equipment,
- Provide revenue grade metering to establish the amount of electricity delivered to the County and billing,
- Provide ongoing monitoring and a data output via web suitable for display on County websites or LCD monitors in the building,
- Supply all necessary internet connections for monitoring of the system, unless waived by the County,
- Relocating the system, at the Solar Provider's expense, for facilities where the roof life is projected to be less than the specified service life of the solar photovoltaic equipment.

D. Financing:

- Arrange and execute financing for the life of the project,
- Provide a letter of commitment, within 90 days of a signed contract with the County, from any financial party who will underwrite the project.
- Aggregate all federal, state, local and utility incentives and incorporate these into the cost per kWh of power delivered

- Aggregate and market all environmental attributes and renewable energy certificates (RECs) generated by the system to reduce the price per kWh realized by the County. The County may request that the Solar Provider provide alternative RECs from less expensive national sources to maintain the integrity of carbon reduction claims from the project. The Solar Provider must provide a price premium for this service in the pricing sheet (Attachment B).

E. Electricity Generation and Sales

- Provide the County all electricity generated by the system, unless explicitly waived by the County,
- In the case a system is designed to exceed the County facility’s annual demand, the Solar Provider must provide the County first right of refusal to apply the generation to another County facility via Maryland’s virtual net metering law ([COMAR 20.50.10](#)). If electricity is exported through the wholesale electricity market, the Solar Provider shall be responsible, at the County’s request, for negotiating with the County’s electricity supplier/consultants to apply it to other accounts. Currently, the county is under contract with a full requirement supplier, but future utility purchasing strategy changes may increase wholesale market exposure.

F. End of Service Life:

The Solar Provider must execute the following at the County’s discretion at the end of the contract term.

- Decommission and remove the system from the building, the County may offer an opportunity to repower the system. Upon decommissioning, the Solar Provider must restore any areas of the facility modified to accommodate the photovoltaic system to its pre-project condition,
- Offer the system to the County at a fair market value identified by an independent appraiser approved by both the County and Solar Provider.

2. County Requirements:

The County will be responsible for the following:

- Providing necessary space to host the system, as identified in design documents approved by the County,
- Providing access to the site for all agreed upon installation and maintenance,
- Providing a notice to proceed in a timely manner,
- Purchasing the electricity for the term and value identified in the contract and pricing model. Note this term may vary depending on the facility.
- In the case of termination for convenience. The County will either relocating the system to an alternative facility at the County’s expense, or purchase the system at the buy-out price specified in the pricing model.

3. *Premium Items:*

To foster innovation and reduce future capital costs, the County is interested in incorporating “premium” items into the financed package. These will be improvements directly related, or ancillary, to the installed photovoltaic system. The costs of premium items, where applicable, must be amortized across the contract term and expressed as an “adder” in \$/kWh, including negative numbers (discounts) where the premium item’s cost is offset by incentives.

Premium items, if offered, may be priced by the energy firm in its proposal as described above. Premium items will be factored into the evaluation of innovation points. The Solar Provider will be responsible for the operation and maintenance of any premium items through the life of the photovoltaic system at no additional cost to the County.

The County is interested in the following premium items.

- A. *RECs* from national wind, photovoltaic or geothermal assets consistent with the County’s energy policy (Montgomery County, Council Resolution 15-1529). The Solar Provider must provide an attestation as part of its annual report indicating the number and source of RECs.
- B. *Electric Vehicle Ready Parking Spaces* – installation of necessary conduit, circuits, switchgear, and mounting surfaces to allow easy installation of level II electric vehicle charging stations at a later date.
- C. *LED Lighting* – provide light emitting diode (LED) lighting under canopies, where applicable.
- D. *Battery Back-up/ Frequency Regulations*– providing energy storage capability for facility back-up, may be coupled with accessing PJM frequency market incentives to offset costs. If offered, the Solar Provider must coordinate with the County’s Demand Response (DR) Solar Provider during DR events.

SECTION V. PROJECTS AND SITES

Montgomery County has identified 17 facilities, which it is making available for the Solar Provider to price as part of this solicitation. Solar Provider may offer a proposal to any system included on this list, and is encouraged to offer proposals for each facility. The Solar Provider does not need to propose for each project, however projects that are bid by one provider and not another may be bundled based on provided pricing.

A. *Phase I Projects:*

FACILITY_NAME	ST NUMBER	ST NAME	City	Zip	Facility Data						Solar Type Accepted		
					Roof Age	Remaining Warranty Years	Square Footage	Electric Utility	Elec Consumption (kWh)	Elec Demand (kW)	Roof Mount	Parking Lot Mount/Canopy	Ground Mount
Bauer Rec. Center	14625	BAUER DR	Rockville	20853		2	20,080	Pepco	348,057	103	Y	Y	N
Betty Ann Krahnke Center	14810	BROSCHART RD	Rockville	20850	14	10	22,745	Pepco	268,200	63	Y	Y	N
County Correctional Facility	22880	WHELAN LN	Boyd's	20841	12	5	177,305	Potomac Edison	5,405,257	1054	Y	Y	Y
Fire Station #29, Germantown	20001	CRYSTAL ROCK DR	Germantown	20874				Pepco	211,200	50	Y	N	N
Holiday Park Senior Ctr.	3950	FERRARA DR	Wheaton	20906	19	0	11,892	Pepco	505,600	164	Y	Y	Y
Jane Lawton Rec. Center	4301	WILLOW LN	Chevy Chase	20815	20	0	22,216	Pepco	297,520	108	Y	Y	N
Long Branch Rec. Center	8700	PINEY BRANCH RD	Silver Spring	20850	10	5	4,755	Pepco	638,018	155	Y	Y	N
Longwood Rec. Center	19300	GEORGIA AVE	Brookville	20833	15	5	62,022	Pepco	168,960	64	Y	Y	N
Martin Luther King Swim Center	1201	JACKSON RD	Silver Spring	20904	15	0	27,734	Pepco			Y	Y	N
New Liquor Warehouse	201	EDISON PARK DR	Rockville	20850	2	20	208,000	Pepco			Y	Y	Y
Public Safety Headquarters	100	EDISON PARK DR	Gaithersburg	20878			340,000	Pepco			Y	Y	Y
Potomac Community Center	11315	FALLS RD	Potomac	20854		0	34,469	Pepco	666,456	193	Y	Y	N
Praisner Recreation Center	14906	OLD COLUMBIA PIKE	Burtonsville	20866	11	5	28,448	Pepco	258,943	96	Y	Y	N
Rockville Library	21	MARYLAND AVE	Rockville	20850				Pepco	1,656,960	400	Y	N	N
Up-County Service Center	12900	MIDDLEBROOK RD	Germantown	20874	23	0	33,656	Pepco	1,933,390	398	Y	Y	N
Veteran's Plaza Civic Bldg (Building Only)	1	VETERANS PL	Silver Spring	20910	<5	>10	12085	Pepco	871,257	260	Y	N	N
Kidstop Childcare Center	15910	Somerville	Rockville	20855	>15	0	8450	Pepco	120,560	45	Y	Y	N

B. Phase II Projects:

In addition to the projects listed in Phase I, the County anticipates that the selected Solar Providers will be able to evaluate and propose projects on additional facilities in the County's portfolio. The County will work with the Solar Provider to screen appropriate facilities. The County anticipates the identification of additional projects will occur simultaneously with the implementation of Phase I projects, but may add or adjust as needed. A full list of possible Phase II projects is listed in Attachment C

SECTION VI CONTRACT TERMS AND TASK ORDERS

A. Task Orders: The County will issue Task Order's specific to a project, incorporating the Solar Provider's proposal by reference and a site access/license agreement (See Attachment J respectively for samples.). The task order will specify the Contract term (e.g., years) and applicable sites.

B. Payment: Invoices will be paid net 30 days after the beginning of metered electricity production by the system.

SECTION VII 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 RFEP. 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 RFEP received after the date and time specified are considered late, and may not, under any circumstances, be considered for any award resulting from this RFEP.

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 RFEP.

4. PROPOSAL WITHDRAWAL/MODIFICATION

A provider may withdraw or modify a Stage 1 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. PUBLIC POSTING

The County will publicly post any list of Stage 1 Qualified Solar 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.

7. RFEP AMENDMENTS

In the event that the County issues an amendment to this RFEP ("RFEP 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 RFEP Amendments, to the designated place, and prior to the hour and date specified in this RFEP or RFEP Amendment for receipt of proposals. Providers may acknowledge RFEP Amendments by doing one of the following:

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

8. 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.

9. 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 RFEP 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 RFEP Amendments, when issued by the County, will be considered binding on the County.

10. TERMS AND CONDITIONS

All Contracts awarded as a result of this proposal will contain the RFEP Terms and Conditions of Contract between the Participant & Solar Provider contained in Exhibit C of this RFEP, except and unless modified by the County prior to the Stage 2 process. In addition, Contracts involving deliveries of energy conforming to the Clean Renewable Energy requirements described below will contain Solar 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).

11. PROTESTS

A. Stage 1

Any provider who is aggrieved in connection with a decision regarding Stage 1, 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 Stage 1 Qualified Solar 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 RFEP;
- 2) The name, address and telephone number of the Solar 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 RFEP, 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 Stage 1 decision, its potential remedy in the event of a successful protest shall be limited to inclusion on the list of Stage 1 Qualified Solar Providers, or, if time does not permit the addition of another Qualified Solar Provider to such list, the protesting provider's actually incurred reasonable costs in connection with its preparation of its response to Stage 1. If such an award for costs is made, then said award must not exceed \$5,000.

B. Stage 2

Any Qualified Solar Provider who is aggrieved in connection with a decision regarding Stage 2, 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 proposed award is posted. Protests should be filed as early in the procurement 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 RFEP;
- 2) The name, address and telephone number of the Qualified Solar Provider protesting;
- 3) A statement supporting the standing of the Qualified Solar 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 procurement, regulations, or law relied upon; and
 - c. All other matters which the Qualified Solar 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 Qualified Solar Provider must provide by affidavit based on personal knowledge evidence supporting the costs claimed.

Except as provided herein, the protests, including appeals, will be governed by the applicable County Electricity Procurement Regulations, (cite procurement section()) 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 Qualified Solar Provider making the protest. In the event a Qualified Solar Provider successfully protests a Stage 2 decision, its potential is limited to the Qualified Solar Provider actually incurred reasonable costs in connection with the preparation of its response to Stage 2 of the proposal. If an award for costs is made, then said award must not exceed \$5,000.

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, **February 27th, 2014**. Files must be either Adobe PDF or Microsoft Office, with exception of the pricing sheets which may only be provided in Excel. A one page cover letter may be provided.

In order to facilitate quick review, accurate scoring and timely award of the project, the Solar 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.
Project Narrative	4 pages	Describe your vision of the project and why your organization is the best partner.
Qualifications	3 pages	Provide a brief summary of similar projects completed for private or government clients. Include reference contact information for each project.
Staff	3 pages	Provide brief biographies, no longer than 400 words per individual, including key engineers, principals and project managers.
Project Forms and Pricing Model	Unlimited	Provide a completed project description (Attachment A) and completed pricing model (Attachment XB) for each project you plan to proposal.
Cut sheets	Unlimited	Manufacturer cut sheets for anticipated photovoltaic solar panels, inverters, and any premium equipment where specified
County Requirements	Unlimited	Attachment E Acknowledgement Attachment F MWCOG Rider Attachment G Certifications and References Attachment H Mandatory Insurance Attachment I Price and Cost Certification
Vendor's Preferred Solar Power Purchase Agreement	Unlimited	Provide a copy of the vendor's standard SPPA.

ATTACHMENT A. - PROJECT DESCRIPTION FORM

Provide one form for each project/building address

Building Name:	Use name of building as provided in County Section III
Address:	Use County assigned address
Proposed System Size (kW/DC)	Size in kW DC
Proposed System Size (kW/AC)	Size in kW AC
Area Used (sq. ft)	Square foot of Roof, Ground or Parking Lot used
Photovoltaic Manufacturer	Proposed equipment manufacturer (include cut sheet)
Inverter Manufacturer	Proposed Inverter Manufacturer (include cut sheet)
System Design Life (Years)	Life of system, must not exceed any limitations established by the County in Section III
Description of Mounting System: Describe the mounting system, how it attached to the roof, if there are any roof penetrations expected etc.	
Description of System: Provide a brief description of the system, its design, any unique characteristics. -	
Rendering: Provide a simple rendering of the system showing at a minimum: <ol style="list-style-type: none">1. Orientation relative to the building and site,2. Amount of roof area used and where relative to any visible obstructions,	
Premium Items: Describe any premium items provided (As requested in Section III) including details on the technology, the provider, any site restrictions, or site limitations.	

ATTACHMENT B. – PRICING FORMAT

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ATTACHMENT C MASTER LIST OF FACILITIES

MASTER LIST OF OWNED FACILITIES

FACILITY_NAME	FEET	ACRES	PREM_STNAME	PREM_STTYPE	CALCULATED_GFA	BUILDINGS IN USE
1st District Police Station/Closed	1,125,590	25.84	SEVEN LOCKS	RD	0	0
2nd District Police Station	6,560	0.15	WISCONSIN	AVE	21,400	1
2nd District Police Traffic	12,893	0.30	MONTGOMERY	AVE	640	1
3rd District Police Station	101,545	2.33	SLIGO	AVE	19,872	1
3rd District Police Station (New)	398,138	9.14	MILESTONE	DR	Pending	0
4th District Police Station	92,782	2.13	RANDOLPH	RD	22,878	2
5th District Police Station	310,147	7.12	AIRCRAFT	DR	25,322	1
Aspen Hill Library	148,975	3.42	ASPEN HILL	RD	16,131	1
Bauer Rec. Center	366,775	8.42	BAUER	DR	20,364	1
BCC Service Center	98,091	2.25	EDGEMOOR	LN	18,712	1
BD-Equip Main Bldg. A	821,541	18.86	SEVEN LOCKS	RD	29,337	1
BD-Main Building. B	821,541	18.86	SEVEN LOCKS	RD	12,297	1
BD-Materials Lab Bldg. D	821,541	18.86	SEVEN LOCKS	RD	17,230	1
BD-Repair Shop Building F	821,541	18.86	SEVEN LOCKS	RD	9,362	1
BD-Sign/Marking Shop Bldg. E	821,541	18.86	SEVEN LOCKS	RD	8,226	1
BD-Signal Shop/Tech. Ctr. Bldg. C	821,541	18.86	SEVEN LOCKS	RD	16,590	1
Bethesda Library	97,336	2.23	ARLINGTON	RD	24,402	1
Bethesda Outdoor Pool	1,399,147	32.12	ARLINGTON	RD	3,759	1
Betty Ann Krahnke Center	184,258	4.23	BROSCHART	RD	23,113	1
Bomb Squad/Investigators	204,732	4.70	DARNESTOWN	RD	6,498	1
Broome School	848,984	19.49	TWINBROOK	PKY	137,477	1
Chevy Chase Library	90,169	2.07	CONNECTICUT	AVE	16,306	1
Childrens Resource Center/HHS	474,804	10.90	EDMONSTON	DR	33,658	1
Clara Barton E.S.	174,240	4.00	MACARTHUR	BLV	23,205	1
Colesville Depot	510,959	11.73	CAPE MAY	RD	8,940	2
Colesville Elem. School (North)	79,715	1.83	NEW HAMPSHIRE	AVE	4,705	0
Colesville Elem. School (South)	118,919	2.73	NEW HAMPSHIRE	AVE	4,332	1
Community Services	55,684	1.28	GEORGIA	AVE	3,780	1
Compost Facility	7,998,923	183.63	MARTINSBURG	RD	4,873	2
Council Office Building	42,966	0.99	MARYLAND	AVE	131,203	1
County Correctional Facility	260,924	5.99	WHELAN	LN	390	1
County Correctional Facility	87,120	2.00	WHELAN	LN	1,378	1
County Correctional Facility	486,130	11.16	WHELAN	LN	305,000	1
County Owned House	6,579	0.15	MARYLAND	AVE	2,087	1

County Owned House	5,018	0.12	FLEET	ST	2,178	1
County Owned House	4,941	0.11	FLEET	ST	2,197	1
County Owned House	6,265	0.14	FLEET	ST	2,347	1
County Owned House	4,798	0.11	FLEET	ST	2,570	1
County Recycling Center	406,850	9.34	FREDERICK	RD	61,055	2
Damascus Depot	60,984	1.40	RIDGE	RD	3,134	2
Damascus Library	368,953	8.47	MAIN	ST	15,725	1
Damascus Rec. Center	1,653,973	37.97	RIDGE	RD	33,624	1
Damascus Senior Ctr.	368,953	8.47	MAIN	ST	10,350	1
Davis Library	128,066	2.94	DEMOCRACY	BLV	13,571	1
Dennis Avenue Health Ctr.	303,613	6.97	DENNIS	AVE	32,950	2
Driver Training	1,698,404	38.99	GREAT SENECA	HWY	6,563	1
East County Rec. Center	715,255	16.42	GATESHEAD MANOR	RD	27,700	1
East County Service Center	715,255	16.42	BRIGGS CHANEY	RD	11,946	1
Emergency Services Unit	1,125,590	25.84	SEVEN LOCKS	RD	2,020	1
EMOC, Building 1 (Maintenance)	658,192	15.11	CRABBS BRANCH	WAY	105,789	1
EMOC, Building 10 (Covered Storage)	829,382	19.04	CRABBS BRANCH	WAY	2,700	1
EMOC, Building 3 (Fare Collection)	658,192	15.11	CRABBS BRANCH	WAY	3,990	1
EMOC, Building 4 (Bus Wash)	658,192	15.11	CRABBS BRANCH	WAY	13,063	1
EMOC, Building 5 (Storage)	658,192	15.11	CRABBS BRANCH	WAY	2,023	1
EMOC, Building 6 (Highway Services)	829,382	19.04	CRABBS BRANCH	WAY	58,703	1
EMOC, Building 7 (Contractor Check-In)	829,382	19.04	CRABBS BRANCH	WAY	400	1
EMOC, Building 8 (Salt Barn)	829,382	19.04	CRABBS BRANCH	WAY	26,321	1
EMOC, Building 9 (Bunkers)	829,382	19.04	CRABBS BRANCH	WAY	N/A	0
Executive Office Building	217,667	5.00	MONROE	ST	233,496	1
Fire Station #1, Silver Spring	90,616	2.08	GEORGIA	AVE	23,894	1
Fire Station #10, Cabin John	58,703	1.35	RIVER	RD	17,290	2
Fire Station #15, Burtonsville	117,612	2.70	OLD COLUMBIA	PIK	17,845	1
Fire Station #2, Takoma Park	14,930	0.34	CARROLL	AVE	33,665	1
Fire Station #22, Kingsview	171,626	3.94	GERMANTOWN	RD	16,445	1
Fire Station #25, Aspen Hill	217,364	4.99	CONNECTICUT	AVE	11,635	1
Fire Station #29, Germantown	310,147	7.12	CRYSTAL ROCK	DR	12,592	1
Fire Station #31, Rockville	204,732	4.70	DARNESTOWN	RD	13,329	1
Fire Station #32, Travilah	216,016	4.96	DARNESTOWN	RD	Pending	0
Fire Station #34	151,589	3.48	BOLAND FARM	RD	22,397	1
Fire Station #4, Sandy Spring	280,091	6.43	BROOKE	RD	23,100	1
Fleet Management	1,125,590	25.84	SEVEN LOCKS	RD	17,713	1
Former Composting Facility	4,831,675	110.92	TECH	RD	633,269	3
Gaithersburg Library	130,680	3.00	MONTGOMERY VILLAGE	AVE	Pending	0

Germantown Library	406,850	9.34	CENTURY	BLV	49,183	1
Germantown Outdoor Pool	530,561	12.18	KINGSVIEW	RD	6,295	1
Germantown Rec. Ctr.	530,561	12.18	KINGSVIEW	RD	24,463	1
Germantown Swim Center	15,352,286	352.44	CENTRAL PARK	CIR	45,949	1
Glenmont Outdoor Pool	432,550	9.93	DALEWOOD	DR	7,200	2
Good Hope Rec. Center	574,556	13.19	GOOD HOPE	RD	6,693	1
Good Hope Sprayground	574,556	13.19	GOOD HOPE	RD	181	1
Grey Courthouse	131,726	3.02	COURTHOUSE	SQ	92,450	1
HHS Administrative Offices	62,726	1.44	HUNGERFORD	DR	82,888	1
Holiday Park Senior Ctr.	236,095	5.42	FERRARA	DR	47,503	1
Jane Lawton Rec. Center	161,787	3.71	WILLOW	LN	21,208	1
Judicial Center	217,667	5.00	MARYLAND	AVE	324,084	1
Judicial Center Annex	217,667	5.00	MARYLAND	AVE	Pending	0
Ken-Gar Comm. Ctr.	15,000	0.34	PLYERS MILL	RD	2,170	1
Kensington Library	130,680	3.00	KNOWLES	AVE	14,858	1
Little Falls Library	122,839	2.82	MASSACHUSETTS	AVE	12,004	1
Long Branch Library	95,832	2.20	GARLAND	AVE	20,615	1
Long Branch Rec. Center	383,764	8.81	PINEY BRANCH	RD	27,288	1
Longwood Rec. Center	409,028	9.39	GEORGIA	AVE	22,581	1
M.C. Animal Shelter	165,528	3.80	ROTHGEB	DR	21,837	1
M.C. Detention Center	1,125,590	25.84	SEVEN LOCKS	RD	176,822	1
Marilyn Praisner Library	422,096	9.69	OLD COLUMBIA	PIK	16,930	1
Martin Luther King Outdoor Pool	1,312,898	30.14	JACKSON	RD	6,060	1
Martin Luther King Swim Center	1,312,898	30.14	JACKSON	RD	32,604	1
Mid-County Comm. Ctr.	325,829	7.48	QUEENSGUARD	RD	31,086	1
Mid-County Services	7,311	0.17	REEDIE	DR	28,332	1
New Animal Services Center	1,357,330	31.16	MUNCASTER MILL	RD	Pending	0
Liquor Warehouse	955,271	21.93	EDISON PARK	DR	201,701	1
Noyes Library	5,282	0.12	CARROLL	PL	1,085	1
Olney Indoor Swim Center	144,184	3.31	GEORGIA	AVE	36,778	1
Olney Library	108,900	2.50	OLNEY LAYTONSVILLE	RD	Pending	0
Plum-Gar Rec. Center	369,824	8.49	SCENERY	DR	19,583	1
Police Shooting Range	13,847,288	317.89	ELMER SCHOOL	RD	3,348	2
Police Trailer	578,912	13.29	GREAT SENECA	HWY	360	1
Poolesville Depot	174,240	4.00	JERUSALEM	RD	6,142	2
Potomac Community Center	461,300	10.59	FALLS	RD	29,772	1
Potomac Library	69,286	1.59	GLENOLDEN	DR	16,986	1
Power Plant	86,684	1.99	BROSCHART	RD	12,097	2
Praisner Recreation Center	422,096	9.69	OLD COLUMBIA	PIK	31,294	1

Pre-Release Center	156,380	3.59	NEBEL	ST	49,974	1
Progress Place Main Bldg.	36,169	0.83	DIXON	AVE	7,874	1
Public Safety Training Acad.	578,912	13.29	GREAT SENECA	HWY	75,427	1
Quince Orchard Library	118,048	2.71	QUINCE ORCHARD	RD	16,710	1
Radio Communication Shop	3,994,452	91.70	CRABBS BRANCH	WAY	16,175	1
Recreation Department Offices	71,225	1.64	RANDOLPH	RD	32,000	1
Red Brick Courthouse	131,726	3.02	COURTHOUSE	SQ	17,543	1
Rockville Library	46,353	1.06	MARYLAND	AVE	103,163	1
Ross Boddy Comm.	365,468	8.39	BROOKE	RD	16,180	1
Water Meter Building	0	17.47	BROOKVILLE	RD	1,260	1
Schweinhaut Senior Center	2,482,484	56.99	FOREST GLEN	RD	19,350	1
Scotland Community Ctr.	29,285	0.67	SCOTLAND	DR	Pending	0
Shady Grove Innovation Ctr.	272,685	6.26	GREAT SENECA	HWY	55,120	1
Shriver Kennedy Aquatic Ctr.	488,743	11.22	NICHOLSON	LN	41,900	1
Silver Spring HHS Center	117,612	2.70	GEORGIA	AVE	37,326	1
Silver Spring Innovation	6,612	0.15	GEORGIA	AVE	20,280	1
Silver Spring Library	69,696	1.60	COLESVILLE	RD	17,587	1
Silver Spring Library	9,032	0.21	WAYNE	AVE	Pending	0
Special Needs Library@Davis	128,066	2.94	DEMOCRACY	BLV	13,571	0
SSD-Bus Main Bldg	0	17.47	BROOKVILLE	RD	31,265	1
SSD-Ride On Bldg F	0	17.47	BROOKVILLE	RD	15,179	1
SSD-Service Section B	0	17.47	BROOKVILLE	RD	54,640	1
The Oaks Landfill	7,036,247	161.53	ZION	RD	3,978	1
The Oaks Landfill	13,505,778	310.05	RIGGS	RD	11,460	1
Twinbrook Library	29,143	0.67	MEADOW HALL	DR	14,804	1
Up-County Service Center	241,758	5.55	MIDDLEBROOK	RD	64,120	1
Upper County Outdoor Pool	831,125	19.08	EMORY GROVE	RD	3,186	1
Upper County Rec. Center	0	0.00	EMORY GROVE	RD	17,848	2
Vehicle Recovery Facility	435,600	10.00	METROPOLITAN GROVE	RD	13,239	2
Veteran's Plaza Civic Bldg.	66,288	1.52	VETERANS	PL	43,515	1
Waste Transfer Station	1,878,307	43.12	FREDERICK	RD	192,424	2
Western County Outdoor Pool	544,500	12.50	FISHER	AVE	4,500	1
Wheaton Library	132,005	3.03	GEORGIA	AVE	37,273	1
Wheaton Rec. Center	52,514	1.21	GEORGIA	AVE	13,428	1
White Oak Library	22,651	0.52	NEW HAMPSHIRE	AVE	20,728	1
White Oak Rec. Center	246,550	5.66	APRIL	LN	54,022	1
Total					5,108,535	152

ATTACHMENT D – TERMS AND CONDITIONS

- GENERAL 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 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 Procurement Regulations, the 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.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Maryland State Finance and Procurement Article, Section 13-101, et. seq.

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 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

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 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.

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. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3. "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. 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.

17. 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.

18. 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.

19. INDEPENDENT CONTRACTOR

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

20. 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).

21. 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.

1.1.

1.2. **TABLE A. - INSURANCE REQUIREMENTS**

(See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

	<u>CONTRACT DOLLAR VALUES (IN \$1,000's)</u>			
	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Workers Compensation (for contractors with employees)				
Bodily Injury by				
Accident (each)	100	100	100	See Attachment
Disease (policy limits)	500	500	500	
Disease (each employee)	100	100	100	
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	300	500	1,000	See Attachment
Minimum Automobile Liability (including owned, hired and non-owned automobiles)				
Bodily Injury				
each person	100	250	500	See Attachment
each occurrence	300	500	1,000	
Property Damage				
each occurrence	300	300	300	
Professional Liability* for errors, omissions and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000	250	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
 Office of Procurement
 Rockville Center
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850-4166

*Professional services contracts only

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TABLE B. - INSURANCE REQUIREMENTS

(See Paragraph #21 Under the General Conditions of Contract Between County and Contractor)

	<u>Up to 50</u>	<u>Up to 100</u>	<u>Up to 1,000</u>	<u>Over 1,000</u>
Commercial General Liability minimum combined single limit for bodily injury and property damage per occurrence, including contractual liability, premises and operations, independent contractors, and product liability	300	500	1,000	See Attachment

Certificate Holder

Montgomery County Maryland (Contract #)
Office of Procurement
Rockville Center
255 Rockville Pike, Suite 180
Rockville, Maryland 20850-4166

[Remainder of Page Intentionally Left Blank]

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

24. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

25. PAYMENTS

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

26. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon

the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

27. TERMINATION FOR DEFAULT

The Director, Department of General Services, may terminate the contract in whole or in part, and from time to time, whenever the Director, Department of General Services, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Department of General Services, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

28. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

29. TIME

Time is of the essence.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

31. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MAY NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY. PMMD-45. REVISED 04/01/10

ATTACHMENT E – INSTRUCTIONS FOR ACKNOWLEDGEMENT 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 Solar Provider” (Exhibit E) for this RFEP 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 RFEP:

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 RFEP 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

The Solar Provider must include a signed acknowledgment that all the terms and conditions of the offer may, at the County's option, be made applicable in any contract issued as a result of this Solicitation. Offers that do not include such an acknowledgment may be rejected. Executing and returning (with the offer) the acknowledgment shown below will satisfy this requirement.

The undersigned agrees that all the terms and conditions of this Solicitation and offer may, at the County's option, be made applicable in any contract issued as a result of this Solicitation.

Business Firm's Typed Name: _____

Printed Name and Title of Person Authorized to Sign Proposal: _____

Signature: _____ Date: _____

NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS

The correct legal business name of the Solar Provider must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State Law. The Solar Provider's signature must conform to the following: All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the Solar Provider or Solar Provider.

By submitting a proposal under this Solicitation, the Solar Provider agrees that Montgomery County has within 120 days after the due date in order to accept the proposal.

ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS

The Solar Provider acknowledges receipt of the following Amendment(s) to the Solicitation:

Amendment Number	Date

ATTACHMENT F

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 Solar Provider(s), resultant contract(s) will be extended to any or all of the listed members as designated by the Solar 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 Solar 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 Solar 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.

SOLAR 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	_____	_____	

Solar Provider Name

ATTACHMENT G – 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 RFEP. **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 Telephone Number	Organization and Address
_____	_____
_____	_____
_____	_____

ATTACHMENT H – MANDATORY INSURANCE REQUIREMENTS

MANDATORY INSURANCE REQUIREMENTS

Solar System Installations at Various County Buildings

Public Private Partnership – Install, Own and Operate Systems

County will not pay for the parts or installation, but will buy electricity for @ 15-20 year time period after installation

Prior to the execution of the contract by the County, the proposed awardee must obtain at their own cost and expense the following insurance with an insurance company/companies licensed to do business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/Solar Provider shall provide a copy of the insurance policies. The Solar Provider's insurance shall be primary.

Commercial General Liability

A minimum limit of liability of **one million dollars (\$1,000,000)**, combined single limit, for bodily injury and property damage coverage per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Solar Providers
- Products and Completed Operations

Automobile Liability Coverage

A minimum limit of liability of **one million dollars (\$1,000,000)**, combined single limit, for bodily injury and property damage coverage per occurrence including the following:

- owned automobiles
- hired automobiles
- non-owned automobiles

Builders Risk

The Solar Provider shall provide a Builder's All Risk Policy including fire and extended coverage to protect the interest of the County, Solar Provider and sub-Solar Providers against loss caused by the perils insured in the amount of 100% of the insurable valued of the project. The coverage must be written on a completed value form. The policy shall also endorse a demolition and clearing clause, extra expense and loss of use coverages with a sub-limit of \$500,000 per occurrence.

Worker's Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Solar Provider's Commercial and Excess/Umbrella Insurance for liability arising out of Solar Provider's products, goods and services provided under this contract.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
DGS / Energy Sustainability / Eric Coffman
101 Monroe Street, 9th Floor
Rockville, Maryland 20850

ATTACHMENT I – SOLAR Provider’s CERTIFICATION OF COST AND PRICE

The Director, Department of General Services has the authority to require that contract cost and pricing principles are followed. Cost and Pricing Data must be submitted by Solar Providers or Solar Providers in the attached format prior to the execution of any contract or contract amendment based on the following:

1. A competitively negotiated contract valued at more than \$100,000.
2. A non-competitive contract valued at more than \$50,000.
3. Any contract modification for which the price adjustment is expected to exceed \$50,000, except contract modifications that is fully in accordance with the terms and conditions of the contract.
4. Any other contracts or contracts modification, as may be required by the CAO or Director.

SOLAR PROVIDER’S CERTIFICATION

This cost proposal reflects our best estimates and/or actual costs as of this date and conforms to the cost exhibits and schedules provided by the County’s Department of General Services. By submitting this proposal, the Solar Provider grants the contracting officer or an authorized representative the right to examine, as the basis for pricing that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the cost proposal.

The Solar Provider also agrees that the price to the County, including profit or fee, may, at the option of the County, be adjusted to reduce the price to the County to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Solar Provider.

Name

Title

Name of Firm

Date of Submission

Signature of Authorized Representative

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 Solar 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 Solar 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.

ATTACHMENT J – SAMPLE TASK ORDER

TASK ORDER NO. XX

MONTGOMERY COUNTY MARYLAND, DEPARTMENT OF GENERAL SERVICES, DIVISION OF BUILDING DESIGN AND CONSTRUCTION

TO:	[Name of Solar Provider]
CONTRACT NO.:	[Contract Number]
CIP PROJECT NO.:	[CIP Number]
PROJECT:	[Name of Project]

THIS TASK ORDER IS BEING ISSUED IN ACCORDANCE WITH THE COMPENSATION, TERMS, CONDITIONS AND SCOPE OF SERVICES OF THE ABOVE REFERENCED CONTRACT.

A. SCOPE OF SERVICES

Comprehensive architectural and engineering services in support of ___[Name of Project]_____, per the Scope attached to this Task Order as Exhibit “D”. The Solar Provider must provide complete drawings, specifications and technical documents, permitting, and construction administration in order to provide the County with a complete, safe and fully functioning facility.

Basic services must be completed in five phases, as follows:

- Phase #1: Design Development Documents (50% Design)
- Phase #2: Construction Documents (100% Design)
- Phase #3: Proposal and Negotiation of Design
- Phase #4: Construction
- Phase #5: Interconnection
- Phase #6: Post Construction (Verification)
- Phase #7: Interconnection

The project must be designed to comply with all applicable federal, state and local codes, laws, and health regulations and be completed according to the terms explained in Exhibit “C” “Master Schedule”.

A.1. Basic Services

The basic services to be provided by the Solar Provider must be performed in the phases described in the scope of services of the Contract and this Task Order.

The Solar Provider, at its own expense, must make all the required submissions, and perform all required coordination, to obtain all permits and approvals required from appropriate utilities and government agencies, including the County and Maryland-National Capital Park and Planning Commission, and by other approving agencies, including all trade permits such as mechanical, electrical, and plumbing permits. Design revisions by the Solar Provider to meet requirements of approving authorities must be done at no cost to the County. The Solar Provider must initiate early and continuous reviews and coordination with these agencies.

The County Project Manager will assist the Solar Provider in obtaining the permits and approvals, when requested in writing by the Solar Provider, by: obtaining County representatives’ signatures and attending review and coordination meetings with the Solar Provider.

Following is a brief description of the overall Project:

- The site:-----
- The building(s):-----
- Accessory uses:-----
- Other:-----

The following is the sequence of events that will begin as soon as the design process starts and which may be updated and modified as the project develops:

- Initial kickoff meeting with the project team and all key players
- Solar Provider study of the project
- Design progress meetings with the County project management team, user agencies, and the Solar Provider key members
- Presentations to County officials, as necessary

The Solar Provider must provide copies of design documents to the County Project Manager to be distributed for review and comments.

A.2. Solar Provider’s Professional Responsibility and Standard of Care

By execution of this Task Order, the Solar Provider represents and agrees that (a) it is an experienced energy services firm having the ability and skill necessary to perform all the Services required of it under the Contract and this Task Order in connection with the design and construction of a Project having the scope and complexity of the Project contemplated herein; (b) it has the capabilities and resources necessary to perform its obligations hereunder; and (c) it is familiar with all current laws, rules and regulations which are applicable to the design and construction of the Project (such laws, rules and regulations including, but not limited to: appropriate local ordinances, requirements of building codes of city, county, state and federal authorities which are applicable to the Project, local utility laws, rules and regulations, and appropriate orders and interpretations by governing public authorities of such ordinances, requirements, laws, rules and regulations in effect at the time of commencement of the Solar Provider’s services on the Project), and that all drawings, plans, specifications and other documents prepared by the SOLAR PROVIDER must be prepared in accordance with, and must accurately reflect and incorporate, appropriate laws, rules and regulations.

The Solar Provider hereby represents and agrees that the plans, drawings, specifications and other documents prepared by it for Construction will be complete and functional for the purposes intended, except as to any deficiencies which are due to causes beyond the control of the Solar Provider, and that the Project, if constructed in accordance with such plans, drawings, specifications and other documents, will be structurally sound and a complete and properly functioning facility suitable for the purposes for which it is intended.

The Solar Provider, in consideration of the fee specified hereinafter, conveys and agrees to perform, in connection with this Project, with the assistance of competent registered professional staff and/or sub consultants including but not limited to architect, structural engineer, mechanical engineer, electrical engineer, and any others as necessary, professional services as detailed in the Contract and/or in this Task Order.

The Solar Provider agrees to act in a reasonable, responsive and timely manner in the performance of all services under this Task Order.

The Solar Provider is responsible for the coordination of all drawings and design documents relating to the Solar Provider’s Project design, regardless of whether such drawings and documents are prepared by the Solar Provider or by the Solar Provider’s consultants. The Solar Provider is responsible for coordination and internal checking of all design documents and for the accuracy of all dimensional, layout and specified information contained therein, as fully as if each document were prepared by the Solar Provider. The Solar Provider is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Solar Provider and for their compliance with all applicable codes, ordinances, regulations, laws, and statutes.

A.3. Project Requirements

The Solar Provider must prepare drawings, specifications and other documents necessary so that the Construction Contract cost is accurate and reasonable.

The Solar Provider must provide a detailed construction cost estimates as defined in the Contract. The Solar Provider must keep all estimates confidential.

Incorporated herein as Exhibit "C" and made a part of this Task Order is a Master Schedule for the Project, to be adhered to by the Solar Provider. No deviation from the Master Schedule will be allowed without a written Design Adjustment signed by the Using Department Head. Should the County determine that the Solar Provider is behind schedule, the Solar Provider must expedite and accelerate its efforts, which may include additional staff and/or overtime, to maintain the approved design schedule at no additional cost to the County, except for excusable delays as defined in the Contract. The Solar Provider must provide, within two (2) weeks after receipt of the Notice to Proceed, a detailed comprehensive implementation schedule sufficient to track the project progress within the Master Schedule for review and approval by the County. The schedule must include all phases of the project and each required submission to all required agencies (local, county, state, federal, and all permitting authorities and utility companies, etc.). The schedule must be submitted to the County in both paper format and electronic format. The schedule must be updated and submitted to the County monthly with each payment application.

All documentation provided by the Solar Provider at the end of each phase must comply with the requirements of Document File Formats as specified by the County Project Manager.

All costs of printing/reproduction necessary during the design and for permitting and construction administration by the Solar Provider must be borne by the Solar Provider.

During all the phases of the Project, the Solar Provider must coordinate design and construction sequencing with the County.

The following statement must be printed on all invoices submitted to the County for payment:

"The Solar Provider certifies that up to the date of this invoice the Solar Provider and/or its consultants have not engaged or performed any additional services without written authorization of the County."

A.4. Project Conferences and Meetings

Throughout all phases of the Project, the Solar Provider and its consultants must meet periodically with the County Project Manager when reasonably requested. Attendees shall be as determined by the County Project Manager. Unless noted otherwise, meetings the Solar Provider must attend include but are not limited to:

- Solar Provider orientation meeting and meeting with the County's technical personnel.
- Design meetings for the presentation of each design submission indicated in the Task Order, meetings must include representatives from all relevant disciplines. All design meetings will be held at the County's offices.
- Pre-construction conference.
- Bi-weekly construction progress meetings. Emergency field meetings may be held at the County's request to resolve urgent problems.
- Substantial Completion, Final Completion, verification and measurements meetings as required by the commissioning processes, and completion of warranty period meetings.
- Any meetings to be scheduled by the Solar Provider necessary to properly coordinate the design and construction administration effort, including, without limitation, meetings with governing and other regulating agencies, code officials and applicable utilities.

The Solar Provider must take and transcribe minutes of all Project meetings and provide them to the County no later than three (3) business days after such meeting. The cost of such transcription services must be borne by the Solar Provider.

B. COMPENSATION

The County will compensate the Solar Provider for all services performed under this contract via the power purchase schedule incorporated into this Task Order. (See Attachment A for price sheet).

B.1. County Responsibilities

The County will provide the requirements for the Project.

The County will review, and approve or disapprove, documents submitted by the Solar Provider.

The County will furnish information and approvals requested by the Solar Provider.

The General Conditions (Solar Power Purchase Agreement) were provided with the Request for Energy Proposal sthat resulted in Contract # _____.

C. TERM

The Solar Provider agrees to complete the services under each phase by the number of days indicated in the Master Schedule (Exhibit "C") after a Notice to Proceed for that phase is issued.

The effective date of this Task Order and the period in which the Solar Provider must perform all work under the Task Order begins with the County's issuance of a Notice to Proceed and ends fourteen (14) months after substantial completion of construction of the Project. The Solar Provider must also perform all work in accordance with time periods stated in this Task Order.

SIGNATURE PAGE

ORDERED BY:

MONTGOMERY COUNTY, MARYLAND

Department of General Services
101 Monroe Street, 11th Floor
Rockville, Maryland 20850-2540

Eric Coffman, P.E.
Office of Energy and Sustainability
Department of General Services
Contract Administrator

Date

ACCEPTED BY:

[Insert Corporate Name]

[Insert Address Line 1]

[Insert Address Line 2]

BY:

ATTACHMENT K – EXAMPLE SITE ACCESS AND LICENSE AGREEMENT

BETWEEN

AND
MONTGOMERY COUNTY, MARYLAND

DATED: _____, 2014

TABLE OF CONTENTS

1. Use of Licensed Premises	Page 2
2. Term	Page 4
3. Licensee Fee	Page 4
4. Licensee Indemnification	Page 5
5. Licensee Insurance	Page 5
6. County Liability	Page 6
7. County Insurance	Page 6
8. Right of Entry	Page 6
9. Surrender of Possession	Page 6
10. Entire Agreement	Page 7
11. Compliance with Laws	Page 7
12. Choice of Law	Page 7
13. Choice of Forum	Page 7
14. Assignment and Other Transfer	Page 7
15. Notices	Page 8
16. Relationship of Parties	Page 9
17. Interference	Page 9
18. Hazardous Materials	Page 9
19. Non-Discrimination	Page 10
20. Ethics Requirement	Page 10
21. Contract Solicitation	Page 10
22. Resident Agent	Page 10
23. Termination	Page 10

Exhibit A – Property

Exhibit B – Licensed Premises

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made this ____ day of _____, 2014, by and between MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter referred to as the "COUNTY"), and _____ with its principal office located at _____ (hereafter referred to as "LICENSEE"), (the LICENSEE and the COUNTY together the "Parties").

WITNESSETH

In consideration of the fees hereinafter reserved and other good and valuable covenants and obligations as hereinafter contained, the Parties agree as follows:

1. USE OF LICENSED PREMISES:

(a) COUNTY hereby grants to LICENSEE a non-exclusive license to occupy and use, subject to all of the terms and conditions herein, space for communications equipment listed in Exhibit A ("Equipment") to be installed on the existing parking garage structure located at _____, in Montgomery County, State of Maryland and more particularly described on Exhibit B attached hereto and made part hereof ("Property"). The location of installation for LICENSEE'S Equipment on the Garage is generally described on Exhibit C attached hereto and made a part hereof as the licensed premises ("Licensed Premises"). No variation will be permitted without the prior written consent of the COUNTY. No parking space will be used for or eliminated as a result of LICENSEE'S installation of or operation of the Equipment..

(b) LICENSEE shall have the right of reasonable ingress and egress, to install and maintain utility wires, cables, conduits, circuit boxes, switches, amplifiers, antennas or other accessories and appurtenances for use of its Equipment, subject to the restrictions in this paragraph. The Garage is a public facility opened twenty-four hours per day, seven days per week. LICENSEE, its employees, agents, independent Solar Providers and subcontractors shall be entitled to access the Equipment and the Licensed Premises twenty-four hours per day, seven days per week, provided that in all instances LICENSEE shall check-in at County Security by calling (240) 777-6161 upon its arrival, and advise Garage maintenance staff by calling (240) 876-3211 or (240) 876-8064.

(c) LICENSEE shall use the Licensed Premises for the purpose of transmission and reception of radio communication signals. In connection therewith, the LICENSEE may complete all work necessary to prepare the Licensed Premises for operation of the Equipment, including but not limited to installation of antennas, amplifiers, cables, equipment cabinets and appurtenances. With minimal disruption to COUNTY, all work on the Licensed Premises and improvements thereto, including the plans and specifications for such work, shall be at LICENSEE'S sole cost and expense, and shall be subject to prior review and written approval of the COUNTY. During the initial plan review, COUNTY and LICENSEE shall agree upon the final location for the installation of LICENSEE'S main equipment cabinet and antennae. The LICENSEE will maintain the Licensed Premises in good condition. LICENSEE shall repair any damage to the COUNTY Garage caused by LICENSEE'S installation, maintenance, repair and/or removal of its communication equipment and facilities.

(d) It is understood and agreed that the LICENSEE'S ability to use the Licensed Premises is contingent upon its obtaining after the execution date of this Agreement and maintaining throughout the term of this Agreement all of the certificates, permits, and any other approvals ("Approvals") required by any federal, state, and local authorities. In the event that any such application should be finally rejected or any Approval is canceled, expires, lapses or is otherwise withdrawn or terminated by government

authority, or; if the LICENSEE in its sole discretion determines that it will be unable to use the Licensed Premises for its intended purposes due to technological reasons, the LICENSEE shall have the right to terminate this Agreement. Notice of the LICENSEE'S exercise of its right to terminate, shall be given to COUNTY in writing by certified mail, return receipt requested, at least thirty (30) days prior to the termination date.

(e) LICENSEE represents and warrants that all information furnished to the COUNTY and required herein including all data contained in specification sheets shall be of sufficient detail to afford any tenant, future tenant, or licensee adequate information to ensure that any tenant or licensee avoids interference with LICENSEE'S Equipment. COUNTY reserves the right to require the LICENSEE to make necessary adjustments to its Equipment in the event LICENSEE'S Equipment creates a material restriction in COUNTY'S ability to enter into agreements with tenants, potential tenants or licensees. LICENSEE'S failure to comply with COUNTY'S requirement for LICENSEE to make necessary adjustments to its Equipment shall constitute an event of default.

(f) Notwithstanding affixation to the Licensed Premises, title to the Equipment and all accessories and appurtenances associated therewith installed by LICENSEE shall remain property of the LICENSEE. The LICENSEE may remove all or part of the Equipment at its sole expense on or before the expiration or earlier termination of this Agreement and shall make any necessary repairs to the Licensed Premises, normal wear and tear excepted.

(g) At LICENSEE'S sole cost and expense, and after approval of all plans by the COUNTY, LICENSEE'S electrical service shall be tied into the COUNTY service on the Property.

(h) LICENSEE shall provide an as-built engineer's drawing showing the location of its Equipment on the Licensed Premises and Property within ninety (90) days of full execution of this Agreement.

2. TERM:

(a) This License shall be for a term of five _____ years ("Initial Term") commencing on _____, and expiring on February _____

(b) This License may be renewed by the mutual written agreement of the COUNTY and the LICENSEE for two (2) additional five (5) year terms ("Renewal Terms"), provided that the Parties hereto reach an agreement no later than six (6) calendar months prior to the end of the Initial Term or the then current Renewal Term on the License Fee of this Agreement for the next five (5) year term, subject to a determination by the LICENSOR that it can grant such an extension. COUNTY and LICENSEE shall execute a letter of agreement stating the commencement date of the then applicable Renewal Term.

A. **(c) The termination date ("Termination Date") of the Agreement shall be the last day of the Initial Term, or the then current Renewal Term or the earlier date on which this Agreement is terminated in accordance with the provisions hereof.**

3. LICENSEE FEE:

(a) LICENSEE shall pay an annual amount of \$ 0, and any financial benefit to the County should be expressed as part of price per kWh generated by the solar photovoltaic system.

4. LICENSEE INDEMNIFICATION:

Except to the extent caused by the negligence or intentional misconduct of COUNTY or its , employees, LICENSEE hereby agrees, covenants, and warrants to protect, indemnify, and hold COUNTY and its respective officers, members, employees, agents and invitees (the "Indemnified Parties") harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and reasonable attorneys' fees, and the cost of the defense of the Indemnified Parties in any suit, including appeals, arising out of (i) construction work and alterations and related activities undertaken by LICENSEE pursuant to this Agreement, (ii) the negligence or willful misconduct of LICENSEE, or its agents, employees, Solar Providers and invitees on or about the Property, (iii) the use or occupancy of the Property by the LICENSEE or its agents, employees or Solar Providers, (iv) any breach by LICENSEE, or anyone acting through or on behalf of LICENSEE of any of its obligations hereunder, and (v) damages, including consequential damages from an occurrence involving either bodily injury or property damage, caused by LICENSEE.

5. LICENSEE INSURANCE:

Commencing on the date upon which COUNTY delivers the Premises to LICENSEE and at all times thereafter, LICENSEE shall cause to be carried and maintained, at no cost to COUNTY, the insurance coverages attached hereto as Exhibit D. COUNTY may change the types of required coverages from time to time as circumstances and changes in use of the Property warrant.

6. COUNTY LIABILITY:

Any obligation or liability of the COUNTY arising in any way from this Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Maryland Local Government Tort Claims Act, currently found at Maryland Code Annotated, Courts & Judicial Proceedings Art. §§5-301 et seq. (the "LGTCA"). Any indemnification given by the County in this Agreement is not intended to create any rights in any third parties.

7. COUNTY INSURANCE:

The COUNTY shall maintain during the term of this Agreement and until all of the COUNTY'S obligations which survive termination of this Agreement have been completed, a policy of public liability and property damage insurance as per §§ 20-37 of the Montgomery County Code, (2004), as amended, which regulates the Montgomery County Self-Insurance Program. Montgomery County may self-insure. The COUNTY shall evidence limits of insurability for general liability coverage in amounts of \$500,000 aggregate and \$200,000 each occurrence, and \$20,000 per person, \$40,000 per accident for bodily injury and \$15,000 for property damage for automobile liability and State of Maryland statutory limits for workman's compensation. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the LGTCA, Md. Ann. Code §§ 5-301, et seq.

8. RIGHT OF ENTRY:

Emergency Access: In cases of emergency involving imminent risk of injury or death to persons or damage to property, COUNTY, its agents or employees, without prior notice to LICENSEE, may enter the Licensed Premises, however, COUNTY will attempt, but is not required, to notify LICENSEE of any such entry under this Article 8(b) as soon as is practicable under the circumstances.

9. SURRENDER OF POSSESSION:

This Agreement shall terminate on the Termination Date without the necessity of notice from either COUNTY or LICENSEE. Upon the Termination Date or earlier termination of this Agreement, LICENSEE shall (i) quit and surrender to COUNTY the Licensed Premises, restoring the Licensed Premises to its

original condition, ordinary wear and tear excepted, with utilities capped off; (ii) and remove LICENSEE'S Equipment and facilities. If LICENSEE'S Equipment and facilities are not removed from the Licensed Premises within 72 hours after the Termination Date, the property remaining will be deemed abandoned and will become the property of COUNTY, and COUNTY may have it removed and disposed of at LICENSEE'S expense, with no liability of County to return such Equipment to Licensee. At the time of termination of this Agreement and at the request of COUNTY or LICENSEE, the Parties must participate in a walk-through to inspect the Licensed Premises.

10. ENTIRE AGREEMENT:

It is agreed and understood that this Agreement contains all agreements, promises, and understandings between COUNTY and LICENSEE, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

11. COMPLIANCE WITH LAWS:

LICENSEE shall comply with all current, as amended and future enacted statutes, laws, rules, orders, regulations and ordinances (collectively "Laws") affecting the use or operation of the Licensed Premises. In no event shall LICENSEE use the Licensed Premises for purposes which are prohibited by zoning or similar laws or regulations. LICENSEE acknowledges and agrees it is solely responsible for determining if its use of the Licensed Premises complies with the applicable zoning regulations, and that COUNTY makes no representation (explicit or implied) concerning such zoning regulations. LICENSEE shall not use the Licensed Premises in any manner that causes a violation of any environmental laws or regulations or that could create environmental liabilities under Federal, State or local environmental protection laws.

12. CHOICE OF LAW:

This Agreement and the performances thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maryland.

13. CHOICE OF FORUM:

Any action involving a dispute relating in any manner to this Agreement, the use or occupancy of the Leased Premises, and/or any claim of injury or damage shall be filed and adjudicated solely in Montgomery County, Maryland.

14. ASSIGNMENT AND OTHER TRANSFER:

(a) Under Common Control: LICENSEE may assign, without consent, its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. Assignee shall assume all of LICENSEE'S obligations herein. LICENSEE shall immediately provide written notification to COUNTY of any assignment as defined in this Paragraph 14(a).

(b) Assignment Requiring Consent: Licensee shall not assign this Agreement without the prior written consent of the COUNTY to an assignee not meeting the criteria of Article 14(a), which consent shall not be unreasonably conditioned, withheld or delayed. Any assignment consented to by the COUNTY shall not relieve the Licensee from any of its obligations under this Agreement, and such consent by the COUNTY shall not be effective unless and until (i) Licensee gives written notice thereof to the COUNTY, which notice shall state the name and address of the proposed assignee, and identify the nature and character of the proposed use of the Licensed Premises by assignee, (ii) such assignee shall deliver to the COUNTY a written agreement in form and substance satisfactory to the COUNTY pursuant to which such

assignee assumes all of the obligations and liabilities of the Licensee hereunder, and (iii) Licensee shall deliver to the COUNTY a copy of the proposed assignment agreement. Licensee shall also provide any additional information the County reasonably requests regarding such proposed assignment. Any assignment without the COUNTY'S written consent may be declared null and void by the COUNTY and, at the COUNTY'S election, constitute an Event of Default hereunder.

(c) Other Transfer: This Agreement may not be sold or transferred and the LICENSEE shall not sublet or permit any other party to use the Licensed Premises or Property or any of the LICENSEE'S Equipment on the Property.

15. NOTICES.

All notices hereunder must be in writing and shall be deemed validly given if hand delivered to the other party or if sent by certified mail, return receipt requested, addressed as follows (or such other address as the party to be notified has designated to the sender by like notice):

LICENSEE:

Name:
Company:
Address:
Contact:
Contact Phone:
Emergency Phone:
Email

COUNTY:

Name:
Company:
Address:
Contact
Contact Phone:
Emergency Phone:
Email:

16. RELATIONSHIP OF THE PARTIES:

It is expressly understood that the COUNTY shall not be construed or held to be a partner, co-venturer, agent or associate of the LICENSEE; it being expressly understood that the relationship between the Parties hereto is and shall remain at all time that of the LICENSOR and LICENSEE.

17. INTERFERENCE:

The LICENSEE shall operate its Equipment at all times in a manner that will not interfere with radio and/or electrical equipment of any existing tenant or licensee of the Property. If any such interference occurs, in the reasonable assessment of the COUNTY, based upon verifiable data or testing, and is not corrected by the LICENSEE within forty-eight (48) hours after written notification, the COUNTY shall have the right to require the LICENSEE to shut down and repair the LICENSEE'S Equipment, except for brief tests (not to exceed 5-10 minutes every hour) to eliminate such interference. If the COUNTY believes the LICENSEE'S Equipment is causing interference, LICENSEE at LICENSEE'S sole cost, shall arrange for interference testing to be conducted in coordination with COUNTY staff present. The COUNTY

shall not be held responsible for any interference to the LICENSEE'S Equipment or operations, provided the COUNTY exercises due care and otherwise complies with this Agreement. Similarly, COUNTY agrees that after execution of this Agreement, any tenants or licensees of the Property will be permitted to install such radio equipment that is of the type and frequency that will not cause interference to the LICENSEE. In the event future equipment of any tenants or licensees of the Property causes interference to the LICENSEE and is not corrected by the interfering party within forty-eight (48) hours of notification, the COUNTY shall require the interfering party to immediately shut down the interfering equipment until the interference is corrected, except for intermittent testing.

18. HAZARDOUS MATERIALS:

LICENSEE warrants and represents that it will be solely liable for the clean-up and removal of hazardous substances that LICENSEE, its agents, employees, or Solar Providers generate, or cause to be placed on the Property and Licensed Premises as required by law. COUNTY represents that to its knowledge, the Property and Licensed Premises are free from any unlawful environmental contamination as of the date of execution of this Agreement.

19. NON DISCRIMINATION:

LICENSEE agrees to comply with the non-discrimination in employment policies in County contracts as required in Sections 11B-33 and 27 of the Montgomery County Code (2004), as amended, as well as all other federal, state and local laws, rules and regulations regarding employment discrimination. By signing this Agreement, LICENSEE assures COUNTY that in accordance with applicable law, it does not, and agrees that it shall not engage in any employment discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

20. ETHICS REQUIREMENT:

LICENSEE understands and agrees that unless authorized pursuant to Section 11B 52 and Chapter 19A of the Montgomery County Code (2004), as amended, that it is unlawful for any person or entity transacting business with the County to employ a public employee contemporaneous with his or her public employment.

21. CONTRACT SOLICITATION:

LICENSEE represents that it has not retained anyone to solicit or secure this Agreement from the COUNTY upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established, licensed, commercial selling or leasing agencies (the "Broker") maintained by the LICENSEE for the purpose of securing business or an attorney rendering professional legal services consistent with the canons of ethics of the profession. LICENSEE is responsible for paying any Broker's fees or commissions for any Broker with whom LICENSEE has any contract or agreement and for paying all of LICENSEE's attorneys' fees in connection with the negotiation of this Agreement.

22. RESIDENT AGENT:

The resident agent for the LICENSEE, a Delaware general partnership, in the State of Delaware is: The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. LICENSEE shall notify COUNTY, in writing, within thirty (30) days of any change in Resident Agent.

23. TERMINATION:

This Agreement and all rights and obligations hereunder may be terminated by the COUNTY, for any reason, at any time and at no cost to the COUNTY, whenever the Chief Administrative Officer ("CAO") or the CAO's designee shall determine that termination of this Agreement is in the best interest of the COUNTY. Such termination shall be effective to LICENSEE on the later to occur of (i) thirty (30) days after delivery to LICENSEE of written notice, or (ii) the date specified in a written notice as the termination date.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hand and affixed their respective seals
the day and year first above written.

WITNESS:

LICENSEE:

By: _____

By: _____

Date: _____

WITNESS:

COUNTY:

Montgomery County

By: _____

By: _____

Date: _____

Approved for legal form and legality:

Recommended by:

Office of the County Attorney

By: _____

By: _____

David Dise., Director

Department of General Services

Date: _____

Date: _____