


FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
33 THOMAS JOHNSON DRIVE
FREDERICK, MD 21702
TELEPHONE: 301-644-5219 FAX: 301-644-5213



SPECIFICATIONS AND PROPOSAL FORMS
FOR
INSTALLATION OF PHOTOVOLTAIC PANELS AT OAKDALE AND LINGANORE HIGH SCHOOLS

BID NUMBER:	10-MISC-16
PRE-BID CONFERENCE TIME/DATE/LOCATION:	9:00 a.m., local time, June 30, 2010 OAKDALE HIGH SCHOOL 5850 Eaglehead Drive Hjamsville, MD 21754
PRE-BID ATTENDANCE:	Not mandatory but attendance is encouraged.
BID DUE TIME/DATE/ LOCATION:	2:00 p.m., local time, July 12, 2010 FCPS/Purchasing Department 33 Thomas, Johnson Drive, Frederick, MD 21702
TENTATIVE AWARD SCHEDULED FOR BOARD MEETING:	6:00 p.m. local time, August 25, 2010

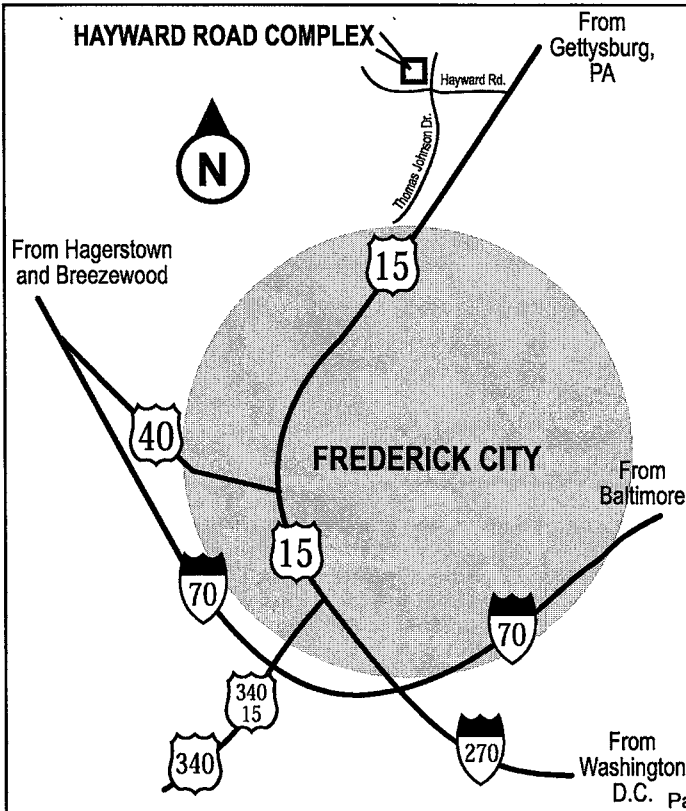
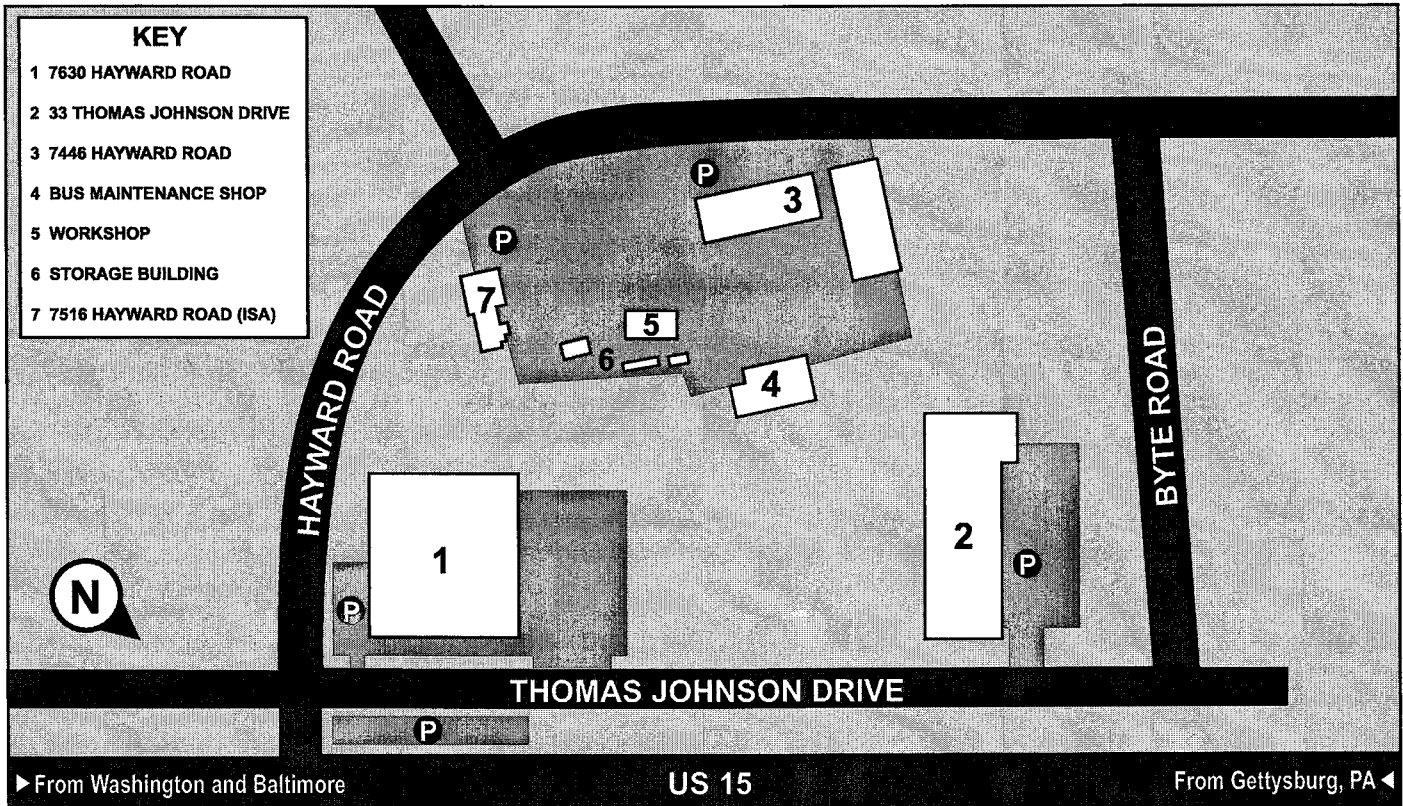
QUESTIONS REGARDING THIS SOLICITATION SHOULD BE DIRECTED TO:

Stephen Starmer, Purchasing Manger
Kim Miskell, Assistant Purchasing Manager
Billie Laughland, Buyer Specialist
X Bill Meekins, Buyer Specialist 
Scott Bachtell, Buyer Specialist

NOTE: Companies must have on file an approved Bidder's Mailing List Application form in order to ensure notification of future bid solicitations. Contact Mrs. Robin Underwood, Vendor Maintenance Specialist, at 301-644-5211, if you are uncertain as to your company's registration status.

Issued: 6/21/10

FREDERICK COUNTY, MARYLAND PUBLIC SCHOOLS HAYWARD ROAD COMPLEX



FROM POINTS NORTH: Follow U.S. Route 15 south to Frederick. Hayward Road will be a right turn off of U.S. 15. (Look for a Rentals Unlimited on the corner of U.S. Route 15 and Hayward Road.) After the turn, The Hayward Complex will be almost immediately on your right.

FROM POINTS WEST: Follow I-70 east. Take the first Frederick exit to U.S. Route 40. Follow U.S. 40 east to the U.S. 15 junction. Follow U.S. 15 north. The last Frederick exit is the Motter Avenue/Opossumtown Pike exit. *You should pass this exit and remain on U.S. Route 15.* Hayward Road will be a left turn off of U.S. 15 approximately 1 mile past the last Frederick exit. Once on Hayward Road, The Hayward Complex will be almost immediately on your right.

FROM WASHINGTON D.C.: Follow I-270 northwest from Washington to the junction with I-70 and Route 15. Follow U.S. 15 north. The last Frederick exit is the Motter Avenue/Opossumtown Pike exit, *you should pass this exit and remain on U.S. Route 15.* Hayward Road will be a left turn off of U.S. 15 approximately 1 mile past the last Frederick exit. Once on Hayward Road, The Hayward Complex will be almost immediately on your right.

FROM BALTIMORE: Follow I-70 west from Baltimore to the junction with U.S. Route 15. Take U.S. Route 15 north. The last Frederick exit is the Motter Avenue/Opossumtown Pike exit, *you should pass this exit and remain on U.S. Route 15.* Hayward Road will be a left turn off of U.S. 15 approximately 1 mile past the last Frederick exit. Once on Hayward Road, The Hayward Complex will be almost immediately on your right.

August

7 11

New Teachers Work Days

17 Tue Teachers Report: Professional Development

23 Mon First Day of School for Students

September

18 19

6 Mon Labor Day: Schools Closed (BOE-Approved Holiday)

9 Thu Rosh Hashanah: Schools Closed (BOE-Approved Holiday)

14 Tues Primary Election: Schools Closed (State-Mandated Holiday)

24 Fri Staff Development: Teachers Report. Fair Day: Schools Closed

30 Thu Midterm

October

20 20

1 Fri Teacher Work Session: 2-Hour Early Dismissal for Students

4-7 Mon-Thu High School Assessments

13 Wed PSAT Testing (HS)

15 Fri State/Regional Educational Training: Schools Closed

29 Fri Term 1 Ends: Day 45

November

17 18

1 Mon Teacher Work Day: Schools Closed for Students

2 Tue General Election: Schools Closed (State-Mandated Holiday)

22 Mon Parent Conferences: Students Attend in PM

23 Tues Parent Conferences: Students Attend in AM

24-26 Wed-Fri Thanksgiving Break: Schools Closed (Nov 25-26: State-Mandated Holiday)

December

17 17

7 Tue Midterm

23 Thu Teacher Work Session: 2-Hour Early Dismissal for Students

24-31 Fri-Fri Winter Break: Schools Closed (State-Mandated Holiday)

January

18 20

3 Mon Schools Reopen

10-13 Mon-Thu High School Assessments

14 Fri Term 2 and First Semester End

17 Mon Dr. Martin Luther King Jr. Day: Schools Closed (State-Mandated Holiday)

18-19 Tue-Wed Teacher Work Day/Professional Development: Schools Closed for Students

20 Thu Second Semester Begins

February

19 19

18 Fri Teacher Work Session: 2-Hour Early Dismissal for Students

21* Mon Presidents' Day: Schools Closed (State-Mandated Holiday)

22 Tues Midterm

March

22 23

3 Thu Parent Conferences: Students Attend in PM

4 Fri Parent Conferences: Students Attend in AM

14-23 Mon-Wed Maryland School Assessments: Reading and Math

25 Fri Term 3 Ends. Teacher Work Session: 2-Hour Early Dismissal for Students

28 Mon Teacher Work Day: Schools Closed for Students

30-31 Wed-Thu Maryland School Assessments: Science

April

15 15

1-15 Fri-Fri Maryland School Assessments: Science

18*-25 Mon-Mon Spring Break: Schools Closed (April 22-25: State-Mandated Holiday)

May

21 21

6 Fri Midterm. Teacher Work Session: 2-Hour Early Dismissal for Students

16-19 Mon-Thu High School Assessments

30 Mon Memorial Day: Schools Closed (State-Mandated Holiday)

31 Tue High School Graduation Ceremonies

June

11 12

1-3 Wed-Fri High School Graduation Ceremonies

15* Wed Last Day for Students: Teacher Work Session: 2-Hour Early Dismissal for Students

16* Thu Last Day for Teachers

*Includes 5 days for snow or other emergency closings. If all days are not needed, the school year will be shortened by the number of unused days to provide 180 days for students. If more days are required, the days will be made up in this order: February 21, April 18, April 19, April 20 and June 16.

185 195

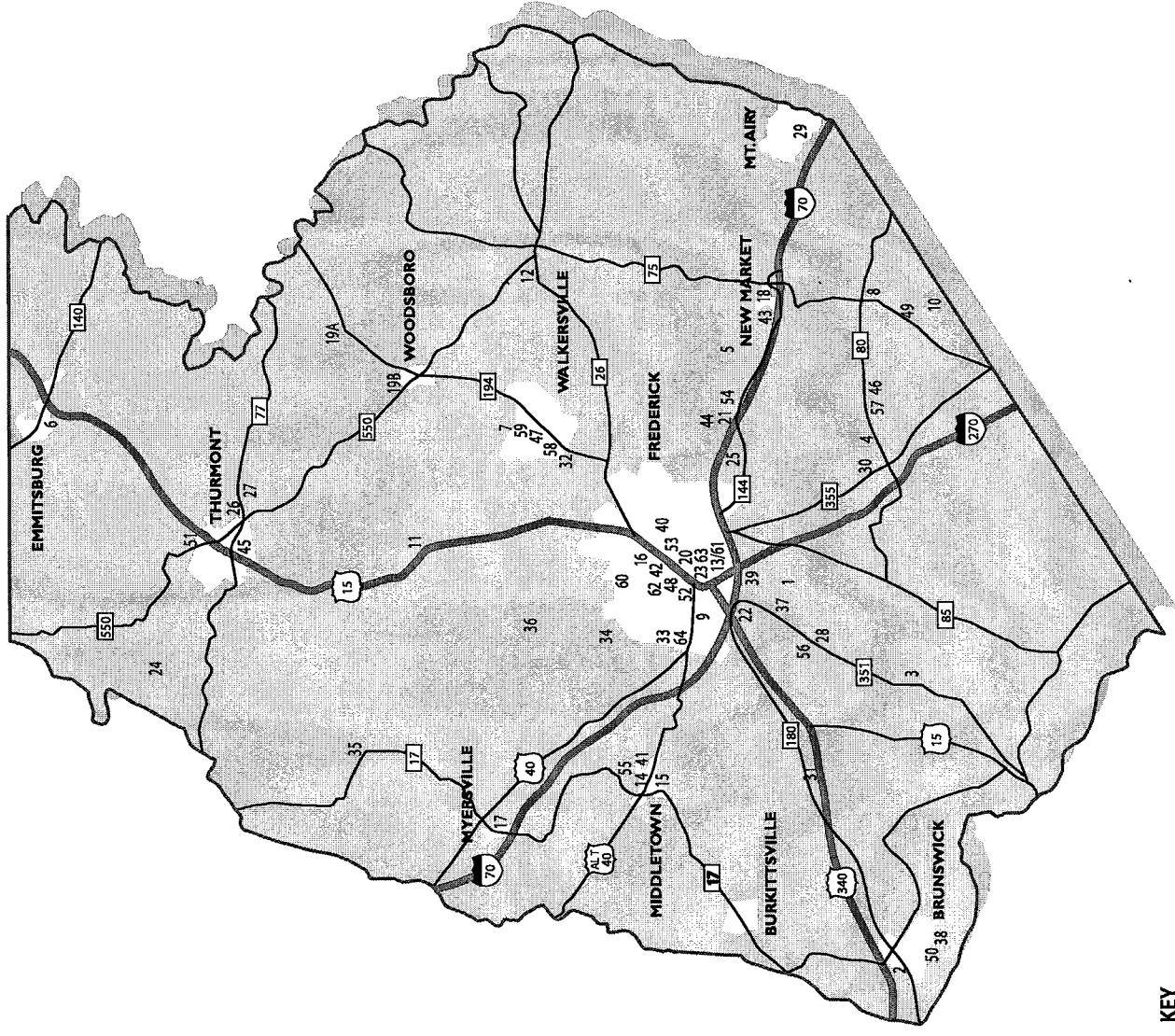
DIRECTORY OF SCHOOLS

ELEMENTARY

1. **Ballenger Creek*** 240-236-2500
Paul Smith, Principal
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
2. **Brunswick *♦** 240-236-2900
Drenna Reineck, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Carroll Manor ♦♦** 240-236-3800
Kevin Cuppett, Principal
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801
4. **Centerville** 240-566-0100
Stephen Raff, Principal
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101
5. **Deer Crossing ♦** 240-236-5900
Karen Hopson, Principal
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901
6. **Emmitsburg *** 240-236-1750
Kathryn Golightly, Principal
300 South Saton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751
7. **Glade ♦♦** 240-236-2100
Karen Miller, Principal
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101
8. **Green Valley** 240-236-3400
Leigh Warren, Principal
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401
9. **Hillcrest *▼** 240-236-3200
Grason Jackson, Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
10. **Kempstown** 240-236-3500
Steve Parsons, Principal
3456 Kemptown Church Road
Monrovia, MD 21770
Fax 240-236-3501
11. **Lewistown** 240-236-3750
Amy Schwiegerath, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
12. **Liberty *** 240-236-1800
Gerald DeGrange, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
13. **Lincoln *✓**
Ann Reeve, Principal
200 Madison Street
Frederick, MD 21701
(A Building) 240-236-2650
Grades Pre-K-1
Fax 240-236-2763
(B Building) 240-236-2650
Grades 2-3
Fax 240-236-2651
14. **Middletown** 240-236-1100
Grades 3-5
Suzanne O'Toole, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
15. **Middletown Primary ♦♦** 240-566-0200
Grades Pre-K-2
Mark Pritts, Principal
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201
16. **Monocacy *** 240-236-1400
Jason Anderson, Principal
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401
17. **Myersville** 240-236-1900
Susan Kreiger, Principal
Lushbaugh Way
Myersville, MD 21773
Fax 240-236-1901
18. **New Market *** 240-236-1300
Cindy Alvarado, Principal
93 West Main Street
New Market, MD 21774
Fax 240-236-1301
19. **New Midway-Woodsboro**
Cynthia Houston, Principal
A) **New Midway** 240-236-1500
Grades 3-5
12226 Woodsboro Pike
Keymar, MD 21757
Fax 240-236-1501
B) **Woodsboro *** 240-236-3700
Grades Pre-K-2
101 Liberty Road
Woodsboro, MD 21798
Fax 240-236-3701
20. **North Frederick *✓** 240-236-2000
Kathy Pritchard, Principal
1001 Matter Avenue
Frederick, MD 21701
Fax 240-236-2001
21. **Oakdale *** 240-236-3300
Elizabeth Little, Principal
9850 Old National Pike
Ijamsville, MD 21754
Fax 240-236-3301
22. **Orchard Grove *** 240-236-2400
Cheryl Crawford, Principal
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401
23. **Parkway ♦** 240-236-2600
Sunora Knill-Wilbar, Principal
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601
24. **Sabillasville** 240-236-6000
Karen Locke, Principal
16210-B Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001
25. **Spring Ridge ♦♦** 240-236-1600
Deborah Thackston, Principal
9051 Ridgfield Drive
Frederick, MD 21701
Fax 240-236-1601
26. **Thurmont (Gr. 3-5)** 240-236-0900
Kate Kriezt, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901
18. **New Market *** 240-236-1300
Cindy Alvarado, Principal
93 West Main Street
New Market, MD 21774
Fax 240-236-1301
19. **New Midway-Woodsboro**
Cynthia Houston, Principal
A) **New Midway** 240-236-1500
Grades 3-5
12226 Woodsboro Pike
Keymar, MD 21757
Fax 240-236-1501
B) **Woodsboro *** 240-236-3700
Grades Pre-K-2
101 Liberty Road
Woodsboro, MD 21798
Fax 240-236-3701
20. **North Frederick *✓** 240-236-2000
Kathy Pritchard, Principal
1001 Matter Avenue
Frederick, MD 21701
Fax 240-236-2001
21. **Oakdale *** 240-236-3300
Elizabeth Little, Principal
9850 Old National Pike
Ijamsville, MD 21754
Fax 240-236-3301
22. **Orchard Grove *** 240-236-2400
Cheryl Crawford, Principal
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401
23. **Parkway ♦** 240-236-2600
Sunora Knill-Wilbar, Principal
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601
24. **Sabillasville** 240-236-6000
Karen Locke, Principal
16210-B Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001
25. **Spring Ridge ♦♦** 240-236-1600
Deborah Thackston, Principal
9051 Ridgfield Drive
Frederick, MD 21701
Fax 240-236-1601
26. **Thurmont (Gr. 3-5)** 240-236-0900
Kate Kriezt, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901
27. **Thurmont Primary ♦♦** 240-236-2800
Grades Pre-K-2
Debra Myers, Principal
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801
28. **Tuscarora** 240-566-0000
Tracy Hilliard, Principal
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001
29. **Twin Ridge ♦♦** 240-236-2300
DeVeda Coley, Principal
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301
30. **Urbana ♦** 240-236-2200
Jan Hollenbeck, Principal
3554 Urbana Pike
Frederick, MD 21704
Fax 240-236-2201
31. **Valley*** 240-236-3000
Tess Blumenthal, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
32. **Walkersville** 240-236-1000
Stephanie Brown, Principal
83 Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
33. **Waverley *♦** 240-236-3900
Barbara Nash, Principal
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901
34. **Whittier ♦♦** 240-236-3100
John Festerman, Principal
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101
35. **Wolfsville *** 240-236-2250
Lynnea Richards, Principal
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251
36. **Yellow Springs** 240-236-1700
Donna Hauver, Principal
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701
37. **York** 240-236-2100
Grades 3-5
10000 York Road
York, PA 17403
Fax 717-765-2100
38. **York** 240-236-2100
Grades 3-5
10000 York Road
York, PA 17403
Fax 717-765-2100
39. **York** 240-236-2100
Grades 3-5
10000 York Road
York, PA 17403
Fax 717-765-2100
40. **York** 240-236-2100
Grades 3-5
10000 York Road
York, PA 17403
Fax 717-765-2100
41. **York** 240-236-2100
Grades 3-5
10000 York Road
York, PA 17403
Fax 717-765-2100
42. **York** 240-236-2100
Grades 3-5
10000 York Road
York, PA 17403
Fax 717-765-2100
43. **York** 240-236-2100
Grades 3-5
10000 York Road
York, PA 17403
Fax 717-765-2100
44. **York** 240-236-2100
Grades 3-5
10000 York Road
York, PA 17403
Fax 717-765-2100
45. **York** 240-236-2100
Grades 3-5
10000 York Road
York, PA 17403
Fax 717-765-2100
46. **York** 240-236-2100
Grades 3-5
10000 York Road
York, PA 17403
Fax 717-765-2100
47. **Walkersville** 240-236-4400
Valda Valbrun, Principal
55 Frederick Street
Walkersville, MD 21793
Fax 240-236-4401
48. **West Frederick *✓** 240-236-4000
Daniel Lippy, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050
49. **Windsor Knolls** 240-236-5000
Nancy Doll, Principal
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001

HIGH

50. **Brunswick** 240-236-8600
Kristi Mitchell, Principal
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601
51. **Catoctin** 240-236-8100
Jack Newkirk II, Principal
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101
52. **Frederick *✓** 240-236-7000
Denise Fargo-Devine, Principal
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
53. **Governor Thomas** 240-236-8200
Johnson *
Marlene Tarr, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
54. **Linganore** 240-566-9400
David Kehne, Principal
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401
55. **Middletown** 240-236-7400
Jay Berno, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450
56. **Tuscarora *✓** 240-236-6400
Kathleen Schlappal, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401



- KEY**
- * Pre-kindergarten program available
 - ◆ Special education pre-kindergarten available
 - ✓ At Excel Schools, the extended day/year program is in effect for some students. Details are on page 30.
 - ▼ School-Based Health Center

MIDDLE

37. **Ballenger Creek 240-236-5700**
Mita Badshah, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701
38. **Brunswick 240-236-5400**
Brian Vasquez, Principal
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401
39. **Crestwood 240-566-9000**
Kathleen Harlock, Principal
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001
40. **Governor Thomas Johnson ✓ 240-236-4900**
Michelle Concepcion, Principal
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-4901
41. **Middletown 240-236-4200**
Donna Faith, Principal
100 Martha Mason Street
Middletown, MD 21769
Fax 240-236-4250
42. **Monocacy 240-236-4700**
Everett Warren, Principal
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701
43. **New Market 240-236-4600**
Gwendolyn Dorsey, Principal
125 West Main Street
New Market, MD 21774
Fax 240-236-4650
44. **Oakdale 240-236-5500**
Neal Case, Principal
9840 Old National Pike
ijamsville, MD 21754
Fax 240-236-5501
45. **Thurmont 240-236-5100**
Barbara Keiling, Principal
408 East Main Street
Thurmont, MD 21788
Fax 240-236-5101
46. **Urbana 240-566-9200**
Frank Vetter, Principal
3511 Pontius Court
ijamsville, MD 21754
Fax 240-566-9201

High (continued)

57. **Urbana 240-236-7600**
Kathy Campagnoli, Principal
3471 Campus Drive
ijamsville, MD 21754
Fax 240-236-7601
58. **Walkersville 240-236-7200**
Michael Concepcion, Principal
81 Frederick Street
Walkersville, MD 21793
Fax 240-236-7250

OTHER

59. **Adult Education/ Flexible Evening High 240-236-8450**
Richard Ramsburg, Principal
44 West Frederick Street
Walkersville, MD 21793
Fax 240-236-8451
60. **Career and Technology Center 240-236-8500**
Greg Solberg, Principal
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501
61. **Earth and Space Science Laboratory 240-236-2694**
Mark Bowman and Jeff Grills, Directors
210 Madison Street
Frederick, MD 21701
Fax 240-236-2693
62. **Heather Ridge School 240-236-8000**
Denise Flora, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001
63. **Monocacy Valley Charter School * 301-668-5013**
Montessori Public Charter School *
Meg Bowen, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 301-668-5015
64. **Rock Creek School 240-236-8700**
Gayle Brown, Principal
191 Waverley Drive
Frederick, MD 21702
Fax 240-236-8701

For other useful numbers, see next page

Frederick County Board of Education

33 Thomas Johnson Drive
Frederick, MD 21702

Phone: 301-644-5116
Fax: 301-644-5213

BID #10-MISC-16

DATE OF ISSUE: June 21, 2010

Request for Proposals to
Provide Renewable Electricity Energy (Photovoltaic) Power Purchased for and
located at the Frederick County Board of Education
Oakdale High School and/or Linganore High School
Frederick County, Maryland

DEADLINE FOR RETURN OF PROPOSALS:

Pre-bid Meeting and Site Inspection:

June 30, 2010, 9:00 A.M. Local Time
Oakdale High School

Technical and Price Proposals Due:

July 12, 2010, 2:00 P.M. Local Time
Purchasing Conference Room

Bidders Interviews as requested:

July 27 to 29, 2010

All times/dates are subject to change by written notice to all bidders.

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Bid #10-MISC-16

**Provide Renewable Electricity Energy (Photovoltaic) Power Purchased for
the Frederick County Board of Education**

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Section 4. Evaluation Criteria	
Section 5. Program Terms and Conditions	
Section 6. Signature Forms and Proposal Sheets.....	

SECTION 1 GENERAL INFORMATION

A. Introduction

The Frederick County Board of Education, hereinafter referred to as the BOE, is seeking a qualified solar company, hereinafter referred to as Bidder, to provide cost-effective solar photovoltaic (PV) electric generating systems at the BOE owned Oakdale High School and/or Linganore High School located in Frederick County, Maryland, hereinafter referred to as School or Schools.

The Bidder shall install solar photovoltaic (PV) electric generating systems at the Schools to provide electricity power. The installation shall be a "turn-key project" that also includes, but is not limited to, securing all permits and approvals from governing agencies, and all labor, taxes, services, and equipment necessary to produce fully operational solar photovoltaic (PV) electric generating systems.

The BOE would prefer to install one generation system at the Oakdale High estimated to be produce up to 500,000 kWh per year. However, the BOE will consider the installation of two systems one at the Oakdale High School and a second at the Linganore High School to meet or exceed 500,000 kWh per year.

The Bidder is encouraged to propose system installations at each school to the maximum feasible generation capacity even if they were to exceed 500,000 kWh per year for consideration by the BOE.

The Bidder is required to provide the commercial operation of the power generated by the solar photovoltaic (PV) electric generating systems by April 1, 2011.

The BOE shall enter into a Power Purchase Agreement (hereinafter referred to as PPA) with the Bidder to purchase electricity power generated by the solar photovoltaic (PV) electric generating systems for a term of up to twenty years at a established contract price to be billed on a per kWh unit basis. The purchased electricity power shall be based on the energy generated and provided by the solar photovoltaic (PV) electric generating systems.

The BOE shall provide to the Bidder upon completion of the installation with a one time payment of \$1,000 per kW-DC not to exceed \$500,000 (five hundred thousand dollars). The payment is contingent upon the validation by a third party commissioning agent and the receipt of certification the electricity power generated by the solar photovoltaic (PV) electric systems is operational and meets the performance criteria of the RFP and the PPA Agreement.

Bidders are requested to submit comprehensive proposals to the BOE to provide all services requested in this Request for Proposals (RFP).

B. Source of Grant Funding

The one time payment of \$1,000 per kW-DC not to exceed \$500,000 (five hundred thousand dollars) to be provided upon the successful and accepted installation of

the electricity power generated by the solar photovoltaic (PV) electric systems are provided in part by the Maryland Energy Administration (MEA) through a Department of Energy (DOE) SEP grant authorized by ARRA.

The BOE and the Bidder must agree to adhere to all terms and conditions mandated by ARRA and the associated federal regulations and guidelines, including but not limited to the requirements listed in the BOE Memorandum of Understanding with the Maryland Energy Administration. Any expenditure of Grant funds that is not consistent with the purposes and restrictions stated in the Memorandum of Understanding or any documents expressly incorporated by reference herein, are subject to the terms set forth in Title 10 of the Code of Federal Regulations Part 600. Should any expenditure be disallowed or should Bidder violate any of the terms of this Agreement so as to cause DOE to suspend or terminate this program, the State may require repayment to the State Treasury of any expenditure of State funds for expenses incurred by the State in implementing or administering this grant, including its termination or suspension.

C. Procurement Administrator

Mr. Bill Meekins, CPPB, CPCP, Frederick County Public Schools, Buyer Specialist, will administer the bid solicitation process. He can be reached by telephone at 301-644-5116, fax: 301-644-5213, email: willis.meekins@fcps.org

D. Contract Administrator

Charles Dalphon, Frederick County Public Schools, Energy and Recycling Coordinator will administer this contract. He can be reached by telephone at 301-664-5173, fax: 301-644-5175, email: charles.dalphon@fcps.org

E. Schedule – Proposal & Project

Proposal Schedule

- Issue RFP June 21, 2010
- Pre-bid Meeting June 30, 2010
- Response date to RFP, Technical and Price proposals July 12, 2010
- Convene Proposal Review Committee July 14, 2010
- Preliminary Short-list of Bidders July 15, 2010
- Submit Proposed Bidder Contracts for Review to County Attorney July 15, 2010
- Target date for receipt of comments back from Attorney July 23, 2010
- Bidder Interviews as required July 27 to 29, 2010
- Selection of Bidder July 30, 2010
- Submit selection recommendation to BOE August 4 to 18, 2010
- MEA required date for execution of contract with Bidder August 27, 2010

Project Schedule

- Notice of Contract Award to Bidder: August 30, 2010 to September 30, 2010
- Bidder to provide certification of commercial operation of the solar photovoltaic system(s) by April 1, 2011
- Payment of Grant to Bidder shall be up to 90 days following certification of

commercial operation and receipt of funding from the Maryland Energy Administration to the BOE.

- The "Commencement Date" for the start of electricity flow from the BIDDER based on this RFP and the PPA Agreement shall be effective April 1, 2011.
- Term of the resulting PPA Agreement is **April 1, 2011 up to March 31, 2031**
- Upon completion of the terms of the Power Purchase Agreement, the Bidder shall removal the solar photovoltaic (PV) electric systems and restoration of School Facilities by June 30, 2031
- In the event that the system is **not** operational and the terms of the Power Purchase Agreement cannot be fulfilled by the Bidder by April 1, 2011, the Bidder shall remove all equipment installed and restore the school facilities to the pre-construction condition to the full satisfaction and approval of the BOE no later than August 19, 2011.

F. Pre-bid Meeting, Site Inspection, and Data Provided

PRE-BID MEETING:

A. Pre-Bid Conference will be held on June 30, 2010 at 9:00 a.m. at the Oakdale High School located at

Oakdale High School
(Also referred to a Linganore High School – Oakdale)
5850 Eaglehead Drive
Ijamsville, MD 21754

Phone: 240-566-9400

Principal: Dr. George Seaton
Office Hours: 7:30 - 2:15

B. BIDDERS, CONTRACTORS, should sign-in at the main reception desk in the inside lobby.

C. Attendance is recommended but not required

SITE INVESTIGATION:

- A. By submitting a Technical and Price proposal the Bidder acknowledges that they have investigated and satisfied themselves as to the conditions affecting the work, including, but not restricted to, those bearing upon transportation, disposal, handling and storage of materials, availability of labor, and services.
- B. Any failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the Bidder of successfully performing the work.
- C. BOE shall not be responsible for any conclusions or interpretations made by the Bidder based on the information made available by BOE.
- D. Bidders who do not attend the Pre-Bid Meeting can call the Contract Administrator to schedule a site inspection

DATA PROVIDED:

A. The following information is provided by the BOE to Bidders:

- a. Utility bill report data for prior 24 months
- b. Copy of BOE Memorandum of Understanding with the Maryland Energy Administration
- c. Copy of related documents provided by Maryland Energy Administration related to the Department of Energy SEP Grant

B. School Construction Documents and Drawings

School Construction Documents and Drawings can be obtained from Gardens Reprographics (www.cdibalt.com). Information can be found at Gardens Reprographics and the BOE has a link to Gardens on the BOE website and on eMaryland Marketplace.

School Construction Documents and Drawings are not as-built documents.

G. Inquiries/Communications

Questions regarding any issues arising in the context of this procurement must be directed in writing transmitted by mail, fax, or email to:

Bill Meekins, CPPB, CPCP, Buyer Specialist
Department of Purchasing
Frederick County Public Schools
33 Thomas Johnson Drive
Frederick, MD 21702

Phone: 301-644-5116

Fax: 301-644-5213

Email: willis.meekins@fcps.org

The official response to any request for information not addressed in this document, or for any interpretation or clarification of the information contained in this bid solicitation, will be made by an addendum. BIDDERS will acknowledge in their proposals receipt of each Addendum.

It is each Bidder's responsibility to advise the Procurement Administrator of apparent conflicting requirements, omissions of information, or the need for modifications or clarifications to this Solicitation and supporting documents before the proposal deadlines.

No oral explanations regarding the meaning of this Solicitation will be given.

Technical questions and inquiries shall be directed in writing to the above

H. Proposal Format and Procedures

The selection procedure for this Solicitation requires that the "Technical Proposal" be evaluated and before the "Price Proposals" are evaluated.

Proposals should be printed on 8.5" x 11" paper, with a cover page on each clearly displaying: 1) Bidder name, and 2) Contact person's name, address, phone and fax number, and e-mail address.

"Technical Proposal" and "Price Proposals" responses must be submitted in separate sealed envelope and clearly identified by "Renewable Electricity Energy (Photovoltaic) Power Service".

I. Proposal Withdrawal

No Proposals can be withdrawn after it is filed unless the BIDDER makes a request in writing to the Procurement Administrator, prior to the time set for the opening of Proposals.

J. Proposal Acceptance

The BOE reserves the right to accept or reject any or all Proposals, waive informalities and select the Proposal which will serve in its best interest.

K. Incurring Bidders

The BOE and their technical consultants accept no responsibility for any expense incurred in the proposal preparation and presentation, such expense is to be borne exclusively by the respondent BIDDERS.

L. Collusion among Bidders

Multiple Proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that a BIDDER is interested in more than one Proposal for the work contemplated may result in rejection of all Bids in which the Bidder is interested. Any or all Proposals will be rejected if there is any reason for believing that collusion exists among the BIDDERS. Participants in such collusion may not be considered in future Proposals for the same work. Each BIDDER, by submitting a Bid certifies that it is not a party to any collusive action.

M. Irregular Proposals

Proposals may be rejected if they show omissions or irregularities of any kind. Proposals taking or noting exception to any element requested may be rejected in their entirety.

SECTION 2 SCOPE OF SERVICES

A. Overview

The Frederick County Board of Education, hereinafter referred to as the BOE, is seeking a qualified solar company, hereinafter referred to as Bidder, to provide cost-effective solar photovoltaic (PV) electric generating systems at the BOE owned Oakdale High School and/or Linganore High School located in Frederick County, Maryland, hereinafter referred to as School or Schools.

The Bidder shall install solar photovoltaic (PV) electric generating systems at the Schools to provide electricity power. The installation shall be a "turn-key project" that also includes, but is not limited to, securing all permits and approvals from governing agencies, and all labor, taxes, services, and equipment necessary to produce fully operational solar photovoltaic (PV) electric generating systems.

The BOE would prefer to install one generation system at the Oakdale High estimated to be produce up to 500,000 kWh per year. However, the BOE will consider the installation of two systems one at the Oakdale High School and a second at the Linganore High School to meet or exceed 500,000 kWh per year.

The Bidder is encouraged to propose system installations at each school to the maximum feasible generation capacity even if they were to exceed 500,000 kWh per year for consideration by the BOE.

The Bidder will be required to install, commission, own, operate, and maintain the systems after installation. The Bidders project funding and financing shall be reviewed and approved by the BOE. The Bidder shall provide annual reports on the project funding and status of direct project financing. BOE funding is not available for the install, commission, operation, and maintenance of the solar photovoltaic (PV) electric generating systems and related equipment.

The Bidder shall maintain and operate the solar photovoltaic (PV) electric generating systems for twenty years. The Bidder shall insure and maintain the School roofs and related facilities components through out the duration of the contract term and shall pay for all maintenance repairs if required resulting from the installation of the solar photovoltaic (PV) electric generating systems.

The BOE shall enter into a Power Purchase Agreement (hereinafter referred to as PPA) with the Bidder to purchase electricity power generated by the solar photovoltaic (PV) electric generating systems for a term of up to twenty years at a established contract price to be billed on a per kWh unit basis. The purchased electricity power shall be based on the energy generated and provided by the solar photovoltaic (PV) electric generating systems.

The BOE shall provide to the Bidder upon completion of the installation with a one time payment of \$1,000 per kW-DC not to exceed \$500,000 (five hundred thousand dollars). The payment is contingent upon the validation by a third party commissioning agent and the receipt of a certification the electricity power

generated by the solar photovoltaic (PV) electric systems is operational and meets the performance criteria of the RFP. Even if the Bidder installs a system at each school to the maximum feasible generation capacity of over 500,000 kWh per year for the combined locations, the one time grant payment for both schools will not exceed \$500,000.

The Bidder is required to provide the commercial operation of the power generated by the solar photovoltaic (PV) electric generating systems by April 1, 2011.

Term of the proposed Power Purchase Agreement is April 1, 2011 up to March 31, 2031

Upon completion of the term of the Power Purchase Agreement, the Bidder shall remove the solar photovoltaic (PV) electric systems and restore the School Facilities to the full satisfaction and approval of the BOE.

In the event that the system is not operational and the terms of the Power Purchase Agreement cannot be fulfilled by the Bidder by April 1, 2011, the Bidder shall remove all equipment installed and restore the school facilities to the pre-construction condition to the full satisfaction and approval of the BOE no later than August 19, 2011.

It should be understood that this RFP concerns only the purchase of power produced by a resulting PV installation, and that the BOE is not seeking to assume ownership of resulting solar power Renewable Energy Certificates (RECs), nor seeking other alternative energy RECs in substitution for resulting solar power RECs.

B. School Descriptions and Specifications

The Schools were selected based on the location, annual energy use, age of roof, available roof area, and orientation to the sun.

The Oakdale High School is 241,061 gross square feet (sf.) with a total roof area of approximately 90,000 sf. The current estimate is up to 40,000 sf. would be available to locate a solar PV array on the School Roof.

The Linganore High School is 252,635 square feet (sf.) with a total roof area of 104,000 sf. The current estimate is up to 48,000 sf. would be available to locate a solar PV array on the School Roof. The school is still under construction and is scheduled to begin operation for the next school year in August 2010. Energy use data for this school should be estimated to be the same as Oakdale High School.

The data developed by the BOE to-date for the project and as submitted to the Maryland Energy Administration is as follows:

Oakdale High School	
Electricity Demand	
Location Electricity Demand (kWh/yr)	3,718,110
Electricity Price (\$/kWh)	0.118
Peak Capacity (MW)*	620 KW
Capacity Charge (\$/MW)*	\$1.71/KW/month
Project Description	
Project Location and Description	Installation of monocrystalline solar modules on a tilt up roofing panel
Available Roof Area (sq ft)	43,000 sf. unobstructed
Roof Age (yrs)	5 years
Roof Obstructions	None in area proposed
Roof Pitch	1:12
Roof Support Weight (lbs/sq ft)	Code
Roof Orientation	South
Estimate of Shading between 9am and 4pm	None
Historic Property? Building Age (yrs)	3 years
Array Size (kW)*	40,000 sf. for 400 kW
Energy Production (kWh/yr)*	477,307 kWh/yr
Energy Production (kW of peak power)*	400.09 kW of peak power DC watts
Project Timeline*	Funding dependant.
Estimated Bidder:	400 kW \$2,880,000

Linganore High School	
Electricity Demand	
Location Electricity Demand (kWh/yr)	3,718,110
Electricity Price (\$/kWh)	0.118
Peak Capacity (MW)*	620 KW
Capacity Charge (\$/MW)*	\$1.71/KW/month
Project Description	
Project Location and Description	Installation of monocrystalline solar modules on a tilt up roofing panel
Available Roof Area (sq ft)	50,000 sf. unobstructed
Roof Age (yrs)	New

Roof Obstructions	None in area proposed
Roof Pitch	1:12
Roof Support Weight (lbs/sq ft)	code
Roof Orientation	South
Estimate of Shading between 9am and 4pm	None
Historic Property? Building Age (yrs)	NEW
Array Size (kW)*	48,000 sf. for 480 kW
Energy Production (kWh/yr)*	572,771 kWh/yr
Energy Production (kW of peak power)*	480.11 kW of peak power DC watts
Project Timeline*	Funding dependant.
Estimated Bidder:	480 kW \$3,460,000

The Bidder shall conduct an independent evaluation of the Schools and develop data based on their analysis of the above data. The Bidder shall not rely on the above data to develop a proposal in response to this RFP.

C. Electricity Power Generated by the Solar Photovoltaic (PV) Electric Systems

The Bidders shall provide a fully operational Solar Photovoltaic (PV) System to generate electricity for use at the Schools to include but not be limited to the following:

- Solar panels and related structures guaranteed at a maximum PV pa•
Guaranteed power capacity (DC kW), measured at the inverter(s) input
 - 1) Guaranteed power capacity (AC kW), measured at the inverter(s) output
 - 2) Show nominal and de-rated AC kW production, including data assumptions for winter and summer hours of solar generation. Summer on-peak, mid-peak, and winter peak hours must be explained with some detail of assumptions and performance criteria based on seasonal sunlight availability and variable weather conditions
 - 3) Estimated capacity factor (percent) and annual output (kWh), and provide the methodology used to develop the estimates
 - 4) Guaranteed maximum PV panel degradation rate over a twenty-year period
- PV array materials
- The Bidder shall provide a ballasted, roof-Agreement noted PV system designed to have no roof penetrations and withstand a minimum of 100 mph wind load.
- Structural materials
- Provide all electrical connections to the designated power panels to supply electricity generated by the system to the school to include service panels and inverters
- Inverters and all related control equipment.

- Direct connection to the BOE energy management system to monitor operations of the system
- Permits and permit fees
- Load and system balance components and equipment
- Product warranties from manufacturers
- Operation manual
- BOE staff training
- Other relevant information

D. Installation, Maintenance and Operations

Bidder should indicate understanding of and intent to comply with the following stipulations regarding installation, maintenance and operations:

- Installation shall be performed under the supervision of personnel holding a current NABCEP PV Installer certificate.
- Prior conditions of roofs shall be documented with a set of photographs taken before the commencement of installations
- Disturbance to the roof shall be repaired to original condition at the expense of the Bidder.
- Damage to utilities shall be repaired to original condition at the expense of the Bidder.
- No work done on this project shall void an existing roof warranty or designer-stipulated roof loading limitation. No work done shall impede effective roof drainage. It is expected that the roofing firm holding the existing warranty we 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 loading on the roof of the PV equipment.
- Bidder shall make every effort to avoid impeding the operations of buildings during regular school or summer school sessions or other scheduled use of the BOE buildings.
- Bidder will avoid activities creating a significant an Agreement not of noise during school or summer school sessions. Typically, more desirable times for activities creating noise would be after 3:30 PM during the regular fall and spring school terms, and 12:30 PM during the summer.
- Any temporary interruption of electric power in BOE buildings, either partially or for the entire service, should, if at all possible, be performed after regular school hours, as described above, or should be coordinated with school staff.
- The ballasted, roof-Agreement noted PV system shall be designed to have no roof penetrations.
- 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.

- Spacing between individual modules shall be kept to a minimum to maximize utilization of the surrounding area, either for future extensions of the PV system or for other building uses.
- A clear space shall be maintained around rooftop features like mechanical penthouses, vents, piping, electric system penetrations, and roof drains. Clear walkways shall be established through PV installations to allow maintenance access to these features.
- The installation shall integrate with the existing lightning protection system.

E. Commissioning and Third Party Validation

The BOE will hire a third party company to independently validate the operation of the solar photovoltaic (PV) electric generating systems in accordance with the RFP, final PPA Agreement, Bidders Technical, and Price Proposal in accordance with accepted industry standard. The manufactures specifications and performance documents will be used as the benchmark to measure equipment and related systems performance. Industry guidelines and procedures used for commissioning will apply. *Commissioning* is the process of ensuring that systems are designed, installed, functionally tested and capable of being operated and maintained according to the owner's operational needs. The California Commissioning Collaborative program will be used as one of the program guidelines to include programs, tools, and techniques for the commissioning process.

The Bidder shall also provide data related to this process to validate the receipt of a certification the electricity power generated by the solar photovoltaic (PV) electric systems is operational and meets the performance criteria of the RFP.

If the annual production of the generated energy is less than 50% of the estimated quantity of energy to be generated over a 12 month period for two consecutive years (24 months) the system will have to be upgraded by the Bidder at no additional cost to the BOE or the PPA shall be terminated and the solar photovoltaic (PV) electric systems removed within 90 days at no cost to the BOE.

F. Performance Monitoring Systems

Bidders shall also provide a monitoring system that will be installed to include:

- Equipment requirements
- Data output
- Maintenance requirements
- Usage monitoring system to obtain information needed for PPA billing to the BOE during the duration of the PPA.
- System monitor to be installed in a public area of the School to allowing building occupants to keep track of the performance of installed PV arrays.
- Connection of key system performance criteria to the BOE Johnsons Controls Medes energy management, building operation, & HVAC system control, operations and monitoring system is required.

G. Power Purchase Agreement and Pricing

a. Purchase Power Agreement

The Bidder shall submit as a required section of the Technical Proposal a draft Purchase Power Agreement for each school.

The Bidder understands the Agreement must be reviewed by the BOE attorneys and shall operate in good faith to negotiate a final agreement mutually acceptable to the BOE and the Bidder by no later than August 20, 2010.

The Power Purchase Agreement document must include all aspect of the project terms and conditions and must include as part of the Agreement this RFP document, all attachments and addendum. The Agreement must include all aspects of the "turn-key project" project to include but not be limited to the design, securing all permits and approvals from governing agencies, and all labor, taxes, services, construction services, and equipment necessary to produce fully operational solar photovoltaic (PV) electric generating systems. The Bidder will be required to install, commission, own, operate, and maintain the systems after installation. Pricing should not be included in this document at this time.

b. Power Sales Pricing

Bidders shall provide power sales pricing based on:

- 1) A fixed kWh price over the proposed term of the Power Sales Agreement, and
- 2) A yearly price escalator (if any) for the period that the PPA shall be in force.
- 3) A yearly estimate of the quantity of energy to be provided for each school with the breakdown to be provided as follows:
 - a. Maximum quantity of energy generated for each school to be equal to or exceed the allocation of the MEA grant of 500,000 kWh per year
 - b. Equal allocation of the MEA Grant for the quantity of energy generated of up to 500,000 kWh, per year 250,000 kWh per year per school

c. Best and Final Price Offer

Bidders shall provide at the request of the BOE a "best and final" pricing offer based on b. above or for additional pricing as requested

H. Definitions

"BIDDER" means any person, firm or corporation submitting a proposal for the services in response to this RFB.

“Contract Price” The total monies payable to the BIDDER under the terms and conditions of the RFP

“Contract Quantity of Energy” means the estimated quantity of Energy (measured in KWs or KWhs) set forth in the PPA Agreement and Price Confirmation Sheet which BIDDER will sell and deliver to the BOE

“Electricity” means the electricity that may be purchased from the Bidder pursuant to this RFP

“Energy” means electric energy or electricity.

“School, facility or facilities” means the buildings, structures, infrastructure, utilities, and improvements placed or naturally occurring in or above the real property belonging to or leased by the BOE.

“KW” means kilowatt.

“kWh” means kilowatt-hour.

“Law” means any law, common law, statute, code, ordinance, rule, regulation, order, judgment, decree, injunction, direction, or requirement of any governmental authority that applies to the Agreement or the Parties’ performance thereof.

“Written Notice” Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at the last given address, or delivered in person to said party or authorized representative.

I. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Failure by the Bidder to complete the work of the contract or within the time specified stated will entitle the BOE to deduct and retain out of funds which may be due the Bidder under this contract, a sum as follows for each calendar day in excess of the time stated, (including Saturday, Sundays, and legal holidays) until the contract is complete in accordance with the specifications.

The completion date for construction/renovation contracts is defined as substantial completion with a Use and Occupancy permit (if applicable).

This section also applies the removal by the Bidder of all solar photovoltaic (PV) electric systems and the restoration of School Facilities at the completion of the PPA by June 30, 2031. The financial amounts below will be adjusted to be equal to the same as the rates in 2031 for the BOE related construction projects

Liquidated damages will be assessed at the following rates:

<u>Amount of Contract</u>	<u>Liquidated Damages (per calendar day)</u>	<u>Liquidated Damages Beyond 21 days (per calendar day)</u>
\$200,000 or less	\$150	\$150

\$200,000 to \$1,000,000

\$150

\$150

(This document will not be used for contracts exceeding \$1,000,000.00)

This sum shall not be considered as a penalty but as a sum mutually agreed upon as the damages suffered by the BOE because of delay.

Requests for extension of completion time due to strikes, lack of materials or any other causes over which the Bidder has no control will be reviewed after written applications is made to the Purchasing Department. Requests must occur immediately upon occurrence of conditions for a time extension.

J. Site-Specific Business Relationship

Bidders shall assume that the solar PV site-specific installations will be owned, operated and maintained by the Bidders for the entire term of the power sales agreement.

K. Insurance

The Bidder must obtain at its own expense, and keep in force and effect during the term of this Contract, including all extensions, such insurance as well as indemnify and hold harmless each Participant from Workmen's Compensation and Public Liability claims for property damage and personal injury, including death, which may arise from the Contractor's operations under this Contract or by anyone directly or indirectly employed by him/her. The insurance company must be licensed or qualified to do business in the State of Maryland. The Bidder must submit to the Participants a certificate of insurance prior to award of this Contract and prior to any Contract modification extending the term of this Contract, as evidence of compliance with this provision. The Participants must be named as an additional insured on all liability policies. Such policies as they apply to work done on BOE premises must contain a waiver of subrogation on the certificate(s). The limits of such liability for each occurrence shall be equal or greater than \$2,000,000 for Bodily Injury and \$1,000,000 for Property Damage.

L. Indemnification

The Bidder shall be responsible for any loss, personal injury, expense, death and/or any other damage, which may occur by reason of the Contractor's acts, negligence, willfulness or failure to perform any of its obligations under this Agreement. Any acts, negligence, willfulness or failure to perform any of the Contractor's obligations under this Agreement, on the part of any agent, director, partner, servant or employee of the Bidder are deemed to be the Contractor's acts. The Bidder agrees to indemnify and hold harmless the BOE, its employees, agents, staff and students from any claim, damage, liability, injury, expense, and/or loss, including defense Bidders and attorney's fees, arising directly or indirectly out of the Contractor's performance under this agreement.

M. Codes

The Bidder's attention is directed to the fact that all applicable federal and state laws, county, local, and municipal ordinances, and the orders, rules and regulations of all

authorities having jurisdiction over this work shall apply to the Contract throughout, and they will be deemed to be included in the contract the same as though written out in full.

N. HOLD HARMLESS

It is understood that firms providing quotes for this project shall defend and hold harmless the Board of Education of Frederick County and its representations from all suits, actions, or claims of any kind brought about as a result of any injuries or damages sustained by persons(s) or property during the performance of this contract.

O. NO SMOKING AND ALCOHOLIC BEVERAGES

The use of tobacco and alcoholic beverages in any form is prohibited in school buildings and on school grounds at all times, all year.

P. USE OF PREMISES, PROVISION OF PORTABLE SANITATION AND REMOVAL OF DEBRIS

Bidders are responsible for removal of trash and debris and shall confine their apparatus, materials, supplies, and equipment in such orderly fashion at the work site. The Bidder shall not interfere with Board personnel or students while they are conducting their required business. All work areas must be returned to their former condition at the end of each work shift so as not to interfere with the daily duties of staff in the building. Bidder shall pay all disposal fees and can recuperate them only by including them in the price of the bid. At the completion of work and before final payment is made, Bidders, contractors, shall remove all rubbish from and about the building, and all tools, scaffolding and surplus materials, and shall leave the work site clean. In case of dispute, the Board may remove the rubbish and charge the cost to the contractor.

Q. AVAILABILITY OF BID TABULATIONS

A copy of the completed bid tabulation will be emailed upon request. Please email request for bid tabulation to Ms. Karen Podojil, Purchasing Department at: karen.podojil@fcps.org.

In order to expedite the available of bid tabulations, which are often available within one week of the bid opening date, these tabulation are not scrutinized for errors in bidding or recording prior to mailing. Therefore, prices are subject to change if, in review by an administrator or buyer, an error(s) is found. Furthermore, it should not be assumed that the lowest bidder would necessarily be recommended for award of contract, as price is not the sole basis of award.

R. GOVERNING FORM

In the event of any conflict between the terms and provisions of these requirements and specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of the overall document and plans, the purchasing manager's interpretation shall govern.

S. CONTRACT DISPUTE

Any dispute resulting from a question or fact arising under this contract shall be decided by the BOE -Frederick County Public Schools' contract administrator and the purchasing manager who will reduce their decision to writing and furnish a copy thereof to the Bidder. This decision shall be final and conclusive unless within thirty (30) days the Bidder furnishes to the contract administrator and purchasing manager a written appeal addressed to the Board of Education (BOE) of Frederick County.

The Board of Education or duly authorized representative will review the appeal for the determination of such appeal and their finding shall be final and conclusive. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or note supported by evidence. In connection with any appeal preceding under this clause the Bidder will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the Bidder shall proceed diligently with the performance of the contract and in strict accordance with the BOE staff's decision

This clause does not preclude consideration of laws questioned in connection with the decision provided for above.

T. NON-DISCRIMINATION CLAUSE

The BOE does not discriminate in admissions, access, treatment or employment in its programs and activities on the basis of race, color, gender, age, national origin, religion, or disability.

Discrimination in any manner by the contractor against an employee or applicant for employment because of sex, race age, color, creed or national origin is prohibited.

The contractor is required to include a similar clause in every subcontract except a subcontract for standard commercial supplies or raw materials.

Each contractor and subcontractor subject to this clause are required to conspicuously post a notice that sets forth the provisions of the clause in a place that is available to employees and applicants for employment.

U. STATE FINANCE AND PROCUREMENT, ARTICLE 16-309

"If a person or business is debarred or suspended based on an offense listed in 16-202 (Bribery), the person or business may not be considered for the award of, be awarded, or perform directly or indirectly, a contract with a public body during the time period of debarment."

V. EMPLOYEES' RESPONSIBILITIES

All Bidders, contractors, and subcontractors, must abide by Board of Education policies and regulations while working on Frederick County public school property.

The Board of Education of Frederick County desires to maintain a safe, healthy, and productive environment free of alcohol and drugs. The Board endorses the provisions of Public Law 100-690, Title V, Subtitle D (Drugs-Free Workplace Act of 1988) and Public Law 101-226 (The Drug-Free Schools and Communities Act of 1989) and regulations promulgated there under and establishes a drug-free and alcohol-free workplace and school system.

Maryland State Law (COMAR 13A.02.04) provides that each local school system is required to maintain a tobacco-free school environment.

Be advised that individuals who are registered sex offenders are not eligible to work on any BOE - Frederick County Public Schools' project. The contractor must initially check the Maryland Department of Public Safety & Correctional Services' MARYLAND SEX OFFENDER REGISTRY and search for the name of any employee to be assigned to work on this project. This applies to Bidders, contractors, and material/equipment suppliers as well. For projects lasting more than a few months, the contractor shall periodically re-check the names of workers against the registry to ensure ongoing compliance. In the event that a registered sex offender is discovered to be working on a BOE project, whether through employment by the prime contractor, subcontractor or equipment or material supplier, BOE will notify the site superintendent to immediately remove the individual from the premises and permanently terminate his work assignment. BOE may terminate this contract as a result if the contractor is unable to demonstrate he has exercised care and diligence in the past in checking the Maryland registry.

SECTION 3 PROPOSAL REQUIREMENTS

A. Technical Proposal:

The following items shall be included in the Technical Proposal. The proposal should be organized by the same letter and heading title sections as follows:

a. Transmittal Letter

Transmittal Letter issued from the Chief Executive Officer or designee that the BIDDER agrees to the acceptance of the contract terms and conditions described in the final Power Purchase Agreement and this Solicitation Document, Addendum, attachments, Bidders Technical Proposal, Bidders Price Proposal and Addendum as an integral part of the overall set of documents to be the final Agreement approved by the BOE.

If a team of firms is submitting the proposal, then the proposal must clearly identify the lead or prime member of the team as the Bidder. The letter must also identify the contact person for future communications and the person responsible for future negotiations with the BOE if selected. The letter should commit the Bidder's to meeting the RFP goals and objectives, as well as a statement agreeing to comply with all relevant governing bodies' rules and regulations if awarded the contract. The letter must state a 90-day validity period of the proposal.

b. Summary of Bidders Offer

Submit a narrative summary of the Bidders offer to include project team, qualifications, experience, and expertise in solar technology. Include a full description of the proposed system capacity to include a description of the solar PV technology to be installed. Provide an overview of the key project implementation tasks and schedule. Provide a description of the project financing and describe options to be employed if proposed to provide additional renewal certifications. Provide an overview of the proposed PPA agreement and contract term. (Exclude price from this section). Provide a description of how the Bidder will provide services to protect and preserve the School facility during construction, throughout the term of the PPA Agreement and upon completion of the Agreement. The Summary should be no longer than six pages and can reference other sections of the proposal

c. Qualifications of Bidder (Prime)

Proposals must provide information that clearly demonstrates the ability of the Bidder and the proposed team to fully deliver the Scope of Services called for in this RFP as follows:

1. Demonstrated expertise and experience in the successful installation and management of multiple, large commercial or public solar electric systems:

- a. Total capacity in kilowatts of PV systems placed into commercial operation or practical demonstration to date. Identify the project type – turnkey or third-party energy sales
 - b. Name of local representative and a description of the person's experience as it applies to the BOE program
 - c. Roles and responsibilities of key personnel
 - d. Organizational chart
 - e. Identify any subcontractors, , contractors, the Bidder intends to employ in execution of the program
 - f. Discuss their role and provide information on subcontractors, contractors,' experience performing similar work.
2. Experience with a public entity on a solar PV program,
 3. Experience in offering a PPA Agreement especially to a public entity
 4. Description of the expertise and experience of the project team members for items 1 to 3 above.
- d. Qualifications of Project Team (Subcontractors, , contractors,)

If a team of firms submits the proposal, then the following information shall be supplied for each team member or subcontractor:

- Name of firm and the name of the local representative
 - Total capacity in kilowatts (kW) of PV systems placed into commercial operation or practical demonstration to date. Identify the project type – turnkey or third-party energy sales.
 - Names of other team member firms and the persons from those firms dedicated to this program
 - Roles and responsibilities of each team member, and the relationship between the team members, including an organizational chart
 - A brief description of each team member's firm and their ability to contribute to successful solar PV program implementation (history, performance of similar scope of services, etc.).
 - History of past projects that the team members have worked on together
- e. Key Personnel Information

Proposals shall include resumes for Bidders key personnel who would be involved with the BOE program, including any subcontractors, contractors,

Bidder (Prime)

President/Owner Representative
 Senior Manager
 Project Manager
 Alternate Project Manager

Team Members (Each Company)

President/Owner Representative
 Senior Manager

Project Manager

f. Past-Project Experience Bidder and Team

Proposals shall include a brief description of at least three recent past solar PV projects/programs that are similar in nature as those expected to result from this RFP for the Bidder and the Project Team. The description for each project/program should include:

- The project name
- Location
- Project size (total Bidder and project capacity in kW)
- Project type – turnkey or third party energy sales
- Year completed
- Name of Bidder's Project Manager
- Name of client contact
- Brief physical description of the project (equipment manufacturer, model, etc.)
- A brief discussion of any specific challenges and how they were overcome

g. References

Bidder (Prime)

Proposals shall include at least three recent (within past five years) references for solar PV projects. At least one should include a project with a power purchase agreements. The information noted above in the past-project experience section should be included and can be used as references.

Provide the customer's contact name, title, address, phone numbers, and email address.

Team Members (Each Company)

Proposals shall include at least one recent (within past five years) reference for solar PV projects. The information noted above in the past-project experience section should be included and can be used as references.

Provide the customer's contact name, title, address, phone numbers, and email address.

h. Financial Capacity

Proposals shall include the following:

- Audited financial statements for the past three years for the Bidder (lead/prime firm if a team proposal).
- Proof of eligibility to conduct business in the State of Maryland

i. Project Financing

The Bidder shall provide a narrative of how the project will be financed to include all sources of revenue for the installation, operation, maintenance, repair, replacement during operation of the PV installations, and removal of system at the end of the PPA.

The Bidder shall provide the names of all funding sources to include, name of company/organization, address, name of principal contract, contract title, contract telephone number, fax and email and amount of funds to be provided.

The Bidder shall provide a detail financial statement showing annual revenue, expenses, and balances for the overall project.

Bidder shall provide a cash flow projection for the term of the PPA showing annual allocations. BOE may request additional information to assist in the evaluation of technical and price proposals.

The Bidder shall provide annual reports on the project funding and status of direct project financing by March 15 or the next weekday of each year of the PPA Agreement.

j. Performance Bond

Bidders will be required to provide a performance bond for the total amount of the contract covering the possible failure of the contractor to perform its existing obligations under the contract. The bond will protect FCPS from all defaults under the contract including removal of the solar photovoltaic (PV) electric generating system in the event the project does not provide the quantity of energy proposed and if the Bidder goes out of business. Bidders shall provide in the proposal the ability to obtain bonding capacity to accommodate the magnitude of the FCPS program. Bidders should describe their bonding capacity and name the relevant sureties or insurance companies that serve as your performance bonding agent, as well as the dollar an Agreement.

k. Contract Agreement Document – Power Purchase Agreement.

Bidders shall provide a draft copy of the firm's proposed solar Power Purchase Agreement to include all aspects of the "turn-key project" project to include but not be limited to the design, securing all permits and approvals from governing agencies, and all labor, taxes, services, and equipment necessary to produce fully operational solar photovoltaic (PV) electric generating systems. The Bidder will be required to install, commission, own, operate, and maintain the systems after installation. Pricing should not be included in this document at this time.

The Bidder understands the Agreement must be reviewed by the BOE attorneys and shall operate in good faith to negotiate a final agreement mutually acceptable to the BOE and the Bidder by no later than August 5, 2010.

I. Litigation

Indicate whether the Bidder or any team member or any officers or principals have been party to any lawsuit involving the performance of any equipment it has installed, including environmental litigation, and provide a summary of the issues and status of the lawsuits.

m. Technical Description of Solar Photovoltaic (PV) Electric Generating Systems

Bidders shall provide the following technical description of the technologies proposed to be installed at each site:

- Guaranteed maximum PV power capacity (DC kW), measured at the inverter(s) input
- Guaranteed power capacity (AC kW), measured at the inverter(s) output
- Show nominal and de-rated AC kW production, including data assumptions for winter and summer hours of solar generation. Summer on-peak, mid-peak, and winter peak hours must be explained with some detail of assumptions and performance criteria based on seasonal sunlight availability and variable weather conditions
- Estimated capacity factor (percent) and annual output (kWh), and provide the methodology used to develop the estimates
- Guaranteed maximum PV panel degradation rate over a twenty-year period
- Bidder shall specify which testing protocol (ASTM, IEEE, etc) is being used to specify output capacities, etc.
- PV array materials
- Inverters
- Structural materials
- Balance of system components
- Operation and maintenance requirements, including personnel and hours
- Typical useful life of significant components, include PV array and inverters
- Benefits specific to the system proposed
- Any product or warranty enhancements being offered
- Country of origin (both manufacture of parts and final assembly, if different)
- Other relevant information

Bidder shall complete the following chart at the conclusion of this Section for each school:

<u>Electricity Demand</u>	
Location Electricity Demand (kWh/yr)	
Electricity Price (\$/kWh)	
Peak Capacity (MW)*	
Capacity Charge (\$/MW)*	
<u>Project Description</u>	
Project Location and Description	
Available Roof Area (sq ft)	
Roof Age (yrs)	
Roof Obstructions	
Roof Pitch	
Roof Support Weight (lbs/sq ft)	
Roof Orientation	
Estimate of Shading between 9am and 4pm	
Array Size (kW)*	
Energy Production (kWh/yr)*	
Energy Production (kW of peak power)*	
Installation Bidder:	
Annual Maintenance Bidder:	

n. Description of the installation of Solar Photovoltaic (PV) Electric Generating Systems

Bidder should indicate understanding of and intent to comply with the following stipulations regarding installation and subsequent maintenance operations:

- Installation shall be performed under the supervision of personnel holding a current NABCEP PV Installer certificate.
- Disturbance to the roof shall be repaired to original condition at the expense of the contractor. Damage to utilities shall be repaired to original condition at the expense of the contractor. Prior conditions of roofs shall be documented with a set of photographs taken before the commencement of installations
- No work done on this project shall void an existing roof warrantee or designer-stipulated roof loading limitation. No work done shall impede effective roof drainage. It is expected that the roofing firm holding the existing warranty we 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 loading on the roof of the PV equipment.
- Bidder shall make every effort to avoid impeding the operations of buildings during regular school or summer school sessions or other scheduled use of the BOE buildings.
- Bidder will avoid activities creating a significant an Agreement not of noise during school or summer school sessions. Typically, more desirable times for activities creating noise would be after 3:30 PM during the regular fall and spring school terms, and 12:30 PM during the summer.
- Any temporary interruption of electric power in BOE buildings, either partially or for the entire service, should, if at all possible, be performed after regular school hours, as described above, or should be coordinated with school staff.
- The ballasted, roof-Agreement noted PV system shall be designed to have no roof penetrations and withstand a minimum of 100 mph wind load.
- The installation shall integrate with the existing lightning protection system.
- 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.
- Spacing between individual modules shall be kept to a minimum to maximize utilization of the surrounding area, either for future extensions of the PV system or for other building uses.
- A clear space shall be maintained around rooftop features like mechanical penthouses, vents, piping, electric system penetrations, and roof drains. Clear walkways shall be established through PV installations to allow maintenance access to these features.

o. Performance Monitoring Systems

Bidders shall also provide a description of the monitoring system that will be installed at each specific site, including:

- i. Equipment requirements
- ii. Data output
- iii. Maintenance requirements
- iv. Usage monitoring system to obtain information needed for PPA billing to the BOE during the duration of the PPA.
- v. System monitor to be installed in a public area of the School to allowing building occupants to keep track of the performance of installed PV arrays.
- vi. Connection of key system performance criteria to the BOE Johnsons Controls Medes energy management, building operation, & HVAC system control, operations and monitoring system

p. Implementation Schedule

Bidders shall provide an implementation schedule to include installation, commissioning and operations. Include annual operation system maintenance and operation tasks.

B. Price Proposal

The BIDDER submitting to this Solicitation shall include the following:

- a. A completed Bid Price Proposal Form and Signature Sheet – ATTACHMENT A
- b. BIDDERS must use the Bid Price Proposal Form and Signature Sheet provided by the Procurement Administrator to be considered responsive.
- c. BIDDERS can provide attachments to the Bid Price Proposal Form and Signature Sheet for price Options and BIDDERS Choice Option with a note referring to all attachments. Prices must be submitted in a format, which can be readily evaluated. Be sure the Evaluation Committee can understand the prices shown on the alternative bid sheets and that the committee does not have to make calculations to try to develop a unit price to determine the price. The decision to accept or reject “Alternative Pricing” will be final and at the sole discretion of the BOE.

**SECTION 4
SELECTION CRITERIA**

A. Evaluation and Selection Committee

- a. An Evaluation and Selection Committee will be selected to review and rate the Proposals.
- b. The Evaluation and Selection Committee may request additional technical assistance from any source.

B. Evaluation Criteria

- a. The Evaluation and Selection Committee will examine and evaluate each Proposal according to a uniform set of criteria, consisting of the following categories:
 - 1) Price of power offered through the PPA and subsequent increases in the price over the term of the PPA, if any. Analysis for this criterion will be based on lowest net present value of the projected power sale over 20 years, divided by the total kWh sold. The calculation shall include the combination of the proposed initial rate and rate of increase, if any, over the term of proposed PPA. (40 points)
 - 2) Review and evaluation of the Draft PPA Agreement (20 points)
 - 3) Maximized kWh output per square foot and longevity of proposed PV system (10 points)
 - 4) Experience and certification credentials of proposed team. (10 points)
 - 5) Demonstrated ability of the Bidder to install and have operational the stipulated photovoltaic capacity by the RFP deadlines. Disqualification is automatic if the Bidder cannot meet the deadline. (20 points)

Total Points: 100

C. Final Ranking and Selection

The Evaluation and Selection Committee will make recommendations for the award of the contract to the BIDDER whose Proposal is determined to be the most advantageous considering both qualification, technical, and price factors.

D. Minor Irregularities

Minor irregularities in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in BOE's best interest.

**SECTION 5
PROGRAM TERMS AND CONDITIONS**

The Bidder is required to comply with the following and shall make these items part of the PPA Agreement

COMPLIANCE WITH ARRA AND ASSOCIATED REGULATIONS

The funds to be provided by MEA pursuant to the terms and conditions of this AGREEMENT are made available through ARRA. BIDDER shall comply with all requirements of ARRA and the associated federal regulations and guidelines associated with receiving funds made available in whole or in part by ARRA. BIDDER agrees to abide by the special ARRA-mandated terms and conditions contained in the ARRA Addendum attached hereto, the entire contents of which are expressly incorporated by reference into this AGREEMENT.

National Environmental Policy Act ("NEPA")

The Department of Energy ("DOE") has provided a conditional exclusion from NEPA for ARRA SEP grants for the development, implementation, and installation of solar electricity/photovoltaic systems that are appropriately sized for existing rooftops and parking shade structures; or 60 KW and smaller installed on the ground within the boundaries of an existing facility. For ground-Agreement noted projects above 60 KW, DOE has provided an SEP ARRA Environmental Questionnaire available on MEA's website which must be completed, reviewed, and approved by DOE. No ground-Agreement noted Sunburst projects above 60 KW can begin construction until an Environmental Questionnaire has been completed and DOE has determined that no additional NEPA review is required.

State Historic Preservation Office Review

Upon execution of this agreement, the Maryland Historical Trust Project Review Form for each facility that may host a solar photovoltaic system and submit these forms to MEA. MEA will then work with the Maryland Historical Trust to ensure that the proposed project(s) will not have an adverse effect on any historic properties. No Sunburst projects can begin construction activities until the Maryland Historical Trust determines that the proposed project will have no adverse effect on historic properties.

Davis-Bacon Certified Payrolls

BIDDER shall ensure that all Bidders, contractors, and subcontractors, , contractors, it hires create Davis-Bacon certified payrolls in accordance with the terms and conditions listed in Attachment A: ARRA Addendum – Special Terms and Conditions for ARRA-Funded SEP Grants, for all construction activities occurring on projects funded in whole or in part by Sunburst. Certified payrolls must be collected from Bidders, contractors, and subcontractors, contractors, by BIDDER and forwarded to MEA at the conclusion of each payroll week. Paper copies of certified payroll records must be sent to MEA. Electronic copies are not acceptable. Certified payroll records should be sent to the following address:

**Maryland Energy Administration
Attn: Project Sunburst - Certified Payroll
60 West Street, Suite 300
Annapolis, MD 21401**

Buy American

Project Sunburst equipment rebates are being used to fund projects on a "public building" or "public work", as defined in Attachment A: ARRA Addendum - Special Terms and Conditions for ARRA-Funded SEP Grants. These projects are required to comply with the Buy American Act which requires that all iron, steel, and manufactured goods used in Sunburst projects are produced in the United States. See Attachment A for more information.

RETENTION OF RECORDS - AUDITS

Upon prior notification, MEA shall have the right, during normal business hours, to examine and audit all records of BIDDER that MEA deems necessary or advisable in order to verify compliance by BIDDER with the terms and conditions of this AGREEMENT and expenditures for which reimbursement is requested, including any and all records in the possession, custody or control of BIDDER. BIDDER shall retain and maintain all records and documents relating to this AGREEMENT and for a period of three years following the commissioning of solar photovoltaic system(s) or any applicable statute of limitations, whichever is longer. BIDDER shall promptly grant access to its facilities to authorized state agency representative(s) for review of documents, information and interviews of company personnel. BIDDER will provide to the State (including MEA) upon request copies of any invoices, records, timesheets, work logs, contracts, or any other documents or information needed in order for the State to comply with all applicable State or federal reporting and audit requirements.

INSURANCE

The Authority shall include in all of its contracts and subcontracts for work performed under the AGREEMENT a provision or provisions requiring all Bidders, contractors, and subcontractors, , contractors, to purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the services to be performed under this AGREEMENT. All insurance provided by Bidders, contractors, and subcontractors, , contractors, must name MEA as an additional insured, and shall include, but not be limited to, insurance protecting MEA from bodily injury and property damage, including, but not limited to all workers' compensation insurance, and errors and omissions. Certificates of such insurance acknowledging the foregoing shall be filed with MEA as soon as practicable after the Authority contracts with a contractor or subcontractor.

OTHER TERMS AND CONDITIONS

- (a) BIDDER may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristics forbidden as a basis for discrimination by applicable laws, and certifies that its

Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.

- (b) BIDDER certifies that:
 - (i) Neither BIDDER, nor any of its officials, nor any employee of BIDDER, involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the application for the Grant or this Agreement or has been convicted of bribery, or conspiracy to bribe under the laws of any state or the United States.
 - (ii) BIDDER has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for BIDDER, to solicit or secure the Grant or this Agreement, and BIDDER has not paid or agreed to pay any such entity any fee or other contingent on the making of the Grant or this Agreement.
 - (iii) BIDDER is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Licensing and Regulation, Employment Training, and has paid or arranged for the payment of all taxes due to the State.
 - (iv) BIDDER has not paid to or promised to pay any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant.

Neither BIDDER, nor any of its officials, nor any person substantially involved in the contracting or fund-raising activities of BIDDER, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations.

AUTHORIZATION AND RELATED DELIVERABLES

BIDDER shall ensure that at the time its authorized representative executes this AGREEMENT, that it has the necessary authorization to enter into this AGREEMENT, including the expressed approval of its Board of Directors. Within ten (10) business days of executing this AGREEMENT, BIDDER shall deliver to MEA copies of (1) expressed approval of the BIDDER Board of Directors to enter into this AGREEMENT, and (2) an opinion of counsel for BIDDER that BIDDER has the authority to enter into this AGREEMENT and the basis for such opinion.

DISPUTES

If a dispute arises under this AGREEMENT, each party shall appoint a representative to resolve the dispute. Both parties shall use best efforts to arrive at a final resolution of the dispute. In the event that a final resolution negotiated between party representatives

is not attainable, each party reserves any legal or equitable rights it may have under law. This Section XI shall not affect the rights and obligations of MEA and BIDDER as described in Section V.5 above.

APPLICABLE LAW

The laws of the State of Maryland shall govern this AGREEMENT, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

MERGER; MODIFICATION

This AGREEMENT embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference. This AGREEMENT may only be modified by a written amendment to the AGREEMENT, signed by both parties.

MARYLAND SAVED HARMLESS

To the extent allowed by Maryland law, the BIDDER agrees to defend, indemnify and hold MEA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket Bidders and expenses, in whatever form, arising from or related to the Grant. MEA expressly reserves the right of any immunity MEA or its employees may possess under State or federal law.

BINDING ON SUCCESSORS AND ASSIGNS

This AGREEMENT is binding on the parties and any successors and assigns of the parties.

ASSIGNMENT OR TRANSFER

BIDDER may not sell, transfer, or assign any of its obligations under this AGREEMENT, or its rights, title, or interest in this AGREEMENT, without the expressed prior written consent of MEA.

Attachment A:

Bid Price Proposal Form and Signature Sheet

Frederick County Board of Education

33 Thomas Johnson Drive
Frederick, MD 21702

Phone: 301-644-5116
Fax: 301-644-5213

BID #10-MISC-16

**Request for Proposals to
Provide Renewable Electricity Energy (Photovoltaic) Power
Purchased for and located at the Frederick County Board of
Education
Oakdale High School and/or Linganore High School
Frederick County, Maryland**

BIDDERS designated contact person who is available to answer questions from after the submission of Bid.

BIDDER: _____

Address: _____

Designated Contact Person: _____

Phone: _____

Email: _____

Cell Phone: _____

Facsimile: _____

BASE BID:

FCPS - Oakdale High School	
Generated Energy Production/Quantity of Energy	
Array Size to be installed (kW)	
Annual Maximum Energy Production/Quality of Energy Generated based on installed array (kWh/yr)	
Annual Maximum Energy Production/Quality of Energy Generated (kW of peak power)	
Annual <u>realistic projection of Energy Production/Quality of Energy Generated</u> based on installed array (kWh/yr)	
Annual <u>realistic projection of Energy Production/Quality of Energy Generated</u> based on installed array (kW of peak power)	
Price Quote excluding one-time grant payment	
Year One - April 1, 2011 to May 31, 2012 fixed kWh price per kWh generated by the PV system based on the Maximum Energy Production/Quality of Energy Generated	
Year One - April 1, 2011 to May 31, 2012 fixed kWh price per kWh generated by the PV system based on the <u>realistic projection of Energy Production/Quality of Energy Generated</u>	
Yearly price per kWh estimation rate, if any, for the period of the remaining term of the Purchase Power Agreement effective April 1, 2012	
Price Quote to include a one-time grant payment	
Amount of one-time grant payment request based on \$1,000 per kW-DC generated	

<i>Adjusted Price based on receipt of one-time grant payment for Year One - April 1, 2011 to May 31, 2012 fixed kWh price per kWh generated by the PV system based on the Maximum Energy Production/Quality of Energy Generated</i>	
<i>Adjusted Price based on receipt of one-time grant payment for Year One - April 1, 2011 to May 31, 2012 fixed kWh price per kWh generated by the PV system based on the realistic projection of Energy Production/Quality of Energy Generated</i>	
<i>Adjusted Price based on receipt of one-time grant payment for the Yearly price per kWh estimation rate, if any, for the period of the remaining term of the Purchase Power Agreement effective April 1, 2012</i>	
Power Purchase Agreement	
Term of the Purchase Power Agreement - Number of Years	
Start Date of Purchase Power Agreement	1-Apr-11
Termination Date of Purchase Power Agreement	
PV System Costs	
Bidders Cost of Solar Generation PV System Installation	
Bidders Cost of Solar Generation System Removal for Performance Bond Amount: Effective April 1, 2011	
Start Date of PV System Installation	
Completion Date of PV System Installation	
Date of certified commercial operation of power generated by the solar photovoltaic (PV) electric generating system installation	

FCPS - Linganore High School	
Generated Energy Production/Quantity of Energy	
Array Size to be installed (kW)	
Annual Maximum Energy Production/Quality of Energy Generated based on installed array (kWh/yr)	
Annual Maximum Energy Production/Quality of Energy Generated (kW of peak power)	
Annual <u>realistic projection of Energy Production/Quality of Energy Generated</u> based on installed array (kWh/yr)	
Annual <u>realistic projection of Energy Production/Quality of Energy Generated</u> based on installed array (kW of peak power)	
Price Quote excluding one-time grant payment	
Year One - April 1, 2011 to May 31, 2012 fixed kWh price per kWh generated by the PV system based on the Maximum Energy Production/Quality of Energy Generated	
Year One - April 1, 2011 to May 31, 2012 fixed kWh price per kWh generated by the PV system based on the <u>realistic projection</u> of Energy Production/Quality of Energy Generated	
Yearly price per kWh estimation rate, if any, for the period of the remaining term of the Purchase Power Agreement effective April 1, 2012	
Price Quote to include a one-time grant payment	
Amount of one-time grant payment request based on \$1,000 per kW-DC generated	
<i>Adjusted Price based on receipt of one-time grant payment</i> for Year One - April 1, 2011 to May 31, 2012 fixed kWh price per kWh generated by the PV system based on the Maximum Energy Production/Quality of Energy Generated	

<i>Adjusted Price based on receipt of one-time grant payment for Year One - April 1, 2011 to May 31, 2012 fixed kWh price per kWh generated by the PV system based on the realistic projection of Energy Production/Quality of Energy Generated</i>	
<i>Adjusted Price based on receipt of one-time grant payment for the Yearly price per kWh estimation rate, if any, for the period of the remaining term of the Purchase Power Agreement effective April 1, 2012</i>	
Power Purchase Agreement	
Term of the Purchase Power Agreement - Number of Years	
Start Date of Purchase Power Agreement	1-Apr-11
Termination Date of Purchase Power Agreement	
PV System Costs	
Bidders Cost of Solar Generation PV System Installation	
Bidders Cost of Solar Generation System Removal for Performance Bond Amount: Effective April 1, 2011	
Start Date of PV System Installation	
Completion Date of PV System Installation	
Date of certified commercial operation of power generated by the solar photovoltaic (PV) electric generating system installation	

PLEASE CHECK APPROPRIATE BOXES:

- | | |
|--|---|
| <input type="checkbox"/> Small Business | <input type="checkbox"/> Woman Owned Business |
| <input type="checkbox"/> Minority Business | Approved Minority DOT # _____ |
| <input type="checkbox"/> Individual Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Non-incorporated |

Acknowledgement of Receipt of Bid Addendum is required. List the Addendum below and include a signed copy with this sheet.

BIDDERS MUST SIGN PROPER SPACE BELOW TO VALIDATE BID: (Required)

I/We agree to furnish and deliver, in accordance with the accompanying specifications and conditions, for the prices listed on the Proposal Bid sheet and Price Form, and the items on the attached sheet(s).

Company (Print)

Signature of Authorized Representative

Name of Authorized Representative (Print)

Title

Direct Telephone Number

Federal I.D. Number

Date Submitted

BID #10-MISC-16
INSTALLATION OF PHOTOVOLTAIC PANELS AT OAKDALE AND LINGANORE HIGH SCHOOLS

STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

- requested to be completed but not required to be notarized.
 required to be completed and notarized.

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm of the organization named _____ whose address is _____ (Name of Corporation) _____ and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.
2. Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:
 - a. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
 - b. been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
 - c. been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 - d. been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;
 - e. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;
 - f. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 - g. been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
3. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

(you may attach an explanation necessary)

4. I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases

of real property, or construction.

- 5. I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Frederick County Board of Education, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

 (Witness) (Title)

SUBSCRIBED AND SWORN to before me on this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

(Legal Name of Company)

(Address)

(City) (State) (Zip)

(Telephone) (Fax)

(Print Name) (Title) (Date)

(Signature) (Title) (Date)

We are/ am licensed to do business in the State of Maryland as a:
() Corporation () Partnership () Individual () Other

BID #10-MISC-16
INSTALLATION OF PHOTOVOLTAIC PANELS AT OAKDALE AND LINGANORE HIGH SCHOOLS

MINORITY BUSINESS ENTERPRISE INFORMATION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

1. Is the company a certified Minority Business Enterprise (MBE) with documented certification from the Maryland State Department of Transportation (MDOT)? _____
If yes, provide certification number: _____

2. Is the company a registered/certified MBE by any other state or local governmental agency? If yes, provide type of certification, certifying agency, and certification number below. (Copies of certificates may be attached.)

<u>Type</u>	<u>Issuing Agency</u>	<u>Certification No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. If applicable, circle the group(s) which qualify the company as a minority business enterprise.

African-American Hispanic American-Indian Asian Women
Disabled Other: _____

[Note: MBE means any legal entity except a joint venture, that is (a) organized to engage in commercial transactions, (b) at least 51% owned and controlled by one or more individuals who are members of a group that is disadvantaged socially or economically, as noted above.]

4. Would the company be considered a Minority Business Enterprise due to the majority (51% or greater) of the board of directors/company officers being a member(s) of any of the following groups? _____ If yes, indicate by circling the group(s) to which the member(s) of the board/officers belong.

African-American Hispanic American-Indian Asian Women
Disabled Other: _____

5. If the company is not a Maryland certified MBE, please describe the plan for utilization of minority suppliers or subcontractors to accomplish any portion of the work.

Name (Please Print)

Title

Signature of Above

Date

Company



Frederick County Public Schools
Reach. Challenge. Prepare.

PLEASE RETURN TO:

FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
33 THOMAS JOHNSON DRIVE
FREDERICK, MARYLAND 21702
TELEPHONE 301-644-5219 FAX 301-644-5213

NOTICE OF "NO BID" RESPONSE

BID #10-MISC-16
INSTALLATION OF PHOTOVOLTAIC PANELS AT OAKDALE AND LINGANORE HIGH SCHOOLS

Bid Due Date: July 12, 2010 @ 2:00 p.m.

Categories: 960

Due to increased costs in maintaining an accurate and active "Bidder's List", it is necessary for the Purchasing Department to be informed of the reason(s) for a firm not bidding. If you will not be bidding on this project, please indicate below the reason(s).

Unless a responsive bid or this form is returned to us, your firm will be removed from the "Bidder's List" for this category.

Current workload prevents bidding at this time.

We do not sell the type of products/services requested.

Bid has been forwarded to our distributor; we do not sell direct.

We wish to be removed from this category.

Other: _____

Date: _____

Firm Name: _____

Address: _____

Signature: _____

Title: _____

QUESTIONS REGARDING THIS SOLICITATION SHOULD BE SUBMITTED IN WRITING TO:
MR. BILL MEEKINS, BUYER SPECIALIST AND E-MAIL: willis.meekins@fcps.org

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**MARYLAND ENERGY ADMINISTRATION
60 West Street, Suite 300
Annapolis, MD 21401**

AND

**FREDERICK COUNTY PUBLIC SCHOOLS
115 East Church Street
Frederick, MD 21701**

This Memorandum of Understanding (“MOU”) MOU is between Frederick County Public Schools (“FCPS”) and the Maryland Energy Administration (“MEA”). Each of FCPS and MEA may be referred to herein as a “party” or collectively as “parties”.

WHEREAS, clean energy plays a critical role in addressing Maryland’s energy challenges and meeting the State’s Renewable Portfolio Standard (“RPS”) and EmPOWER Maryland legislative goals;

WHEREAS, photovoltaic energy systems provide a long term hedge against rising fossil fuel energy prices;

WHEREAS, photovoltaic energy systems produce no carbon dioxide or other pollutants during their operation;

WHEREAS, distributed photovoltaic energy systems reduce transmission congestion and reduce energy demand during summer peaks;

WHEREAS, MEA has received funding through the United States Department of Energy (“DOE”) State Energy Program (“SEP”) and such funding was made available pursuant to the American Recovery and Reinvestment Act of 2009 (“ARRA”);

WHEREAS, MEA and FCPS wish to form a partnership to use a portion of MEA’s ARRA funds to provide rebates to photovoltaic energy systems hosted by FCPS; and

WHEREAS, MEA now wishes to make such ARRA funds available to FCPS subject to the terms and conditions of this MOU, to support the procurement of photovoltaic systems hosted and co-located with the FCPS;

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

I. RECITALS

The RECITALS are hereby made a part of this MOU.

II. TERM OF MOU

The term of this MOU shall be from the date on which the Director of MEA signs this MOU, until December 31, 2011, unless terminated at an earlier date by MEA pursuant to Section V of this MOU, or at an earlier date by expressed written consent of both parties.

III. SOURCE OF FUNDING

The funds to be provided FCPS by MEA pursuant to the terms and conditions of this MOU are made available through a DOE SEP grant authorized by ARRA. FCPS agrees to adhere to all terms and conditions mandated by ARRA and the associated federal regulations and guidelines, including but not limited to the requirements listed in Section VII of this MOU. Any expenditure of Grant funds that is not consistent with the purposes and restrictions stated in this Agreement or any documents expressly incorporated by reference herein, are subject to the terms set forth in Title 10 of the Code of Federal Regulations Part 600. Should any expenditure be disallowed or should FCPS violate any of the terms of this Agreement so as to cause DOE to suspend or terminate this program, the State may require repayment to the State Treasury of any expenditure of State funds for expenses incurred by the State in implementing or administering this grant, including its termination or suspension.

IV. SCOPE OF WORK

1. FCPS has identified host sites on its premises for deployment of large photovoltaic energy systems and submitted project identification forms to MEA for the sites identified in accordance with guidance provided by MEA. Initial review of selected host sites indicates that Frederick County Public Schools can host a solar photovoltaic array totaling 500 kW or more on Oakdale and Linganore High Schools.

2. Upon final review and approval of projects by MEA, FCPS shall administer a procurement process to either purchase photovoltaic energy system(s), or contract for electricity from co-located photovoltaic energy system(s) through a long term power purchase agreement of not less than 15 years in length and preferably 20 years or more in length. Specific tasks for the procurement process include but are not limited to the following items:

- a: Develop an appropriate method of contracting for the installation of photovoltaic energy system(s), such as a request for proposals ("RFP"), either through direct purchase of system(s) or through a power purchase agreement. Bridging to an existing contract is considered an appropriate method as long as it is conducted in full compliance with applicable state and local procurement rules and regulations and ARRA requirements referenced in Section VII.
- b: Provide in a timely manner engineering drawings, access to host sites, and other information necessary for potential project developers to create proposals.
- c: Evaluate bids received and select a winning bidder provided response(s) meet minimum cost and performance criteria.

3. FCPS shall execute by August 27, 2010, either a purchase order for photovoltaic energy system(s) or a financeable long term power purchase agreement for the energy generated by the hosted solar photovoltaic energy system(s).

4. In the event that FCPS does not retire Solar Renewable Energy Credits ("SRECS") to meet sustainability goals, FCPS or its solar contractor may offer the SRECs for sale so long as they are offered for sale in Maryland if they are also offered for sale to entities outside of Maryland. The terms of any offer of sale of SRECs to Maryland entities must be no less favorable than those offered to non-Maryland entities. In the event FCPS or its solar contractor offers SRECs for sale, SRECs shall be offered for sale to Maryland entities for the duration of no less than one week, and such one week period shall be extended to provide a reasonable period of negotiation if a Maryland entity expresses interest in purchasing the SRECs during the initial one week period.

5. FCPS shall require certification of commercial operation of the solar photovoltaic system(s) by April 1, 2011.

6. FCPS shall ensure that project(s) comply with all requirements of ARRA and associated federal regulations pertaining to the funding with, use of, restrictions on, and tracking of, ARRA monies, and all State and local laws and regulations.

7. FCPS shall provide status reports detailing progress on a monthly basis, and report on ARRA and DOE metrics as outlined in Section VI.

V. FUNDING; DISBURSEMENT AND RECAPTURE

1. During the term of this MOU, MEA shall provide funds to FCPS in the amount of \$1,000 per kW-DC of solar capacity installed up to five hundred thousand dollars [(\$500,000)] to install solar photovoltaic systems at Linganore and Oakdale High Schools.

2. Upon execution of this MOU, MEA will reserve the funds outlined in Section V.1 and will transfer funds in the amount of \$1,000 per kW-DC to FCPS upon successful execution of either a financeable power purchase agreement between FCPS and a solar developer, or the commissioning of a solar photovoltaic system that FCPS owns and operates.

3. For solar photovoltaic systems developed under a power purchase agreement FCPS shall execute a grant agreement with chosen solar energy developer/service provider stating terms for the transfer of grant funds from FCPS to renewable energy service provider upon commercial operation of solar photovoltaic system(s). This grant agreement shall be contained in a document separate from the power purchase agreement. The equipment rebate provided to the solar energy developer/service provider must correspond to the actual solar photovoltaic capacity installed and must be calculated based on the \$/kW rate stated in Section V.1 of this document. The grant agreement between FCPS and solar energy developer must incorporate ARRA provisions as outlined in Section VII below and detailed in Attachment A: ARRA-Addendum Special Terms and Conditions for ARRA SEP Projects.

4. In the event that actual photovoltaic capacity installed is less than the amount anticipated, the equipment rebate award will be adjusted to match the actual photovoltaic capacity installed and any funds transferred by MEA to FCPS in excess of this amount shall be returned to MEA within thirty (30) days after commercial operation of the system if not sooner.

5. In the event that the terms of the power purchase agreement cannot be fulfilled either by the renewable energy service provider or by FCPS by April 1, 2011 FCPS agrees to return the equipment rebate funds to MEA.

6. If MEA in its sole discretion, concludes that FCPS has failed to make progress towards meeting the milestones listed in Section IV of this MOU, MEA shall notify FCPS that FCPS is not meeting such milestones and shall give FCPS thirty (30) days to provide evidence to

MEA that adequate progress toward the milestones is being made. If the thirty (30) day period expires, MEA, in its sole discretion, concludes that FCPS still has not provided adequate evidence that it is making progress towards meeting such milestones, MEA reserves the right to terminate this MOU if it determines that such termination is in the best interest of MEA. MEA shall pay all reasonable costs associated with this MOU that FCPS has incurred up to the date of termination and all reasonable costs associated with termination of this MOU. However, FCPS shall not be reimbursed for any anticipatory costs or expenses that have not been incurred up to the date of termination.

VI. REPORTING AND INVOICING REQUIREMENTS

1. Project Sunburst reports (“Reports”) and invoices (“Invoices”) shall be submitted by FCPS to MEA on a monthly basis. Reports and Invoices are due to MEA by the 5th day of the month following the previous month’s reporting period. Reports and Invoices shall be sent to MEA at the following address:

**Maryland Energy Administration
Attn: Project Sunburst – Progress Report/Invoice
60 West Street, Suite 300
Annapolis, MD 21401**

MEA reserves the right to require Reports to be submitted in the future, in whole or in part, through an electronic submission system.

2. Reports must be submitted to MEA using Attachment D: Project Sunburst Report form.

3. Invoices must be submitted to MEA on FCPS letter head and must contain the following information: MEA Grant number, federal tax identification number, contact information, and invoice supporting documentation. Invoice supporting documentation includes, but is not limited to, copies of receipts and vendor invoices, as appropriate.

4. Invoices submitted to MEA under the Project Sunburst program must be itemized by the following budget categories: equipment, labor, materials. For equipment and material purchases, documentation must be attached outlining the specific purchases made using grant funds including, but not limited to: product name, model number, and serial number. For labor expenditures, please provide a breakdown of labor costs including, but not limited to: labor category description, hourly wage, and number of hours worked per labor category during each reporting period.

5. Project reporting and invoicing shall begin the month that the Agreement receives final signature by MEA’s director, or designee signatory for MEA, and continue until all project funds are disbursed or the MOU is terminated.

6. For monitoring and evaluation purposes, FCPS shall make available to MEA, or its agents, all reports, activities logs, work sites, timelines, estimated and actual energy generation, or other information related to activities performed under the MOU at any reasonable time during the MOU term.

7. FCPS shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least three (3) years after the date of this Agreement. MEA, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence on request, at any reasonable time within the retention period.

VII. COMPLIANCE WITH ARRA AND ASSOCIATED REGULATIONS

1. The funds to be provided FCPS by MEA pursuant to the terms and conditions of this MOU are made available through ARRA. FCPS shall comply with all requirements of ARRA and the associated federal regulations and guidelines associated with receiving funds made available in whole or in part by ARRA. FCPS agrees to abide by the special ARRA-mandated terms and conditions contained in the ARRA Addendum attached hereto, the entire contents of which are expressly incorporated by reference into this MOU.

2. **National Environmental Policy Act (“NEPA”)** The Department of Energy (“DOE”) has provided a conditional exclusion from NEPA for ARRA SEP grants for the development, implementation, and installation of solar electricity/photovoltaic systems that are appropriately sized for existing rooftops and parking shade structures; or 60 KW and smaller installed on the ground within the boundaries of an existing facility. For ground-mounted projects above 60 KW, DOE has provided an SEP ARRA Environmental Questionnaire available on MEA’s website which must be completed, reviewed, and approved by DOE. No ground-mounted Sunburst projects above 60 KW can begin construction until an Environmental Questionnaire has been completed and DOE has determined that no additional NEPA review is required.

3. **State Historic Preservation Office Review** Upon execution of this agreement, FCPS shall complete Attachment B: Maryland Historical Trust Project Review Form for each facility that may host a solar photovoltaic system and submit these forms to MEA. MEA will then work with the Maryland Historical Trust to ensure that the proposed project(s) will not have an adverse effect on any historic properties. No Sunburst projects can begin construction activities until the Maryland Historical Trust determines that the proposed project will have no adverse effect on historic properties.

4. **Davis-Bacon Certified Payrolls** FCPS shall ensure that all contractors and subcontractors it hires create Davis-Bacon certified payrolls in accordance with the terms and conditions listed in Attachment A: ARRA Addendum – Special Terms and Conditions for ARRA-Funded SEP Grants, for all construction activities occurring on projects funded in whole or in part by Sunburst. Certified payrolls must be collected from contractors and subcontractors by FCPS and forwarded to MEA at the conclusion of each payroll week. Paper copies of certified payroll records must be sent to MEA. Electronic copies are not acceptable. Certified payroll records should be sent to the following address:

**Maryland Energy Administration
Attn: Project Sunburst - Certified Payroll
60 West Street, Suite 300
Annapolis, MD 21401**

5. **Buy American** Project Sunburst equipment rebates are being used to fund projects on a “public building” or “public work”, as defined in Attachment A: ARRA Addendum - Special Terms and Conditions for ARRA-Funded SEP Grants. These projects are required to comply with the Buy American Act which requires that all iron, steel, and manufactured goods used in Sunburst projects are produced in the United States. See Attachment A for more information.

VIII. RETENTION OF RECORDS - AUDITS

Upon prior notification, MEA shall have the right, during normal business hours, to examine and audit all records of FCPS that MEA deems necessary or advisable in order to verify

compliance by FCPS with the terms and conditions of this MOU and expenditures for which reimbursement is requested, including any and all records in the possession, custody or control of FCPS. FCPS shall retain and maintain all records and documents relating to this MOU and for a period of three years following the commissioning of solar photovoltaic system(s) or any applicable statute of limitations, whichever is longer. FCPS shall promptly grant access to its facilities to authorized state agency representative(s) for review of documents, information and interviews of company personnel. FCPS will provide to the State (including MEA) upon request copies of any invoices, records, timesheets, work logs, contracts, or any other documents or information needed in order for the State to comply with all applicable State or federal reporting and audit requirements.

IX. INSURANCE

The Authority shall include in all of its contracts and subcontracts for work performed under the MOU a provision or provisions requiring all contractors and subcontractors to purchase and maintain comprehensive third-party legal liability insurance and other such insurance as is appropriate for the services to be performed under this MOU. All insurance provided by contractors and subcontractors must name MEA as an additional insured, and shall include, but not be limited to, insurance protecting MEA from bodily injury and property damage, including, but not limited to all workers' compensation insurance, and errors and omissions. Certificates of such insurance acknowledging the foregoing shall be filed with MEA as soon as practicable after the Authority contracts with a contractor or subcontractor.

X. OTHER TERMS AND CONDITIONS

- (a) FCPS may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristics forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair Practices.
- (b) FCPS certifies that:
 - (i) Neither FCPS, nor any of its officials, nor any employee of FCPS, involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the application for the Grant or this Agreement or has been convicted of bribery, or conspiracy to bribe under the laws of any state or the United States.
 - (ii) FCPS has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for FCPS, to solicit or secure the Grant or this Agreement, and FCPS has not paid or agreed to pay any such entity any fee or other contingent on the making of the Grant or this Agreement.
 - (iii) FCPS is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good

- (iv) FCPS has not paid to or promised to pay any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant.

Neither FCPS, nor any of its officials, nor any person substantially involved in the contracting or fund-raising activities of FCPS, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under Regulation 21.08.04.04 of the Code of Maryland Regulations.

XI. AUTHORIZATION AND RELATED DELIVERABLES

FCPS shall ensure that at the time its authorized representative executes this MOU, that it has the necessary authorization to enter into this MOU, including the expressed approval of its Board of Directors. Within ten (10) business days of executing this MOU, FCPS shall deliver to MEA copies of (1) expressed approval of the FCPS Board of Directors to enter into this MOU, and (2) an opinion of counsel for FCPS that FCPS has the authority to enter into this MOU and the basis for such opinion.

XII. DISPUTES

If a dispute arises under this MOU, each party shall appoint a representative to resolve the dispute. Both parties shall use best efforts to arrive at a final resolution of the dispute. In the event that a final resolution negotiated between party representatives is not attainable, each party reserves any legal or equitable rights it may have under law. This Section XI shall not affect the rights and obligations of MEA and FCPS as described in Section V.5 above.

XIII. APPLICABLE LAW

The laws of the State of Maryland shall govern this MOU, and the parties hereby expressly agree that the courts of the State of Maryland shall have exclusive jurisdiction to decide any question arising hereunder.

XIV. MERGER; MODIFICATION

This MOU embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference. This MOU may only be modified by a written amendment to the MOU, signed by both parties.

XV. MARYLAND SAVED HARMLESS

To the extent allowed by Maryland law, the FCPS agrees to defend, indemnify and hold MEA harmless from and against any and all damages, claims, lawsuits, actions, and reasonable out-of-pocket costs and expenses, in whatever form, arising from or related to the Grant. MEA expressly reserves the right of any immunity MEA or its employees may possess under State or federal law.

XVI. PARTY REPRESENTATIVES

The following individuals shall have the authority to act under, and shall be the designated contacts for any notices sent pursuant to, this MOU, subject to all necessary approvals:

FCPS:

Name of Contact
Title of Contact
Frederick County Public Schools
phone

MEA:

Malcolm Woolf
Director
Maryland Energy Administration
410-260-7511

Or Designee

XVII. MOU BINDING ON SUCCESSORS AND ASSIGNS

This MOU is binding on the parties and any successors and assigns of the parties.

XVIII. ASSIGNMENT OR TRANSFER

FCPS may not sell, transfer, or assign any of its obligations under this MOU, or its rights, title, or interest in this MOU, without the expressed prior written consent of MEA.

IN WITNESS WHEREOF, this MOU represents the full intent and interest of the parties hereto as evidenced by their respective signatures affixed below as of the day and year written.

ATTEST: STATE OF MARYLAND

BY: _____
Malcolm D. Woolf, Director, MEA

DATE

Approved for Form and Legal Sufficiency
this _____ day of _____, 2010.

Assistant Attorney General
Maryland Energy Administration

BY: _____
XXXXXX, FCPS

DATE

ATTACHMENT A

ARRA – Addendum Special Terms and Conditions for ARRA SEP Projects

These Special Terms and Conditions are expressly incorporated by reference into the Memorandum of Understanding (MOU) between the Maryland Energy Administration (MEA) and the Grantee (hereinafter referred to as the “Grantee” or the “Recipient”). The Grantee agrees to abide by all terms and conditions contained herein, as well as any applicable federal and State laws and regulations.

Funds provided to the Grantee by MEA through the Grant Agreement are subject to the provisions of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (ARRA or Recovery Act), federal regulations and ARRA implementing guidance from the federal government and the MEA, as may be revised and updated from time to time (collectively “ARRA Requirements”).

The Recipient agrees that it will comply with all applicable ARRA Requirements, including modifications or additional requirements that may be imposed by law, future guidance and clarifications of ARRA Requirements.

The Recipient agrees that to the extent ARRA Requirements conflict with State requirements, the ARRA Requirements shall control.

The Recipient agrees that if it or one of its contractors or subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, MEA may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to MEA under all applicable State and federal laws.

1. Recovery Act Information

The American Recovery and Reinvestment Act of 2009, Public Law 111-5 (ARRA or Recovery Act), was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in the Recovery Act itself and as discussed below. The Recipient should begin planning activities for its contractors and subcontractors, including having them obtain a Dun & Bradstreet DUNS number (or updating their existing DUNS record) (see below for more information), and registering with the federal government’s Central Contractor Registration (CCR) if applicable.

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, the Recipient must ensure that it and its contractors and subcontractors keep separate records for Recovery Act funds, and ensure those records comply with the requirements of the Recovery Act.

The Federal Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific final procedural requirements for the new reporting requirements. The Recipient will be provided or otherwise made aware of these details as they become available. The Recipient must comply with all requirements of the Recovery Act. If the Recipient believes there is any inconsistency between ARRA Requirements and other terms and conditions contained in the MOU, the issues are to be referred to the MEA for reconciliation.

2. Definitions

For purposes of this clause, “Covered Funds” means funds expended or obligated from appropriations under the Recovery Act. Covered Funds will have special accounting codes and will be identified as Recovery Act funds.

Covered Funds must be disbursed by September 30, 2015.

“Non-Federal employer” means any employer with respect to Covered Funds – the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor, subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

3. Segregation of Costs

The Recipient must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects.

4. Restrictions of Use of Funds

None of the funds provided to the Grantee by MEA through the Grant Agreement that are derived from ARRA may be used by any State or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

5. Access to Records and Interviews

The Recipient agrees that with respect to each financial assistance agreement awarded utilizing at least some of the funds appropriated or otherwise made available by the Recovery Act, that the United States Inspector General or any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or the United States Comptroller General is authorized – (1) to examine any records of the Recipient or its contractors, any of its subcontractors, or any State or local agency administering such award that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and (2) to interview the Recipient or any officer or employee of its contractors or their subcontractors, or any State or local agency administering such award, regarding such transactions. Nothing in this Paragraph shall be interpreted to limit or restrict in any way any existing authority of the United States Comptroller General. The Recipient shall include in all of its agreements with contractors and subcontractors who are performing work funded in whole or in part with ARRA funds pursuant to this award, and shall require all subcontractors to include with lower tier subcontractors, the language provided in this Paragraph.

6. Whistleblower Protection

The Recipient and its contractors and subcontractors agree to abide by the requirements of Section 1553 of the Recovery Act, which are summarized below. They include, but are not limited to:

A. **Prohibition on Reprisals:** An employee of any non-Federal employer receiving covered funds under ARRA may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee’s duties, to the federal Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct), a court or grand jury, the head of a Federal agency, or their representatives, information that the employee believes is evidence of:

- Gross mismanagement of an agency contract or grant relating to ARRA funds;
- A gross waste of ARRA funds;
- A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
- An abuse of authority related to the implementation or use of ARRA funds; or
- A violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to ARRA funds.

B. Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

C. **Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration:**

Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

D. **Requirement to Post Notice of Rights and Remedies:** The Recipient (if it has employees), and any contractor or subcontractor employer receiving Covered Funds under ARRA shall post notice of the rights and remedies as required therein, including Recovery Act section 1553.

More information related to ARRA Whistleblower Protection requirements, including a downloadable poster, can be found at <http://www.oig.dol.gov/recovery/arrawhistleblowers.htm>.

7. **False Claims Act**

The Recipient and any of its contractors and subcontractors shall promptly refer to the United States Department of Energy or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

8. **Information in Support of Recovery Act Reporting**

The Recipient may be required to submit backup documentation for expenditures of funds under the Recovery Act including such items as timecards and invoices. The Recipient shall provide copies of backup documentation at the request of the MEA or its designees.

9. **Reporting and Registration Requirements**

The Recipient shall adhere to the following reporting requirements in addition to any other reporting requirements listed herein, in the Grant Agreement or any of its attachments, or otherwise made known to the Recipient by the MEA:

- (a) This award requires the Recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award.
Information from these reports will be made available to the public.
- (b) The reports are due to MEA no later than the fifth (5th) calendar day of each month, for the previous month's reporting data, in which the Recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) The Recipient and its contractors must maintain current registrations in the federal government's Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The Recipient shall report to MEA no later than the fifth (5th) calendar day of each month, for the previous month's reporting data, the following information, as well as any changes, amendments or modifications to such reporting data.

- Recipient's legal name, address and any "doing-business-as" (DBA) name;
- Recipient's congressional district (can be found at <http://www.house.gov/zip/ZIP2Rep.html>);
- Amount of the Recipient's funding from MEA;
- Location of project (if different from Recipient's legal address);
- All contractor and subcontractor names, addresses and DUNS numbers;
- A description of the contractors and subcontractors services.
- Jobs created and jobs retained through the use of the ARRA funds.
- The following specific project information (to be completed for each project and for each contractor and subcontractor working on a project):

- Contact Person
- Alternate Contact Person
- Street Address
- City, State, Zip Code
- Phone, Fax and E-mail
- Federal ID#
- Congressional District
- County
- MBE
- MBE Goal
- MBE Commitment Amount
- Target Energy Saved
- Actual Energy Saved
- Energy Saved in BTUs
- Cumulative Hours Worked by Project Employees
- Number of Hours in Full-Time Employee Schedule
- Jobs Retained (designate full-time and part-time)
- Jobs Created (designate full-time and part-time)
- Description of Jobs Retained and Jobs Created
- Leveraged Funds Amount
- Origin of Leveraged Funds

- Project start and end dates.
- Amount of grant encumbered and spent.
- Greenhouse gas reductions (CO2 lbs./CH4 lbs./N2O lbs.).
- Low and moderate income participation (and number of participants).
- Any additional achievements or miscellaneous notes.

10. Buy American Requirements

[This Paragraph is only applicable if the Recovery Act funds are being used by the Recipient for the construction, alteration, maintenance or repair (including painting and decorating) of a public building or

(a) Definitions. As used in this award term and condition--

(1) Manufactured good means a good brought to the construction site for incorporation into the building or work that has been--

- (i) Processed into a specific form and shape; or
- (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) Domestic preference. (1) This term and condition implements Section 1605 of the Recovery Act, by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition. (2) This requirement does not apply to the material listed by the Federal Government as follows: **To Be Determined**

(3) The United States Department of Energy (DOE) may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that--

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act. (1)(i) Any Recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including--

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.
 - (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
 - (iv) Any Recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Recipient does not submit a satisfactory explanation, the DOE award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the DOE award official will

amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the DOE award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the Recovery Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Items Cost Comparison

Description	Unit of measure	Quantity	Cost (dollars)*
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Item 1:

Foreign steel, iron, or manufactured good _____

Domestic steel, iron, or manufactured good _____

Item 2:

Foreign steel, iron, or manufactured good _____

Domestic steel, iron, or manufactured good _____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site.]

11. Prevailing Wage Requirements (Davis-Bacon Act)

[This Paragraph is only applicable if the Recipient is a commercial business or industrial business, a government entity or an organization, and if the Recipient's project using any Recovery Act monies will involve construction, alteration, maintenance, or repair (including painting and decorating) valued at over \$2,000.]

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. **Prevailing wage rates may be found at <http://www.gpo.gov/davisbacon/allstates.html>.** Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct Recipients concerning application of the standard Davis-Bacon contract clauses set forth in that section. **Recipients of Recovery Act monies shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts with contractors (and in subsequent contracts with sub contractors) that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating). These contractual requirements are also listed below in Paragraph 12 of these Special Terms and Conditions.**

(b) For additional guidance on the wage rate requirements of section 1606, contact the MEA. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

12. Davis-Bacon Act Requirements

[This Paragraph is only applicable if the Recipient is a commercial business or industrial business, a government entity or an organization, and if the Recipient's project using any Recovery Act monies will involve construction, alteration, maintenance, or repair (including painting and decorating) valued at over

with a contractor or sub contractor for work on any project valued in excess of \$2,000.]

Note: Where necessary to make the context of these articles applicable to this award, the term "Contractor" shall mean "Recipient" and the term "Subcontractor" shall mean "Subrecipient or Subcontractor" per the following definitions.

Recipient means the organization, individual, or other entity that receives an award from MEA and is financially accountable for the use of any MEA funds or property provided for the performance of the project, and is legally responsible for carrying out the terms and conditions of the award.

Subrecipient means the legal entity to which a subaward is made and which is accountable to the Recipient for the use of the funds provided. The term may include foreign or international organizations (such as agencies of the United Nations).

Davis-Bacon Act Required Provisions for Contracts

(a) Definition.--"Site of the work"---

(1) Means--

- (i) The primary site of the work. The physical place or places where the construction called for in the award will remain when work on it is completed; and
- (ii) The secondary site of the work, if any. Any other site where a significant portion of the building or work is constructed, provided that such site is--
 - (A) Located in the United States; and
 - (B) Established specifically for the performance of the award or project;

(2) Except as provided in paragraph (3) of this definition, includes any fabrication plants, mobile factories, batch plants, borrow pits, job headquarters, tool yards, etc., provided--

- (i) They are dedicated exclusively, or nearly so, to performance of the award or project; and
- (ii) They are adjacent or virtually adjacent to the "primary site of the work" as defined in paragraph (a)(1)(i), or the "secondary site of the work" as defined in paragraph (a)(1)(ii) of this definition;

(3) Does not include permanent home offices, branch plant establishments, fabrication plants, or tool yards of a Contractor or subcontractor whose locations and continuance in operation are determined wholly without regard to a particular Federal award or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, yards, etc., of a commercial or material supplier which are established by a supplier of materials for the project before opening of bids and not on the Project site, are not included in the "site of the work." Such permanent, previously established facilities are not a part of the "site of the work" even if the operations for a period of time may be dedicated exclusively or nearly so, to the performance of an award.

(b) (1) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, or as may be incorporated for a secondary site of the work, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Any wage determination incorporated for a secondary site of the work shall be effective from the first day on which work under the award was performed at that site and shall be incorporated without any adjustment in award price or estimated cost. Laborers employed by the construction Contractor or construction subcontractor that are transporting portions of the building or work between the secondary site of the work and the primary site of the work shall be paid in accordance with the wage determination applicable to the primary site of the work.

(2) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (e) of this article; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period.

(3) Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage

determination for the classification of work actually performed, without regard to skill, except as provided in the article entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. (4) The wage determination (including any additional classifications and wage rates conformed under paragraph (c) of this article) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(c) (1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the award shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the:

Wage and Hour Division
Employment Standards Administration
U.S. Department of Labor
Washington, DC 20210

The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (c)(2) and (c)(3) of this article shall be paid to all workers performing work in the classification under this award from the first day on which work is performed in the classification.

(d) Whenever the minimum wage rate prescribed in the award for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(e) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

Rates of Wages

The minimum wages to be paid laborers and mechanics under this award involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are included as an attachment to this award. These wage rates are minimum rates and are not intended to represent the actual wage rates that the Contractor may have to pay.

Payrolls and Basic Records

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the article entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any award work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this article. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the –

Superintendent of Documents
U.S. Government Printing Office
Washington, DC 20402

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the award and shall certify --

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this article and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the award during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the award.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this article.

(4) The falsification of any of the certifications in this article may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this article available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

Withholding of Funds

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this award or any other Federal award with the same Prime Contractor, or any other federally assisted award subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the award. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the award, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

The Recipient shall, upon its own action or upon written request of the DOE Contracting Officer or an authorized representative of the Department of Labor, withhold or cause to be withheld from any Subrecipient or Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Subrecipient or Contractor the full amount of wages required by the Subaward or Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Subaward or Contract, the Recipient may, after written notice to the Subrecipient or Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased or the Government may cause the suspension of any further payment under any other contract or Federal award with the same Subrecipient or Contractor, on any other federally assisted Award subject to Davis-Bacon prevailing wage requirements, which is held by the same Subrecipient or Contractor.

Apprentices and Trainees

(a) Apprentices.

(1) An apprentice will be permitted to work at less than the predetermined rate for the work they performed when they are employed--

(i) Pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

(ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.

(3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this article, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

(5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees.

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for

the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS.

(2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.

(3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this article shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

Compliance with Copeland Act Requirements

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this award.

Subcontracts (Labor Standards)

- (a) Definition. "Construction, alteration or repair," as used in this article means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation--
- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
 - (2) Painting and decorating;
 - (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
 - (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the "site of the work" as defined in the article entitled Davis Bacon Act of this award, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the "site of work" definition; and
 - (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the "site of the work" definition in paragraph (a)(1)(ii) of the Davis-Bacon Act article, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the Davis Bacon Act article, in the "site of the work" definition).
- (b) The Contractor or subcontractor shall insert in any subcontracts for construction, alterations and repairs within the United States the articles entitled--
- (1) Davis-Bacon Act;
 - (2) Contract Work Hours and Safety Standards Act -- Overtime Compensation (if the article is included in this award);
 - (3) Apprentices and Trainees;
 - (4) Payrolls and Basic Records;
 - (5) Compliance with Copeland Act Requirements;
 - (6) Withholding of Funds;
 - (7) Subcontracts (Labor Standards);
 - (8) Contract Termination -- Debarment;
 - (9) Disputes Concerning Labor Standards;
 - (10) Compliance with Davis-Bacon and Related Act Regulations; and
 - (11) Certification of Eligibility.

(c) The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the award articles cited in paragraph (b).

(d)(1) Within 14 days after issuance of the award, the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgment that the articles set forth in paragraph (b) of this article have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(e) The Contractor shall insert the substance of this article, including this paragraph (e) in all subcontracts for construction within the United States.

Contract Termination -- Debarment

A breach of the award articles entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act -- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the whole award or in part for the Recovery Act covered work only, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

Compliance with Davis-Bacon and Related Act Regulations

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this award.

Disputes Concerning Labor Standards

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and shall not be subject to any other dispute provision that may be contained in the Award, Subaward, and Contract. Disputes within the meaning of this Term include disputes between the Recipient, Subrecipient (including any Contractor) and the Department of Energy, the U.S. Department of Labor, or the employees or their representatives.

Certification of Eligibility

(a) By entering into this award, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government awards by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this award shall be subcontracted to any person or firm ineligible for award of a Government award by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Approval of Wage Rates

All straight time wage rates, and overtime rates based thereon, for laborers and mechanics engaged in work under this award must be submitted for approval in writing by the head of the contracting activity or a representative expressly designated for this purpose, if the straight time wages exceed the rates for corresponding classifications contained in the applicable Davis-Bacon Act minimum wage determination included in the award. Any amount paid by the Contractor to any laborer or mechanic in excess of the agency approved wage rate shall be at the expense of the Contractor and shall not be reimbursed by the Government. If the Government refuses to authorize the use of the overtime, the Contractor is not released from the obligation to pay employees at the required overtime rates for any overtime actually worked.

13. Required Use of Maryland Workforce Exchange

This funding is made possible in whole or in part by federal ARRA monies. To as quickly as possible help achieve the hiring of individuals into jobs that are ARRA-funded in whole or in part, the Recipient and any of its contractors and subcontractors shall:

- A. Post all jobs which are to be newly filled, whether for an entirely new job or for an existing job that is currently vacant, on the Maryland Workforce Exchange website of the Maryland Department of Labor, Licensing and Regulation. The link to the applicable website is: <https://mwe.dlr.state.md.us/default.asp?SessionUID=a>. Posting shall be done after funding is made available to the Recipient pursuant to this award, as part of "start-up" procedures to fulfill the requirements of this award.
- B. Continue to post for the duration of this Agreement, on the Maryland Workforce Exchange new jobs that are created to perform under this award, and existing jobs that are filled as a result of turnover of existing employees that fully or substantially work under this award.
- C. Stipulate the requirements for posting job openings with the Maryland Workforce Exchange, as per clauses A and B of this Paragraph, as requirements for any sub recipient(s) the Recipient uses in the fulfillment of this award.

The requirements to post ARRA-funded job openings on the Maryland Workforce Exchange, as per clauses A, B and C of this Paragraph, are not meant to be the exclusive means for the Recipient or any sub recipients to hire employees. The Recipient or any of its contractors or subcontractors may use any other means of job advertising and recruitment, in addition to the use of the Maryland Workforce Exchange.

14. Historic Preservation

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with the United States Department of Energy's (DOE) 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the Recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to DOE by submitting all correspondence with the SHPO/THPO to MEA.

15. Lobbying Restrictions

By accepting funds, the Recipient agrees that none of the funds obligated shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

16. Notice Regarding the Purchase of American-Made Equipment and Products –Sense of Congress

It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

17. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent

to the effective date of this Agreement.

18. Federal, State and Municipal Requirements

The Recipient must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

19. Intellectual Property Provisions and Contact Information

The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Agreement Face Page. A list of all intellectual property provisions may be found at http://www.gc.doe.gov/financial_assistance_awards.htm.

Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at

[http://www.gc.doe.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf).

20. Statement of Federal Stewardship

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

21. Site Visits

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

ATTACHMENT B



PROJECT REVIEW FORM

Request for Comments from the Maryland Historical Trust/
MDSHPO on State and Federal Undertakings

MHT USE ONLY	
Date Received:	Log Number:

Section A: General Project Information **Submit hard copy of form and all attachments to:** Print Form
Beth Cole, MHT, 100 Community Place, Crownsville, MD 21032

Project Name County

This is a new submittal OR This is additional information related Project Log Number:

Section B: Primary Contact Information

Contact Name Company/Agency

Mailing Address

City State Zip

Email Phone Number Ext.

Section C: Description of Undertaking

Location - Attach a map, preferably a section of a USGS quad, showing the location and boundaries of the project

Address City/Vicinity

List all federal and state agencies / programs (funding, permits, licenses) involved in this project (e.g. Bond Bill Loan of 2009, Chapter #; Transportation Enhancement Grant; HUD/CDBG; MDE/COE permit; etc.).	Agency Type	Agency/Program/Permit Name	Project/Permit/Tracking Number (if applicable)
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		
	<input type="text"/>		

Proposed Work - Attach project description, scope of work, site plans / drawings

This project includes (check all applicable): New Construction Demolition Remodeling/Rehabilitation

This project involves: State or Federal Rehabilitation Tax Credits

Properties subject to an easement held by MHT, MET, or another entity

Section D: Identification of Historic Properties

This project involves: Properties designated as historic by a local government, listed in the National Register, or included in Maryland Inventory of Historic Properties

Property/District Name

The subject property has has not been the subject of previous archeological, architectural, or historical investigations.

Please describe

Attachments Map Project Description/Scope of Work Site Plans/Drawings

Photographs - Attach prints or digital photographs showing the project site including images of all buildings and structures, preferably keyed to a site plan

Conditions - Attach a brief description of past and present conditions of the project area (wooded, mined, developed, agricultural uses, etc) including construction dates of buildings, if known.

MHT Determination	MHT Reviewer: _____	Date: _____
<input type="checkbox"/> There are NO HISTORIC PROPERTIES in the area of potential effect	<input type="checkbox"/> The project will have NO ADVERSE EFFECT WITH CONDITIONS	
<input type="checkbox"/> The project will have NO EFFECT on historic properties	<input type="checkbox"/> MHT REQUESTS ADDITIONAL INFORMATION	
<input type="checkbox"/> The project will have NO ADVERSE EFFECT on historic properties	<input type="checkbox"/> The project will have ADVERSE EFFECTS on historic properties	

ATTACHMENT C

MARYLAND ENERGY ADMINISTRATION

Sunburst Project Approval Form

The _____ has been approved to commence with the Sunburst project described in the Scope of Work below. The project has been determined to comply with the following requirements of the Sunburst Program:

- Review by MEA to confirm that the proposed project is eligible to receive Sunburst funds.
- Review and determination by the Maryland Historical Trust (Trust) that the proposed project will have “no adverse effect” on any historic property.
- Review by Department of Energy that no further NEPA review is necessary if project involves ground-mounted system greater than 60 KW.

SCOPE OF WORK

REQUIRED ARRA REPORTING METRICS (as indicated below)

- Jobs (in FTE)
- Energy cost savings (\$)
- Renewable Energy Capacity and Generation
- Emissions reductions

Approved by:

_____ Date: _____

Mike Hartley
Clean Energy Program Manager
Maryland Energy Administration

ATTACHMENT D

PROJECT SUNBURST Monthly Report

Instructions: Please complete and forward the PROJECT SUNBURST Monthly Report to MEA by the 5th day of the month following the prior month's reporting period.

Example: Submit the monthly report to MEA by October 5, 2010 for the September 2010 reporting period.

1. Local Government Name and Address:	2. Name/ Title/Phone Number of Report Submitter:
3. Congressional District:	
4. Address of Project (if different than the address shown above)	
5. Reporting Period Month: _____ Year: _____ Is this the final PROJECT SUNBURST monthly report? <input type="checkbox"/> Yes <input type="checkbox"/> No	
6. MEA Grant Number:	7. Local Government Invoice Number (if invoices are being submitted to MEA for payment):
8. Federal Tax Identification Number:	
9. Expenditures Please indicate the amount of PROJECT SUNBURST grant funds spent during a) the reporting period and b) over the course of the project to date.	
a. \$ Spent during Reporting Period	
b. Total Project Expenditures (\$)	
10. Project Status Update	

a. Provide a brief narrative of project milestones and/or accomplishments achieved during the reporting period. Please indicate if any specific energy measure(s) were placed into service during the reporting period.

b. Were any obstacles encountered during the reporting period? If so, please explain.

11. ARRA Reporting Metrics:

Please enter N/A for any reporting metric that does not apply to your specific project.

a. Job Creation

Job creation numbers must be reported in Full-Time Equivalents (FTE). FTE can be calculated by dividing the total number of hours worked in a month by the total hours available in a full-time schedule.

i. Jobs created through non-Federal funds (FTE)

ii. Jobs created through Recovery Act funds (FTE)

b. Energy Cost Savings (\$ saved per month due to project)

c. Renewable Energy Capacity and Generation

i. Amount of electricity generated by photovoltaic systems (KWH)

iv. Installed photovoltaic system capacity (KW-DC)

d. Emission Reductions

i. Criteria air pollutants reduced (tons)

ii. Greenhouse Gas reduced (CO2 equivalents)