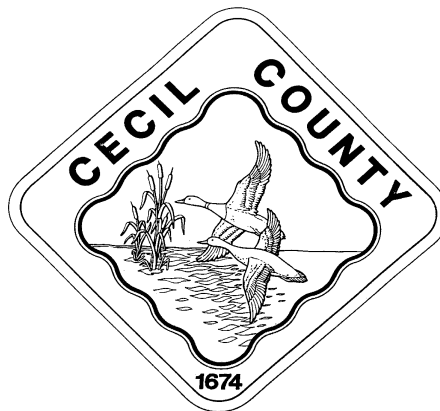


CECIL COUNTY GOVERNMENT
FACILITIES MANAGEMENT

REQUEST FOR PROPOSAL
RFP 12-12

REQUEST FOR PROPOSAL:
DESIGN AND INSTALLATION OF A
SOLAR PHOTOVOLTAIC SYSTEM FOR CECIL
COUNTY ADMINISTRATIVE BUILDING
COMPLEX WAREHOUSE

DRAFT



Cecil County Government

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I. PURPOSE:

The Cecil County Government (County) is requesting proposals for the “Design and Installation of a 10-KW grid tied, roof-mounted solar photovoltaic (PV) system for the Cecil County Administration Building Complex/Warehouse, as specified within the Scope of Work from qualified firms, individuals, etc. having specific experience identified in the Request for Proposal (RFP).

II. OBJECTIVE:

The objective of this RFP is to solicit competitive bids from qualified solar electric photovoltaics (PV) contractors with whom the County can work closely to install a 10-kW grid-tied, roof-mount solar photovoltaic (PV) system on the roof of the Cecil County Administration Building Complex/Warehouse.

Contractors will need to comply with ARRA requirements including payment of Davis Bacon wages via weekly payrolls, certification and use of Buy American products (there is a current exemption for PV products, details in Section X. below), and monthly reporting to the Maryland Energy Administration. It is the intent of the Cecil County Government to execute an agreement with the most qualified provider that presents an economically viable proposal.

The composition of the respondent’s team or team configuration shall be clearly defined and stated with the proposal. The past experience and qualifications of the team shall be detailed in the proposal.

All proposals shall be delivered in two separate packages with one package containing the contractor’s qualifications to complete the project including draft drawings of the installation. The second package shall contain the completed project cost detailing all expenditures. The contractor shall be selected according to **Best Value** as determined by a select County Committee.

III. INQUIRIES:

All inquiries, questions, etc. concerning the RFP shall be forwarded to Katie O’Connor, Purchasing Assistant by e-mail (KOCONNOR@ccgov.org / cc dpyle@ccgov.org) or call 410-996-5396 or mail requests to Purchasing Office, 200 Chesapeake Blvd, Suite 1400, Elkton, Maryland 21921. All questions shall be in writing. Any changes to the RFP will be in writing, documented and forwarded to all participating Proposers as soon as possible. Major changes or an excessive number of changes may result in cancellation of the existing RFP.

IV. METHOD OF SOURCE SELECTION:

The Cecil County Government is required to adhere to the Code of Cecil County, Section 183; Purchasing, concerning good public purchasing practices. All available information may be reviewed on the Cecil County Government website (www.ccgov.org). Additional requirements are attached to the RFP requiring adherence to all Federal, State and local Regulations.

V. PROPOSAL SUBMITTAL REQUIREMENTS:

PROPOSAL

Prospective packages shall be submitted in sealed envelopes clearly marked in the lower left-hand corner "**RFP 12-01; "Design and Installation of Solar Photovoltaic System for County Administrative Building Complex/Warehouse"**" no later than **1:30 p.m. on August 31, 2011**. No proposal will be accepted after 1:30 p.m. and all proposals shall be delivered to the Purchasing Office, 200 Chesapeake Blvd, Suite 1400, Elkton, Maryland 21921. All material submitted will become the property of the Cecil County Government and the only information available at the proposal opening will be the names of Proposers submitting proposals. No facsimile of proposals will be accepted.

A **Pre-Proposal** meeting will be held at the Cecil County Administrative Building, 200 Chesapeake Blvd, Perryville Conference Room, Elkton, MD 21921 on **August 12, 2011 at 9:00 a.m.** It is requested that Respondents prepare their questions in writing and submit them to the Purchasing Agent prior to the conference. A site visit will commence immediately following the Pre-Proposal meeting. Additional visits shall be coordinated and scheduled through the Cecil County Facility Maintenance Office at 410-996-5275.

VI. EXAMINATION OF SITE AND DATA

Before submitting proposals, prospective Proposers shall carefully examine the proposed Contract Documents, inspect the current equipment, acquaint themselves with all governing laws, ordinances, etc. and otherwise thoroughly familiarize themselves with all matters which may affect the performance of the work. The act of submitting a proposal shall be considered as meaning that the Proposer has familiarized himself and, therefore, no assistance will be granted by the County because of any claim of misunderstanding or lack of information. Proposers are expected to read and study all specifications with special care and to observe all their requirements. Discrepancies, ambiguities, errors or omissions noted by Proposers should be reported promptly to the County for correction or interpretation before the date of the opening of proposal.

VII. NON-RESIDENT CONTRACTOR NOTIFICATION:

At the request of the Maryland State Comptroller of the Treasury, a list of all Non-Resident Contractors awarded a contract **for the improvement of real property** in the amount of \$500,000 dollars or more and all Non-Resident sub-contractors that equals or exceeds \$50,000 or reasonably can be expected to equal or exceed \$50,000 **shall** be forwarded by the Cecil County Government to the Maryland State Comptroller of the Treasury, Compliance Division, 301 W. Preston Street, Room 407, Baltimore MD 21201. The notification shall be forwarded by the Cecil County Government once the "Notice to Proceed" is sent and shall include the following information:

- Type of Project
- Site Address
- Contractor's Name and Address
- Date of the Contract
- Contracted Amount

- “Non-Resident Contractor” is defined as a contractor that does not maintain a regular place of business in the State of Maryland.
- “Regular place of business” is defined as: 1) a bona fide office, other than a statutory office, 2) a factory, 3) a warehouse, or 4) any other space in this state, which a person is doing business in its own name in a regular and systematic matter and that is continuously maintained, occupied and used by the person carrying on its business through its regular employees regularly in attendance.

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VIII. DETERMINATION OF RESPONSIBILITY:

CERTIFICATION OF PROPOSER'S QUALIFICATIONS

All applicable questions must be answered and included with the RFP. The data given must be clear and comprehensive. A copy of the Proposer's State of Maryland Construction Firm License or required applicable license shall be attached to this form. Information concerning this license can be obtained from Cecil County Clerk of the Court's Office at (410) 996-5373. You can also receive information necessary for corporations to do business in the State of Maryland from the State of Maryland Sales and Use Tax Division. Ask for a Corporation Qualifying Package at (410) 225-1340. All Proposers shall ensure they are qualified to do business within the State of Maryland. **Businesses established outside the State of Maryland must be qualified as a Foreign Business to be eligible to provide service within the State of Maryland.** Questions concerning Foreign Businesses may be referred to (410)-767-1170.

1. Name of Contract: **Design and Installation of Solar Photovoltaic System for Cecil County Administrative Building Complex/Warehouse**
2. Contract No.: **RFP #12-12**
3. Name of Proposer: _____
4. **State of Maryland Construction Firm License No.:** _____
5. Business Address: _____
6. When Organized: _____

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Incorporated: _____
Foreign Business _____
Has the Proposer paid any sales tax on the equipment to be used on the project?
Yes _____ No _____
If so, at what rate was the sales tax paid? _____
Percent of state of _____
How many years has the Proposer been engaged in business under your present firm name?

13. Have you ever defaulted on a contract? Yes _____ No _____
Remarks: _____
14. Will you, upon request, furnish any other pertinent information that Cecil County Government may require? Yes _____ No _____
15. Does your business maintain a regular place of business in the State of Maryland (Resident) _____ or would your business be considered Non-Resident _____?
16. Has the Proposer or firm ever been disbarred, suspended or otherwise prohibited from doing work with the federal government. Yes _____ No _____
(If yes, explain _____)

With the submission of this certification, the Proposer thereto certifies that the information supplied is, to the best of your knowledge, accurate and correct.

Dated this _____ day of _____, 2011.

(Name of Proposer)
By: _____
Title: _____

IX. PROPOSER CERTIFICATION

The above statements are certified to be true and accurate and we have the equipment, labor, supervision and financial capacity to perform this Contract.

Dated at _____ this _____ day of _____, 20__.

By: _____

(Title of Person Signing)

(Name of Organization)

State of _____

County of _____, ss.

_____ being duly sworn, states he is _____ of _____
(Office)
_____ and that the answers to the foregoing questions and a
statements there contained are true and correct.

DRAFT

Sworn to before me this _____ day of _____ 20__.

Notary Public

(My Commission Expires: _____)

(NOTARY SEAL)

X. SCOPE OF WORK:

GENERAL CONCEPTS

The following general minimal requirements shall be used to formulate the Proposer's proposal:

1. PROJECT DESCRIPTION

The County seeks to install a fully operational 10kW Solar Photovoltaic System in the County's Administration Building Complex. The following are some details of the existing building:

- The Cecil County Administration Building consists of an administration building 83,000 sq. ft. in area and a warehouse 7,500 sq. ft. in area
- Its hours of operation are from 7:30am -5:00 pm, Monday-Friday.
- Annual electricity use is approximately 1,219,708 (both buildings).

2. SCOPE OF SERVICE

Base Bid

- a. Structural Services - The PV system will need to be installed on approximately 1,000 sq. ft. of roof-mount area with full, unobstructed, southern exposure which does not present an issue at this facility. Roof structural support load should be carefully calculated to ensure sufficient support for the PV system. The County prefers rack and ballast mounting systems that will not penetrate the roof.
- b. Electric Services - A 10kW grid-tied, roof-mount PV system would consist of high efficiency solar modules, inverters, mounting hardware with balance of system components, building integration and proper on-site utility grid connections. The electric feed entering the building will need to be safely and effectively connected and integrated into the building's existing electricity panels and distribution system.

The utility grid tie-in would be located on either the utility (line-side) or facility (load-side) of the current electric service connection. That determination should be based on final system design requirements and in coordination with the utility service provider and the PV contractor.

- c. The respondents shall submit a complete set of draft documents detailing type of Solar Photovoltaic proposed with specifications (to include warranty and energy use profile) and the process on installation, testing (commissioning) and training of all equipment.

B. Add Alternate- An additional 5kW PV to increase the total size, including base bid, up to 15kW. Based on budget constraints the Owner may award this Add alternate in 1,000 watt increments for the unit price stipulated in the Contractor's Bid. The design and complete turn-key installation of this additional Array shall be integral with the base bid portion of the project

C. Submittals

a. CONTRACTOR shall, for all materials to be permanently incorporated into the Work, submit two (2) copies each of the manufacturer's product data (catalog cuts) & shop drawings including final design drawings listing all system components and peripherals to be incorporated into the final permanent work. All sections & details, multiple assembly details, and manufacturer's performance data for all components and accessory materials shall be included.

b. CONTRACTOR shall submit and attain approval of Two (2) copies of the complete manufacturer's installation & maintenance instructions and warranty information prior to ordering the first unit as a preliminary O & M Manual submittal.

c. O & M Manual: At Substantial Completion, CONTRACTOR shall submit two (2) hard copies and one electronic copy in searchable .pdf format on CD of the Final Operations and Maintenance Manuals (O & M) for all components and components of the Photovoltaic Systems installed. As a minimum the panels, inverters, breakers, all components of the trackers and all of the subcomponents shall be included in the O & M Manual. O & M shall be complete including manufacturer's printed manuals containing all operational instructions, maintenance instructions, parts lists, contact information for service & parts during and after the warranty period and any special warranties. Acceptance by the OWNER of this submission is a requirement for obtaining Substantial Completion.

D. Warranty- Minimum Warranty requirements are from the date of Substantial Completion.

a. CONTRACTOR'S Five (5) year Full System Labor and Material Warranty commencing on the date of Substantial Completion.

b. Photovoltaic Module Power Warranty: Manufacturer's shall warrant the panels power output for 25 years. The first 10 years shall be at a 90% minimum rated power output and the remaining 15 years shall be at an 80% minimum rated power output.

c. Inverter Warranty: Shall be manufacturer's minimum ten (10) year materials and workmanship.

- d. All Other Components: Manufacturer's minimum five (5) year materials and workmanship.
- e. These warranties do not diminish warranty requirements in other areas of the specifications.

E. Products

- a. All components of the Grid-tied Photovoltaic Solar Energy System shall be compliant to all building and electrical codes and local, state and federal laws applicable at the time of bid. Also, all components shall be fully compliant with the manufacturer's requirements and recommendations in order to provide the OWNER with the performance and warranties as specified in the Contract Documents.

- b. If a brand name and/or model is specified here-in, it is being used to establish a minimum quality and performance standard. Contractor may furnish "or equals" which meet or exceed the minimum parameters of the specified components and/or equipment as determined and approved by the County. Contractor shall name the specific components and/or equipment on the Bid Form.

- c. The **Buy American Requirements** are waived for the purchase of the following Solar PV Equipment:

- i. Domestically-manufactured module containing foreign-manufactured cells;
- ii. Foreign-manufactured module, when completely comprised of domestically-manufactured cells; and
- iii. Any ancillary items and equipment (including, but not limited to, charge controllers, combiners and disconnect boxes, breakers and fuses, racks, trackers, lugs, wires, cables and all otherwise incidental equipment with the exception of inverters and batteries) when utilized in a solar installation involving a U.S. manufactured PV module, or a module manufactured abroad but comprised exclusively of domestically-manufactured cells.

- d. The Vendor must complete and sign the Buy American certification sheet, noting if the cells or the modules (or both) were manufactured in the U.S. This waiver expires August 6, 2011. For more information, see http://www1.eere.energy.gov/recovery/pdfs/solar_extension_decision.pdf and <http://energy.maryland.gov/Govt/EECBG.html#BuyAmerican> and http://www1.eere.energy.gov/recovery/ba_waivers.html

F. Execution

- a. Examine existing conditions and construction prior to commencement of design and construction to ensure that the installation is compatible and coordinated with existing construction.
- b. Coordinate all demolition, flashing, penetrations, rough-in adjustments and any required repairs prior to commencing work.
- c. CONTRACTOR shall comply with MISS UTILITY requirements regarding all underground work and excavations.
- d. CONTRACTOR shall provide all scaffolding, lift equipment, temporary weatherproofing and any other staging equipment and/or materials necessary to complete the Work.
- e. Comply with all manufacturers' recommended installation instruction for all Work.
- f. CONTRACTOR'S access to the buildings and grounds shall be coordinated with the OWNER and scheduled a minimum of one week prior to work beginning and materials being delivered.
- g. Contractor shall dispose all materials off-site in a legal manner and shall comply with any applicable requirements of ALA/EECBG.
- h. All disturbances to existing building insulation, any wall penetrations and other building or system components and improvements shall be repaired by the CONTRACTOR to the satisfaction of the OWNER.
- i. Install all system components in strict accordance with the manufacturer's installation instructions and requirements and applicable codes.
- j. Install interior and exterior weather sealing and insulation maintaining the continuity of the building's thermal and moisture protection.
- k. If existing interior or exterior finishes are disturbed during construction, CONTRACTOR shall repair, replace and/or re-paint finishes to match existing to the satisfaction of the OWNER.

G. Instruction, Cleaning and Protection:

- a. Instruct the OWNER'S Representative, Maintenance Technicians, the ENGINEER and any other OWNER personnel in the operations and maintenance of all components of the Grid-Tied Photovoltaic Solar Energy System.
- b. Remove temporary labels and retain for submission to the OWNER.

- c. Clean all finish surfaces immediately prior to acceptance by the OWNER in accordance with the manufacturer’s cleaning and maintenance instructions.
- d. Protect installed components until acceptance by the OWNER.

Contractor is responsible for adherence to any local zoning and/or permitting requirements.

3. ADDITIONAL REQUIREMENTS:

- A. The proposal does not **require** the use of MBE/DBE certified contractors or local contractors; although, it is highly encouraged to solicit and utilize these resources during project construction.
- B. The proposal package shall include the original proposal and six (6) copies of all information.
- C. Complete details and cost of an annual and/or extended Maintenance and Operation Cost

D. The awarded contractor shall provide architectural and/or engineered drawings signed by a Maryland certified architect or engineer as required, before any work is authorized to start.

XI. CONSTRAINTS ON THE SUCCESSFUL OFFEROR

PERMITS

All required permits shall be obtained and paid for by the PROPOSER, except those which have been obtained by the County and are hereby made a part of this Contract.

PROPOSER’S RESPONSIBILITY

It shall be the PROPOSER’s responsibility to schedule and coordinate all work to be performed under this Contract to insure continuous and smooth operations of the work and completion within the times specified in the proposal.

The Scope of Work is intended to cover the complete project. It shall be distinctly understood that failure to mention any work, which would normally be required to complete the project, shall not relieve the PROPOSER of his responsibility to perform such work.

ANNULMENT OF CONTRACT

Should the PROPOSER fail to fully satisfy the customer, or to comply with orders of the County, or to perform anew such work that has been rejected as defective and unsuitable, or if the PROPOSER shall become insolvent or be declared bankrupt or shall make an assignment for the benefit of creditors or from any other cause shall not carry on the work in an acceptable manner, the County shall have the right to annul its Contract and all Departmental Contracts at the County's convenience.

APPROXIMATE QUANTITIES

The PROPOSER's attention is called to the fact that the quantities given are estimated quantities and are intended as a guide to the PROPOSER but in no way bind or limit the County to the actual amount of work to be performed or the quantity of material to be furnished. Any estimates of quantities herein furnished by the County are approximate only and have been used by the County as a basis for estimating the cost of the work and will also be used for the purpose of tabulating and comparing the proposal and awarding the Contract. The County has endeavored to estimate these quantities correctly according to their knowledge and the information as shown; but, it is not guaranteed that these estimated quantities are accurate and if the PROPOSER, in making up and/or submitting his proposal, relies on the accuracy of said estimated quantities, does so at his own risk.

PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions of this Contract or exercising any power of authority granted hereunder, there shall be no personal liability upon the County or its authorized assistant, in being understood that in so making he acts as the agent or representative of the County.

PROPOSER REGISTRATION

All Proposers submitting a proposal shall provide proof of registration in the Central Contractor Registration (CCR) and with Data Universal Numbering System (DUNNS).

XII. PROPOSER PERSONNEL REQUIREMENTS:

AFFIRMATIVE ACTION POLICY

In accordance with Cecil County's Affirmative Action policy against discrimination, no person shall, on the grounds of race, color, creed, religion, sex, age marital status, national origin, handicap or disability, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination. During the performance of the work and services hereunder, the PROPOSER, for themselves, their assignees and successors in interest, agrees to comply with all federal, state, and local nondiscrimination regulations.

SUBLETTING OF CONTRACT

The PROPOSER shall not sublet, sell or assign all or any portion of the Contract, or the work provided therein, without the consent of the County. When consent is given, subletting or assigning more than fifty percent (50%) of the dollar value of the Contract work shall not be permitted. Where Sub-Proposers are used, PROPOSER shall submit all insurance information for all Sub-Proposers.

RESPONSIBILITY FOR COMPLETE PROJECT

It is the responsibility of the PROPOSER to perform the work under this Contract. If mention has been omitted in the Contract Documents of any items of work or materials usually furnished or necessary for the completion or proper functioning of the equipment, it shall be included by the Proposer without extra payment.

XIII. RESPONSIBILITIES OF THE ORGANIZATION:

INSPECTION

The County may appoint such persons as they may deem necessary to properly review the proposal and presentation to select the best overall proposal for completion of the Master Plan.

XIV. AGREEMENT OF TERMS AND CONDITIONS:

PROPOSAL

Made this _____ day of _____, 2011. Business
Address _____

The PROPOSER declares that the only person, firm, or corporation, or persons, firms, or corporations, that has or have any interest in this proposal or in the Contract or Contracts proposed to be taken is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm or corporation making a proposal for the same work; that the attached specifications have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and, that it is proposed and agreed, if the proposal is accepted to contract with Cecil County, Maryland, in the form of Contract heretofore attached, to do the required work in the manner set forth in the specifications.

The proposal price on the attached and signed Proposal Forms is to include and cover the furnishing of all equipment, materials and labor requisite and proper and the providing of all necessary machinery, tools, apparatus and means for performing the work, and described and shown in the plans and specifications within the prescribed time. If this proposal shall be accepted by said County and the undersigned shall refuse or neglect within ten days after receiving the Contract for execution to execute the same, and to give stipulated bond, then said County may at their option determine that the PROPOSER has abandoned the Contract; and, thereupon, the proposal and the acceptance thereof shall be null and void; and, the deposit accompanying the proposal shall be forfeited to and become the property of the County.

In the case of firms, the firm's name must be signed and subscribed to by at least one member. In the case of corporations, the corporate name must be signed by some authorized officer or agent thereof, who shall also subscribe his name and office. If practical, the seal of the corporation shall be affixed.

I/We identify by number, date and number of pages the following addenda:

<u>No.</u>	<u>Date</u>	<u>No. of Pages</u>
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The names and addresses of all members of a firm or the names, addresses and titles of every officer of a corporation as the case may be, must be given by the member of the firm or by the officer or agent of the corporation who signs the proposal.

METHOD OF PAYMENT

All invoices shall be reviewed and approved by a PROPOSER's representative and the County's representative before submission. All invoices must be submitted to the Cecil County Government, Facility Maintenance Office, Attn: Stafford Torgesen, 200 Chesapeake Blvd., Elkton, MD 21921. All invoices will be Net 30 and if time frame for completion is over thirty (30) days, payments and invoices shall be equally submitted every thirty (30) days and the final payment upon final acceptance of the final product.

CLAIMS

Should the PROPOSER believe that it is entitled to any additional compensation; the PROPOSER shall file a written notice of claim thereof with the County. Unless otherwise specified, such notice shall be given no later than twenty (20) days after the onset of such alleged damages, losses, expenses or delays.

BREACHES AND DISPUTE RESOLUTION

-Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Cecil County Government's Board of County Commissioners. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Cecil County Government's Board of County Commissioners. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Cecil County Government's Board of County Commissioners shall be binding upon the Contractor and the Contractor shall abide by the decision.

-Performance During Dispute - Unless otherwise directed by Cecil County Government, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

-Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observation of such injury or damage.

-Remedies - Unless the contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cecil County Government and the Contractor arising out of or relating to this agreement or its breach shall be decided by **Binding Arbitration**. By submitting a proposal you agree to these conditions.

Arbitration of Dispute - Any claim, dispute or other matter in question arising out of or related to this Agreement, the Parties must submit the issue to binding arbitration in accordance with *Title 3, Subtitle 2, Courts and Judicial Proceedings Article, Annotated Code of Maryland*, before the Circuit Court for Cecil County prior to filing any action in any Court.

Waiver of Jury Trial: The parties hereto waive their right to elect a jury trial in any dispute involving their rights under this Agreement.

Costs and Attorney Fees: In the event of arbitration by any of the parties to enforce the terms of this Agreement, the prevailing party in the action shall be entitled to reasonable and necessary attorneys' fees, court costs, arbitrator fees, witness fees and all expenses of suit. The reasonableness and necessity of attorneys' fees, costs, witness fees and expenses, will be determined by the arbitrator.

-Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Cecil County Government, (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

PERMITS

All required permits shall be obtained and paid for by the PROPOSER, except those listed below which have been obtained by the County and are hereby made a part of this contract.

TRANSPORTATION

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the seller, f.o.b. destination (Cecil County Government/designated locations, Elkton, MD 21921). No additional charges shall be allowed for packing, packages or partial delivery costs. By submitting their quote, all Proposers certify and warrant that the price offered for f.o.b. destination includes only the actual freight rate cost as at the lowest and best rate and based upon actual weight of the goods to be shipped. Standard commercial packaging, packing and shipping containers shall be used, except as otherwise specified herein.

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**STATE OF MARYLAND
SALES AND USE TAX
ADMISSIONS AND AMUSEMENT TAX
LAWS AND REGULATIONS
ISSUED BY
COMPTROLLER OF THE TREASURY
SALES AND USE TAX DIVISION**

11-221 Taxation by Other Law

(c) Sales tax paid in other jurisdiction –

(1) To the extent that a buyer pays another state a tax on a sale or gross receipts from a sale of tangible personal property or a taxable service that the buyer acquires before the property or service enters this state, the sales and use tax does not apply to use of the property or service in this state.

(2) If the tax paid to another state is less than the sales and use tax, the buyer shall pay the difference between the sales and use tax and the amount paid to the other state in accordance with the formula under 11-303 .

11-304 Nonresident Property

The sales and use tax does not apply to use of tangible personal property or a taxable service that:

- (1) A nonresident:
- (i) Acquires before the property or service enter the state; and
 - (ii) Uses:
 - 1. For personal enjoyment or use or for a use that the Comptroller specifies by regulation, other than for a business purpose; or
 - 2. Does not remain in the state for more than 30 days.

11-303 Depreciation Allowance

- (a) In general - a buyer is allowed a depreciation allowance as an adjustment to taxable price if:
- (1) Tangible personal property or a taxable service is acquired before the tangible personal property is brought into the state for use in the state or before the taxable service is used in the state; and
 - (2) The use first occurs in another state or federal jurisdiction.

- (b) Amount allowance - The allowance under subsection (a) of this section for each full year that follows the date of purchase is ten percent (10%) of the taxable price paid to acquire the tangible personal property or taxable service.

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XV. INSURANCE REQUIREMENTS:

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

- (a) The Contractor shall take out and maintain during the life of the Contract the Statutory Worker's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under the Contract.
- (b) In case any portion of the project is sublet, the Contractor shall require all of the sub-contractors similarly to take out and maintain during the entire life of the Contract the Statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work in the project under the Contract.
- (c) The Contractor and the sub-contractor shall not begin work until the Contractor has first filed with the County satisfactory evidence that insurance of the above nature is in full force and effect (receipt of Certificate of Insurance naming the Cecil County Government as an "Additional Insured").

BODILY INJURY, LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE

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The Contractor shall take out and maintain during the life of the Contract, Bodily Injury Liability and Property Damage Liability Insurance to protect him and any sub-contractor performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for property damage, which may arise from operations under the Contract whether such operations be by himself or by any sub-contractor or by anyone directly or indirectly employed by either of them and the amount of such insurance shall be less than amounts shown on the following chart:

- General Liability: \$2,000,000 Annual Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Products and Completed Operations
\$1,000,000 Personal Injury and Advertising
- Automobile Liability: \$1,000,000 Combined Single Limit
- Worker's Compensation: -- Statutory
- Excess: \$1,000,000 Each Occurrence
- Professional Liability: \$1,000,000

(Upon award of Contract, the Contractor shall provide a copy of a Certificate of Insurance with the Cecil County Government named as an "Additional Insured" to Liability Coverage on the Certificate for the duration of the Contract.)

All contractors performing services for the Cecil County Government are required to provide notification of Certificate of Insurance cancellation 30 – 60 days prior to cancellation. The Contractor shall provide a Certificate of Insurance naming the Cecil County Government as an "Additional Insured" and showing the levels of Worker's Compensation and all Liability Coverage. If the proposed cost of construction exceeds the minimum levels of coverage, the contractor shall increase the levels of coverage to cover the entire cost of the proposal.

XVI. BONDING REQUIREMENTS:

CERTIFIED CHECK OR PROPOSAL BOND

(a) No proposal will be considered unless accompanied by a certified check or an acceptable bid bond of the Proposer or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County, payable to the order of the Board of County Commissioners of Cecil County, for **Five Thousand Dollars**, which will be forfeited to the Board as liquidated damages in case an award is made and the Contract and Bond are not promptly and properly executed as required within ten (10) days after the award of the Contract.

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(b) The certified check and/or proposal bonds or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County, of all except the two (2) selected PROPOSER shall be returned after the Contract is awarded and, the checks of the selected PROPOSER shall be returned after the proper execution of the Contract Documents with the selected PROPOSER.

(c) If the selected PROPOSER shall fail to execute the Contract Documents as required, he shall forfeit the proposal bond or certified check or other surety satisfactory to the County such as a Letter of Credit from a Bank acceptable to the County as liquidated damages and the Contract may be awarded to the second selected PROPOSER as specified in the paragraph entitled **METHOD OF AWARD**.

CONTRACT PAYMENT AND CONTRACT PERFORMANCE BOND

The Contract Payment and Contract Performance Bond are each to be in an amount equal to one hundred percent (100%) of the Contract amount.

XVII. INSTRUCTIONS FOR PROPOSAL:

Proposal shall be submitted in a sealed envelope addressed to:
Cecil County Purchasing Office
200 Chesapeake Blvd.
Suite 1400
Elkton, Maryland 21921

The PROPOSER's name and address shall appear in the upper left hand corner of the proposal envelope with the job name and contract number appearing in the lower left hand corner of the envelope. The PROPOSER shall submit minimally one (1) original and six (6) copies of the proposal. Failure to submit a proposal in this manner may be considered cause for rejection of the proposal as determined by the Cecil County Government.

XVIII. COMPLIANCE WITH THE RFP:

All proposals submitted shall be in strict compliance with the RFP and failure to comply with all provisions in the RFP may result in disqualification or rejection of the proposal.

XIX. PROPOSAL DEADLINE:

PROSECUTION OF WORK

After the work has been started, it shall be performed continuously on all acceptable working days without stoppage until the entire contract is completed. In case the PROPOSER neglects or fails to work continuously on all acceptable working days, the Commissioners' of Cecil County through the Cecil County Administrator and Department of Emergency Services Director may terminate the Contract and use any method that he deems necessary to complete the Contract.

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FAILURE TO COMPLETE WORK ON TIME

Should the PROPOSER fail to complete, fully and for all intents and purposes, the work as specified in the proposal and contract on or before the time specified, the said PROPOSER shall pay to the County such sum as is specified in the paragraph entitled "LIQUIDATED DAMAGES".

LIQUIDATED DAMAGES

It is hereby understood and mutually agreed, by and between the PROPOSER and the County, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are Essential Conditions of the Contract; and, it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed".

The PROPOSER agrees that said work shall be performed regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the PROPOSER and the County, that the time for the completion of the work described herein is a reasonable time for the completion of the same.

If the said PROPOSER shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the County, then the PROPOSER does hereby agree, as part of the consideration for the awarding of this Contract, to pay to the County the damages for such breach of Contract as hereinafter set forth for each and every calendar day that the PROPOSER shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the PROPOSER and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the County would in such event sustain and said amount is agreed to be the amount of damages, which the County would sustain and said amount be retained from time to time by the County from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications, wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and, where under the Contract, additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided that the PROPOSER shall not be charged with liquidated damages or any excess cost when the County determines that the PROPOSER is without fault and the PROPOSER's reasons for the time extension are acceptable to the County; provided further that the PROPOSER shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

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- (a) To any reference, priority or allocation duly issued by the Government;
- (b) To unforeseeable cause beyond the control and without the fault or negligence of the PROPOSER, including, but not restricted to, acts of God or of the public enemy, acts of the County, acts of another PROPOSER in the performance of a contract with the County, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- (c) To any delays of sub Proposers or supplies occasioned by any of the causes specified in subsections (a) and (b) of this article;

Provided further, that the PROPOSER shall, within ten (10) days from the beginning of such delay, unless the County shall grant a further period of time prior to the date of final settlement of the Contract, notify the County, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the PROPOSER within a reasonable time of its decision in the matter.

Provided further, that the amount of liquidated damages shall be \$500.00 per work day.

XX. REVISIONS DUE TO AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFP:

Any ambiguity, conflict, discrepancy, omissions or other error/s discovered in the RFP must be reported immediately to Cecil County Purchasing Office, Katie O'Connor, 200 Chesapeake Blvd., Suite 1400, Elkton, Maryland 21921 (410-996-5395), in writing and a request made for modifications or clarification. All changes to RFPs shall be made in writing (addendum) and all parties who have received the RFP shall receive the addendum. Offerors are responsible for clarifying any ambiguity, conflict, discrepancy, omission or error in the RFP prior to submitting the proposal or it shall be deemed waived.

XXI. IMPLIED REQUIREMENTS:

Any product or service that is not specifically addressed in the RFP, but which is necessary to provide functional capabilities proposed by the offeror, must be included in the proposal.

XXII. PROPOSALS AND PRESENTATION COSTS:

The Cecil County Government, or its agencies, is not liable in any way for any costs incurred by the offerors in the preparation of their proposals in response to the RFP nor for the presentation of their proposals and/or participation in any discussion or negotiations.

XXIII. REJECTION OF PROPOSALS:

The Cecil County Government, or its agencies, reserves the right to accept in part or in whole any or all proposals submitted or to waive any technical or minor irregularity in a proposal. Additionally, the County shall reject the proposal of any offeror determined to be non-responsive in accordance with the Code of Cecil County, Section 183 and requirements set within this RFP. Unreasonable failure of an offeror to promptly supply the County with information with respect to responsibility may be grounds for a determination of non-responsibility.

All Proposals, RFPs, IFBs or RFQs are contingent upon budgetary constraints.

XXIV. EXCEPTIONS TO FORMAT:

The RFP describes the requirements and response format in sufficient detail to secure comparable proposals, recognizing that various proponent approaches may vary widely. Any proposal that differs from the described format may be considered **non-responsive and rejected.**

XXV. REQUESTS FOR CLARIFICATION:

Any request for clarification on the RFP must be in writing and accomplished prior to the receipt of the PROPOSER's proposal.

XXVI. VALIDITY OF PROPOSALS:

All proposals shall be valid for one hundred and eighty (180) days from the date of the RFP opening and become the property of the County. If negotiations result in modifications to the RFP, then one hundred and eighty (180) days will commence from the date of the receipt of the new proposal. This period may be extended by mutual written agreement between the Respondent and Cecil County Government.

XXVII. PROPOSAL SUBMITTAL FORMAT:

Offerors must include the following information in their proposal and must use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page:

1. Package One; Qualification Package:

(a) Cover Letter: Response should contain a letter signed by a person who is authorized to commit the offeror to perform the work included in the proposal and should identify all materials and enclosures being forwarded in response to the RFP.

(b) Table of Contents.

(c) Executive Summary: A maximum of one (1) to two (2) pages of single spaced information providing a high-level description of the offeror's ability to meet the requirements of the RFP.

(d) Description of Relevant Experience and Qualifications: Details of qualifications of the offeror's operations and staff regarding requested goods and services. If the respondent is not a single entity, the details of the partnership, joint venture, etc. shall be described, including the organizational structure of the team.

(e) Technical Proposal: Offeror's proposal plan to meet the technical requirements of the RFP must be included in this section. At a minimum, this must include a location map of the proposed site, a conceptual site plan (depicting ingress/egress), a conceptual building layout with typical room sizing, a description of proposed building types (photographic samples are encouraged), a description of proposed internal and external building materials and a description of proposed furnishings (catalog cut submittals are encouraged) or other applicable details.

(g) Attachments: Additional information, which the offeror feels will assist in the evaluation should be included. Other attachments may be Proof of Insurance, Proposal Bond, Equal Opportunity Employer Affidavit and other required information.

2. Cost Submittal Package

XXVIII. PROPOSAL COST SHEET:

RFP: 12-12; Design and Installation of Solar Photovoltaic System for Cecil County Administrative Building Complex/Warehouse

PROJECT: Design and Installation of Solar Photovoltaic System for Cecil County Administrative Building/Warehouse

PROPOSER: _____ **BY:** _____
(To be same as in the Proposal Agreement)

BUSINESS ADDRESS: _____

TELEPHONE # _____ **Cellular #** _____

CONTACT PERSON: _____

This is to certify that _____ has received
Addendum _____ through No. _____ and this project reflects change created by the
addenda.

PROPOSAL FORM: Cecil County Government

For all design, labor, tools, materials, testing, mobilization/demobilization and any other
incidentals necessary to complete this contract as specified herein. Price includes complete
design and construction services for this project. A separate price is required for each site.

**Complete cost to include design, delivery, installation, training and incidentals
necessary to provide a complete and operational system:**

Written Cost for basic 10KW installation: _____
\$ _____

Number of calendar days to complete this project: # _____

ADD alternate price

Contractor's proposal shall also include the pricing for additional requirements as stated
within the scope of work. Proposals not submitting the additional pricing could be
considered non-responsive.

The above-circled proposal is accepted and hereby ratified and confirmed by the Board of County Commissioners of Cecil County for the purchase of “**Design and Installation of Solar Photovoltaic System for Cecil County Administrative Building Complex/Warehouse**” this ____day of ____, 20__.

James T. Mullin
President, the Board of County
Commissioners of Cecil County

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XXIX. EVALUATION OF PROPOSAL AND AWARD:

METHOD OF AWARD

- (a) The County reserves the right to reject any or all proposals.
- (b) The Contract shall be awarded or rejected within one hundred and eighty (180) days from the date of opening proposal.
- (c) If the Proposer to whom an award is made shall fail to execute the Contract in the specified time, the award may be annulled and the Contract awarded to the second selected Proposer or the County may reject the entire proposal as their interest may require.

BASIS OF AWARD

The Contract may be awarded to the selected responsible Proposer whose proposal complies with all the requirements prescribed and considered Best Value to the County as interpreted by the review committee. In acceptance of the proposal, the County will be guided by considerations of the interests of the public and the County shall have no obligation to accept the lowest proposal. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate proposal, or irregularities of any kind. To insure fair competition and to permit a determination of the lowest Proposer, proposals obviously inflated may be rejected. The County also reserves the right to negotiate further with one or more of the proposers as to any features of the bids and to accept modifications of the work and bid price when such action will be to their best interests and is desirable. The County also reserves the right to negotiate further with one or more of the Proposers as to any features of their proposal and to accept modifications of the work and proposal price when such action will be to their best interests and is desirable. All proposals submitted shall become the property of the Cecil County Government.

QUALIFYING PROPOSALS

Proposals shall be initially reviewed for compliance with the submission requirements of this procurement. Failure to comply with any of the submission requirements may result in the proposal being classified as not reasonably acceptable for award.

Minor irregularities in proposals that are immaterial or inconsequential in nature may be cured or waived whenever it is determined to be in the best interest of Cecil County Government. All reasonable efforts will be made by the Cecil County Government to avoid prejudice to any Respondent.

MANDATORY REQUIREMENTS

All proposals will be initially reviewed for compliance with mandatory requirements. Proposals shall meet all of the mandatory requirements to advance in the procurement process. Respondents shall supply a letter stating that their team meets these requirements. All information that is specifically requested is considered to be a mandatory requirement.

TECHNICAL AND FINANCIAL EVALUATION

A one-step evaluation process will be conducted wherein the technical and financial proposal will be evaluated at the same time. The technical and financial proposals shall be submitted within the same proposal. They are to be bound together but separated by a divider.

After determining compliance with the mandatory requirements and considered responsive to this proposal, the Evaluation Committee shall initially classify the proposals as (a) reasonably acceptable of being selected for award or (b) not reasonably acceptable of being selected for award. Respondents judged not to be responsible or Respondents whose proposals are classified as not reasonably susceptible of being selected for award shall be so notified.

Discussions and oral presentations may be held with those qualified Respondents or Offerors whose proposals have been classified as reasonably acceptable for award.

Following the proposal evaluation, two (2) finalists will be selected for final negotiation of best and final offer.

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ORAL PRESENTATION

As indicated above, discussions and oral presentations may be held. If Oral Presentations are required, the selected best two (2) contractors will be contacted for scheduling of their presentation. The purposes of the discussions and oral presentations are as follows:

- To allow Cecil County Government to meet Respondents key personnel

- To allow the Respondents to discuss selected aspects of its proposal
- To provide an opportunity to clarify the scope of services for this project

Within three (3) working days following the oral presentation, each Respondent will be required to provide an Executive Summary/Overview of their firm's oral presentation inclusive of highlighting the discussion at the presentation.

Upon completion of the oral presentations, the Cecil County Government will finalize the evaluation of each proposal. Best and final proposals may be solicited by the County at this time.

EVALUATION

- A. Evaluation will be based upon the technical proposal with the price being reviewed as a single factor of several other factors on which to base an acceptance. Some of the factors being evaluated shall be:
- Experience - References - Meeting Proposal Requirements - Cost
 - M&O Contract - Schedule - Warranty -Meeting ARRA Specifications

B. The primary evaluation will be completed by an evaluation committee consisting of selected Cecil County Government officials; Purchasing Agent is not a voting member of the committee. They will only guide the process of evaluation. Respondents to this solicitation shall meet all requirements contained herein. If the Respondent and/or the proposal do not meet solicitation requirements, Cecil County Government may classify the proposal as “not reasonably acceptable for award.” Should a proposal be found not reasonably acceptable for award, the proposal may not be considered any further. After considering the factors set forth in this RFP and the responsible proposals, the committee will make recommendations for award of this contract to the Respondent whose proposal is determined to be the most advantageous to Cecil County Government.

FINAL SELECTION

Based on its evaluation of the technical and financial proposals, the Evaluation Committee will make a recommendation to the Cecil County Board of County Commissioners for the award of the contract to the responsible Respondent whose proposal is determined to be the most advantageous to Cecil County Government, considering both technical and financial factors as set forth in the RFP.

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SCHEDULE OF EVENTS

The following is a proposed schedule of events in the selection of the Respondent to complete the project according to the specifications within this RFP:

- | | |
|--|--|
| 1. Solicitation Released | 5. Oral presentations (will be scheduled) |
| 2. Pre-proposal meeting | 6. Executive Summary (Three (3) days after presentation) |
| 3. Proposal Due Date | 7. Final selection and Commissioners approval |
| 4. Committee Selection of qualified & responsive respondents | |

DISCUSSIONS

A. Discussions shall be held only to clarify individual RFP submissions. At no time shall any part of a proposal of one Proposer be discussed or identified in any part with a separate Proposer.

B. During discussion, a Proposer may modify its proposal to coincide with any clarification of the proposal. At no time will a proposal be allowed to be withdrawn without approval of the proper County authorities.

C. If any part of the proposal is changed to strengthen the RFP or its process, written documentation of the change shall be made and all Proposers shall be notified of the change/s and be given the chance to modify their proposal accordingly.

NEGOTIATIONS

It is policy to procure from responsible sources at fair prices the goods and services required by the County Government. During the RFP process, Price Negotiation may be required to resolve uncertainties relating to procurement, including the price prior to the final award of the contract. The objective of Price Negotiation is the complete agreement of the parties on all basic issues of the RFP.

XXX. TERM OF CONTRACT

The term of the contract shall be from the date of “**Notice to Proceed**” through the time as determined through final negotiations and as agreed upon within the awarded Contractor’s “Best & Final Proposal”. Additionally, the Contractor is obligated to perform the services as agreed upon within the RFP proposal, which the Cecil County Government requires in its operation.

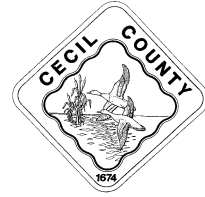
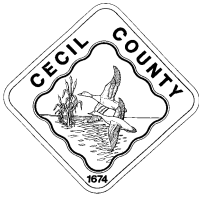
XXXI. NOTICE TO PROCEED

A **Notice to Proceed** will be sent Certified Mail to the PROPOSER by the Cecil County Purchasing Office. Proposers shall proceed within ten (10) calendar days after receipt of such notice. Failure to proceed within the ten (10) calendar day period may result in The Board of County Commissioners of Cecil County terminating the Contract Agreement.

XXXII. PROTESTAL PROTEST

Any party who feels the proposal process has not met the guidelines as stated within the Code of Cecil County Maryland or as outlined within the proposal may submit a protest in accordance with the guidelines as stated within the Code of Cecil County Maryland, Chapter 183, Purchasing, section 183-22 Bid Protest. These guidelines are available upon request at the Purchasing Office or on the Cecil County Government Website (www.ccgov.org). Any questions concerning the purchasing process or this proposal should be forwarded to Cecil County Purchasing Agent at 410-996-5395 or e-mail to dpyle@ccgov.org.

Cecil County Government
200 Chesapeake Blvd.
Suite 1400
Elkton, MD 21921



Indemnity/Hold Harmless Agreement

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold Cecil County Government, its elected and appointed officials, employees, and volunteers, and others working on behalf of Cecil County Government, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, or anyone acting on its behalf in connection with or incident to **Request for Proposal #12-12: ; Design and Installation of Solar Photovoltaic System for Cecil County Administrative Building Complex/Warehouse**

except that the Organization shall not be responsible to Cecil County Government for indemnity for damage caused by or resulting from Cecil County Government's sole negligence; and the Organization shall, at its own cost and expense, defend any such claims and any suit, action, proceeding which may be recovered in any suit, action, or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred thereon.

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Name of Organization: _____

Authorized Signature: _____

Address of Organization: _____

Phone: _____ Date: _____

Return this letter with Proposal Package

PROPOSER RFP CHECKLIST

The following is a tentative checklist to assist the PROPOSER in verifying minimal required information is provided at the RFP opening. It remains the PROPOSER's responsibility to ensure all information is complete and attached, including information, which may not be listed on this checklist. Any information missing at the time of the bid opening may result in rejection of the RFP proposal. No proposals will be accepted after the designated RFP opening time. Any questions please contact the Purchasing Office, 410-996-5395.

1. RFP package labeled properly for identification.
2. Evidence of applicability as "Local Bidder", if applicable.
3. Completion of Certification of Proposer's Qualifications & Certification and attached applicable **copies of required license**.
4. Completion of pages requiring information to include signatures and notary seal.
5. Copy of a Certificate of Insurance naming Cecil County Government as an "Additional Insured" and showing all information of required Liability and Worker's Compensation insurance shall be provided by the PROPOSER awarded the contract.
6. Proposal Bonds with proposal submittal and Payment Bonds and Performance Bonds by the Contractor awarded the project.
7. Completion of Cost Proposal Sheet.
8. Indemnity/Hold Harmless Agreement must be signed and provided as part of the proposal package.
9. Complete set of proposal working/draft designs as required and/or warranty information. Complete sets of signed drawings w/ Maryland Certified Engineer to be provided by the Contractor awarded the project.

**Cecil County, Maryland
RFP No. 12-01**

REQUEST FOR PROPOSAL

Sealed Request for Proposal (RFP) for Cecil County Government for "Design and Installation of Solar Photovoltaic System for Cecil County Administrative Building Complex/Warehouse" as described in the proposal package for the Cecil County Government, Facilities Management will be received from qualified PROPOSERS at any time and up to **1:30 p.m. on August 31, 2011** at the Purchasing Office, 200 Chesapeake Blvd., Suite 1400, Elkton, MD 21921. The proposal shall consist of the Respondent's proposal for design and installation of the Solar Photovoltaic and a separate package with cost proposal according to the conditions and specifications of the proposal package.

A **Pre-Proposal** meeting will be held on **August 18, 2011 at 9:00 a.m.** in the Cecil County Administrative Building, Perryville Conference Room, 200 Chesapeake Blvd., Elkton MD 21921. A site visit will be held immediately following the Pre-Proposal meeting.

Additional specifications and instructions. Proposers may also be obtained by e-mailing koconnor@ccgov.org or dpyle@ccgov.org or by calling the Purchasing Department (Katie O'connor, Purchasing Assistant) at 410-996-5396. The Board of Cecil County Commissioners of Cecil County reserves the right to reject any or all bids and to waive technicalities. All bids are based upon budgetary constraints.

Bid packages may be checked out at the purchasing office at a **non-refundable** cost of \$10.00 per package (including sales tax) per copy on a compact disc. Bid packages are provided on the Cecil County web-page (<http://www.ccgov.org>) as a .pdf document for all Proposers to download.

Electronically submitted bid proposals will not be accepted. Bid proposals are provided as a .pdf document for all Proposers to download. **All Proposers wishing to submit a proposal should obtain an original set of documents or a compact disc from the Cecil County Purchasing Department. If you choose to download the package from the website, you shall notify the Purchasing Office via e-mail or phone. Not meeting this requirement may result in your proposal being considered as non-responsive. Changes or addendums to this proposal and/or other documents will be posted to the proposal documents on the County web-page and sent directly to Proposers who have obtained an original set of proposal documents or a compact disk or have obtained an electronic copy from the Purchasing Office. The County is not responsible for information obtained from sources outside the Cecil County Purchasing Office, including downloads from the County website. Proposers obtaining electronic copies of the proposal documents from outside the Purchasing Office will be directly responsible for obtaining updates, changes or addendums either from the updated web-page or by contacting the Purchasing Office.**

All questions or discussions concerning this bid, bid documents, specifications, etc. shall only be coordinated through the Purchasing Office. The County shall not be responsible for information obtained outside the County Purchasing Office concerning this or any other County bid, RFP, solicitation or quote.

The Purchasing Office will provide Proposer lists on the Cecil County web-site (www.ccgov.org) for all solicitations published unless a Proposer/contractor provides a written request **barring the disclosure of their information prior to specific proposal award.**

The Board of County Commissioners of
Cecil County

By: David E. Pyle, CPPB
Purchasing Agent
Cecil County Government

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ATTACHMENT D
(revised July 2010)

ARRA Addendum – Special Terms and Conditions for ARRA-Funded EECBG Grants

These Special Terms and Conditions are expressly incorporated by reference into the Grant Agreement 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 any 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 to 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.

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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. Any apparent inconsistency (or if the Recipient believes there is any inconsistency) between Federal statutes and regulations, including ARRA Requirements, and the terms and conditions contained in the Grant Agreement, must be referred to MEA for guidance and 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 agency or licensee of the Federal government, any person or organization 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:

- A management agency contract or Loan relating to ARRA funds;
- A substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
- A misuse 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 negotiation of a contract), Loan, 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 supporting 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. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future award by Federal agencies.

Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under this award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

- (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 REPAIR 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 Loan funding spent to date.
- 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 public work, and the total project value is estimated to be less than \$7,443,000.]

(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, requiring that all iron, steel, and manufactured goods used in the project are produced in the United States, except as provided in paragraph (b)(2) 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 Determine
(3) The United States Department of Energy (DOE) may, and 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

(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 a survey of suppliers:

Foreign and Domestic Items Cost Comparison
Description Unit of measure Quantity Cost
(dollars)*

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 subcontractors) 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

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[This paragraph is only applicable if the Recipient is a contractor, a 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. Also, the Recipient is to ensure that the following contractual language is included in any contract with a contractor or subcontractor for work on any project valued in excess of \$2,000.]

Davis-Bacon Act and Contract Work Hours and Safety Standards Act.

Definitions: For purposes of this clause, Davis-Bacon Act and Contract Work Hours and Safety Standards Act, the following definitions are applicable:

(1) "Award" means any grant, cooperative agreement or technology investment agreement made with Recovery Act funds by the Department of Energy (DOE) to a Recipient. Such Award must require compliance with the labor standards clauses and wage rate requirements of the Davis-Bacon Act (DBA) for work performed by all laborers and mechanics employed by Recipients (other than a unit of State or local government whose own employees perform the construction) Subrecipients, Contractors, and subcontractors.

(2) "Contractor" means an entity that enters into a Contract. For purposes of these clauses, Contractor shall include (as applicable) prime contractors, Recipients, Subrecipients, and Recipients' or Subrecipients' contractors, subcontractors, and lower-tier subcontractors. "Contractor" does not mean a unit of State or local government where construction is performed by its own employees."

(3) "Contract" means a contract executed by a Recipient, Subrecipient, prime contractor, or any tier subcontractor for construction, alteration, or repair. It may also mean (as applicable) (i) financial assistance instruments such as grants, cooperative agreements, technology investment agreements, and loans; and, (ii) Sub awards, contracts and subcontracts issued under financial assistance agreements. "Contract" does not mean a financial assistance instrument with a unit of State or local government where construction is performed by its own employees.

(4) “Contracting Officer” means the DOE official authorized to execute an Award on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

(5) “Recipient” means any entity other than an individual that receives an Award of Federal funds in the form of a grant, cooperative agreement, or technology investment agreement directly from the Federal Government and is financially accountable for the use of any DOE funds or property, and is legally responsible for carrying out the terms and conditions of the program and Award.

(6) “Subaward” means an award of financial assistance in the form of money, or property in lieu of money, made under an award by a Recipient to an eligible Subrecipient or by a Subrecipient to a lower-tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract, but does not include the Recipient’s procurement of goods and services to carry out the program nor does it include any form of assistance which is excluded from the definition of “Award” above.

(7) “Subrecipient” means a non-Federal entity that expends Federal funds received from a Recipient to carry out a Federal program, but does not include an individual that is a beneficiary of such a program.

(a) **DRAFT**
 (1) minimum wages.
 (i) laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), shall 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, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

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 (a)(1)(iv) of this section; 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 weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). 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. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) 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.

(ii)(A) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract 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 the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) 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, 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.

(C) If 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 interested parties and the recommendation of the Contracting Officer, to the Administrator 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.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract 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.

(iv) 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.

(2) Withholding. The Department of Energy or the Recipient or Subrecipient shall upon its 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 Contract or any other Federal contract with

the same prime contractor, or any other federally-assisted contract 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 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the Department of Energy, Recipient, or Subrecipient, may, after written notice to the Contractor, sponsor, applicant, or owner, 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.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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), and the weekly number of hours worked. If the Contractor is required to pay wages in excess of the prevailing wage, the Contractor shall also 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 for the actual costs 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.

(ii) (A) The Contractor shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Department of Energy if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit them to the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner, as the case may be, for transmission to the Department of Energy, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It

is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the Recipient or Subrecipient (as applicable), applicant, sponsor, or owner).

(B) 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 Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract 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 Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates

and fringe benefits or cash equivalents for the classification or work performed as specified in the applicable wage determination incorporated into the Contract.

(C) 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 a “Statement of Compliance” required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications 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.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Department of Energy or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. 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.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to

be eligible for probationary employment as an apprentice. 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. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the 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. 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 journeymen hourly rate specified in the applicable wage determination. 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. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, 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.

(ii) Trainees. 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. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid 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 on 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 on 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 Employment and Training Administration shall be paid not less than the applicable wage rate on 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 on the wage determination for the work actually performed. In the event the Employment and Training Administration 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.

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

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 7, and 8. Disputes within the meaning of this clause include those between the Contractor, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, 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 contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and onehalf times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall

be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any further subcontracts. The Recipient shall be responsible for ensuring that all subcontracts by subcontractor to lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payroll and benefit records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, contract classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

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.dllr.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 comply with 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 funding any activity that results in an adverse effect on 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.

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.

22. Publications

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under this award.
- b. An acknowledgement of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgement: "This material is based upon work supported by the Department of Energy under Award Number DE-EE0000097."

Disclaimer: “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness or any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

An application may contain technical data and other data, including trade secrets and/or privileged or confidential information, which the applicant does not want disclosed to the public or used by the Government for any purpose other than the application. To protect such data, the applicant should specifically identify each page including each line or paragraph thereof containing the data to be protected and mark the cover sheet of the application with the following Notice as well as referring the Notice on each page to which the Notice applies:

Notice of Restriction on Disclosure and Use of Data

The data contained in pages ---- of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes provided that this applicant receives an award as a result of or in connection with the submission of this application. DOE shall have the right to disclose the data here to the extent provided in the award. This restriction does not limit the Government's right to use or disclose data obtained without restriction from any source, including the applicant.

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

23. Recovery Act Transactions Listed In Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA,

and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

24. National Environmental Policy Act

The Recipient is restricted from taking any action using federal funds for projects under this award that would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing a final National Environmental Policy Act, or "NEPA" determination regarding the projects.

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