

**Howard County**

**Task Order Request for Proposals No. 16-2019**

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

**June 7, 2019**

This Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 3 – Scope of Work. This TORFP is open to all pre-qualified Master Contractors approved to perform work under the Maryland Department of Transportation Master Service Agreement (Master Contract Project number MDOT-OOE RED 2018).

Based upon an evaluation of TO Proposal responses, an MSA Master Contractor may be selected to conduct the work defined in Section 3 - Scope of Work. A specific Task Order Agreement, will then be entered into between Howard County and the selected MSA Master Contractor.

**SECTION 1: NOTICES, CONTACTS and SUBMISSIONS**

TORFP Issued: June 7, 2019

Site Visits: June 27, 2019

Questions Due: July 3, 2019

Answers Posted: July 12, 2019

**Proposals Due: July 20, 2019 by 11:00 AM EST**

Anticipated Award Date: September 1, 2019

Contact: Dean Hof  
Purchasing Administrator  
410-313-4239  
dhof@howardcountymd.gov

Submissions: Three paper copies shall be delivered by the above proposal due date and time to:  
Howard County Office of Purchasing  
6751 Columbia Gateway Drive, Suite 226  
Columbia, MD 21046

**SECTION 2: BACKGROUND**

Howard County Government is committed to creating a more vibrant, healthy, resilient, prosperous and sustainable community. Howard County has a long history of climate leadership. Howard County first developed a comprehensive greenhouse gas emission inventory and a Climate Action Plan in 2010. The inventory measured greenhouse gas emissions for both County government operations and the

community. The reduction targets were met and in 2015, Howard County updated the Climate Action Plan and set new targets.

Following the recommendations of the United Nation’s Intergovernmental Panel on Climate Change (IPCC) in its 2018 report, Howard County set a new goal to reduce greenhouse gas emissions 45 percent below 2010 levels by 2030 and to reach zero emissions by 2050.

To reach this greenhouse gas emissions reduction goal, and as part of its commitment as a Maryland Smart Energy Community, Howard County will achieve the following by 2024:

- Obtain 20 percent the power needed for local government operations from renewable sources.
- Reduce petroleum fuel consumption in the County’s fleet by 20 percent.
- Reduce energy use of County government facilities by 25 percent.

Howard County currently has solar energy generation at seven facilities: Robinson Nature Center (rooftop), Miller Branch Library (rooftop), East Columbia Library (rooftop), New Cut Road retired landfill (2,000 ground mount solar panels that supply 90 percent of the power to Worthington Elementary School), George Howard Building (solar powered light poles for electric vehicle charging), Scaggsville Public Safety Complex (rooftop), and Little Patuxent Water Reclamation Plant (solar canopies over the parking lot).

The County is specifically seeking a third party to install, own, operate and finance solar projects hosted on County facilities. Collectively, the County’s portfolio includes 200 owned facilities. In addition, the County is responsible for extensive grounds and properties that can be used for solar deployment where economical and consistent with the County’s development plans.

The Solar Provider, in their response to this TORFP should be prepared to provide complete turn-key photovoltaic solar projects including financing and selling the electricity generated to the County. The County respects economies of scale and has an interest in bundling as many projects into large awards as possible, but also may consider multiple awards when working with multiple vendors is in the County’s best interests.

### **SECTION 3: SCOPE OF WORK**

#### *1. Solar Provider Responsibilities*

##### SCOPE OF SERVICES

Solar Provider will be responsible for evaluating, designing, financing, constructing, commissioning, owning, operating, maintaining, and decommissioning turn-key Solar Photovoltaic Systems on County facilities. This includes, but is not limited to, all necessary design, permitting, operational and other functions necessary to operate the System over the service life specified in any Power Purchase Agreement (PPA) executed under this Contract, as well as decommissioning of the System at the end of the service life.

#### A. Pre-Project

For each Project, Solar Provider to provide a plan and schedule for execution of the following, subject to Contract Administrator’s approval:

1. Meet with internal and external stakeholders to address specific concerns regarding solar integration into a site or community. This may include, for example, departments that occupy Facilities as well as the general public.
2. At County's request, provide a project plan that outlines the logistics for installing the System at the Facility, specifically addressing County and stakeholder concerns.
3. At County's request, provide architectural renderings of Systems. Renderings should be sufficient to visualize the ground level view, footprint, and general aesthetics of the site. The Parties acknowledge and agree that aerial layouts and photographs of previous systems installed by Solar Provider, such as those provided by Solar Provider in its original response to the County's TORFP, will be used for purposes of this paragraph; provided that, to the extent that further renderings are required for permitting or stakeholder approvals, Solar Provider shall cooperate with the County to provide such renderings.
4. Prepare Pre and Post informational signage at a project site to 1) inform tenants and citizens of the size, scope and timing of their specific project, and 2) upon completion of the project, provide signage including the start-date and environmental attributes of this specific project.
5. Conduct any interconnection studies required by the regional grid operator, utilities and others necessary to execute the Project.
6. Obtain interconnection agreements with the applicable utilities or PJM.
7. Obtain all necessary federal, state, local and other permits necessary to complete the System; Solar Provider will be responsible for payment of all permit fees.
8. Obtain all necessary zoning and land use approvals, including Environmental Impact Studies where needed. Complete all National Environmental Policy Act (NEPA) and Maryland Environmental Policy Act (MEPA) analyses and documentation as necessary. Coordinate with the Maryland Historical Trust as appropriate.
9. Provide stormwater management for each site according to Maryland Department of the Environment standards as described in the Maryland Stormwater Design Manual (see Appendix L) for at least 1.0 inch, but preferably up to 2.6 inches or in an innovative manner to treat high intensity flashy storms, and ensuring no erosion paths in the ground cover.
10. Provide a construction schedule outlining dates for the design, planning, permitting, execution and commissioning of the Project.
11. Provide all initial and final engineering drawings and plans to County's reasonable satisfaction. All plans for a System to be built pursuant to PPA must be approved in writing by the Contract Administrator before commencement of such System, provided that County shall respond in writing to any submission of drawings or plans by Solar Provider within fifteen (15) days of County's receipt thereof by either accepting such drawings or plans or describing to Solar Provider in detail the County's reasons for rejecting such drawings or plans.
12. Provide monthly updates on planning to County. County may request more frequent updates as needed and Solar Provider must comply with such requests.
13. At County's request, provide information and certifications of design build professionals involved in the project.
14. The County is interested in pollinator and other habitat enhancement opportunities below ground mount solar installations. Solar Provider shall incorporate appropriate habitat enhancements within the footprint of the System and adjacent areas. This may include pollinator-friendly native ground cover for ground mount systems or other such natural covering. County must approve the plan and any consultants or contractors used by Solar Provider before Solar Provider proceeds. For more information and guidelines, please visit

<https://www.cleanenergyresourceteams.org/how-can-solar-developers-plant-pollinator-friendly-habitat> and <http://dnr.maryland.gov/pprp/Pages/pollinator.aspx>.

**B. Construction and Implementation**

1. Build the Solar Photovoltaic System as planned and in accordance with the plans and drawings approved by the County pursuant to Section A.11 above.
2. Project site preparation including all repairs and site preparations necessary to install the System;
3. Coordinate, at County's direction, with tenants and others to minimize impacts to Facility operations.
4. Maintain a safe working environment consistent with federal, state and local laws and regulations.
5. Install the System, to the satisfaction of the County, including all photovoltaic equipment, inverters, wiring, and ancillary equipment necessary for System operations.
6. Ensure the integrity of the roof membrane or surface, including negotiating with roof warranty providers where applicable. This includes limiting roof penetrations, unless otherwise specified by County.
7. No work done on this Project shall void an existing roof warranty or designer stipulated roof loading limitation. If commercially possible, the roofing firm holding the existing warranty will be involved in the Project sufficiently to maintain validity of warranty. Upon County's request, Solar Provider shall provide copies of any structural analysis prior to commencement of installation of any System. The Solar Provider shall remediate moisture, infiltration, and/or damage that may be caused to the structure by the PV system and any ancillary equipment.
8. Any temporary interruption of electric power in buildings, either partial or for the entire service, must be performed in coordination with Facility operational schedules so as not to impede Facility function, or coordinated with County staff.
9. For the finished installation, special attention shall be paid to minimizing the risk of exposed fasteners, sharp edges, and potential future damage to the modules or support structure. Corrosion resistance and durability of the mechanical hardware shall be provided through the use of stainless steel fasteners and an aluminum support structure. The use of ferrous metals, wood, or plastic components is not allowed unless explicitly approved by the County. Galvanic corrosion shall be avoided. The County acknowledges and agrees that the racking equipment specifications provided in Solar Provider's response to the County's TORFP are acceptable and may waive this requirement to the extent that Solar Provider utilizes racking equipment that is substantially comparable thereto. Solar Provider shall promptly notify the County of any change in racking equipment prior to commencement of construction at any Project.
10. If requested by County, Solar Provider shall, for a mutually agreed upon additional fee, coordinate with County to provide rough-outs (e.g., conduit, baseplates) and other elements to facilitate later installation of electric vehicle charging infrastructure for any System where canopy over parking is installed.
11. Provide light emitting diode or equivalent lighting under canopy solar where needed to comply with lighting design specified by the Illuminating Engineering Society of North America (IESNA) or other accepted standard approved by the Contract Administrator. All outdoor lighting installed by the Solar Provider shall be dark skies compliant.
12. Ensure that the Project and System comply with County laws and regulations related to environmental sustainability.

13. At Project and System completion, provide County an electronic version of a commissioning manual outlining the System design, components, cutsheets of components, operating characteristics, electrical diagrams, and other relevant data.

14. Commission and activate the System and ensure power is delivered to the County on the Commercial Operation Date. All testing and commissioning shall be at the Solar Provider's expense. System startup and commissioning shall be coordinated with Howard County. Howard County shall witness, observe and verify each system's performance. Howard County shall have the right to confirm testing at its cost if deemed necessary. Required commissioning and acceptance test services include start up and operation of the PV system until it achieves a delivery of at least 90% of the expected energy production for five (5) consecutive days with a minimum of a four (4)-hour production period each test day. Expected energy production shall be calculated using materials and equipment performance ratings/specifications, cell temperature measurements, irradiance measurements, and any other measurements that are required to demonstrate performance. The calculated performance shall be compared to actual measured performance using DC and AC output/production meters, with datalogging for the term of the testing periods.

15. Provide any information needed to obtain LEED credits for the solar installation, if applicable.

C. Maintenance and Ongoing Operations

1. Maintain the System for its service life, including monitoring the system to detect maintenance needs and any washing, upgrades, and/or repairs necessary to ensure the commercially reasonable continuous delivery of electricity.
2. Accept responsibility for repairs, moisture, infiltration, and/or damage caused by the photovoltaic System and any ancillary equipment in accordance with a warranty that is provided with each PPA.
3. Provide revenue grade metering to establish the amount of electricity delivered to County, and for billing purposes.
4. Provide ongoing monitoring and a data output via web, suitable for display on County websites or LCD monitors in the building.
5. Supply all necessary internet connections for monitoring of the System, unless waived by County.
6. Use commercially reasonable efforts to ensure all warranties are transferrable to County or other Party, where ownership is transferred.
7. Maintain ground cover under any ground mount solar installations, following standards and specifications provided by Howard County. Manage security inside the fence for ground mount solar installations.

D. Host Site Training

Solar Provider shall provide any training needed for County staff that may be needed, including training on use of the monitoring and data output system.

E. Financing

1. Arrange and secure financing for the term of the PPA.
2. Aggregate all federal, state, local and utility incentives and incorporate these into the cost per kWh of power delivered.
3. County needs to retain RECs generated by the System representing up to 20 percent of the County's electricity use. The Solar Provider can aggregate and market RECs generated by

the system beyond the 20 percent requirement to reduce the price per kWh realized by the County.

4. Secure financing within 60 days of contract signing. Should financing not be secured within the time frame, the County reserves to contract with the next highest bidder.

F. Electricity Generation and Sales

Provide County all electricity generated by the System, unless explicitly waived by County (for example, in the case of providing community solar to low and moderate income residents of Howard County). In any case where a System is designed to exceed the Facility's annual demand, Solar Provider must assist the County in applying the generation to another County facility via Maryland's virtual net metering law (Code of Maryland Regulations 20.50.10). For projects not covered under Maryland Net Metering, the Solar Provider will coordinate with the County to transfer title of electricity to any wholesale accounts, existing load service entities or PJM subaccounts.

G. End of Service Life

Solar Provider must execute the following at the end of the term of a PPA:

Upon the expiration or earlier termination of the PPA, Solar Provider shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term. All system components shall be recycled or disposed of in accordance with all applicable regulatory requirements at no expense to the County. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. In no case shall Solar Provider's removal of the System affect the integrity of County's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Solar Provider shall leave the Facility in neat and clean order. If Solar Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, the County shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Solar Provider's cost. The County shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

Solar Provider may offer County an opportunity to purchase the System. Upon removal of the System, Solar Provider must restore any areas of the Facility that Solar Provider modified to accommodate the System to pre-project condition, excluding ordinary wear and tear, unless explicitly waived by County.

H. Ancillary Benefits

Howard County is interested in other Ancillary Benefits associated with solar installations that the Solar Provider can offer to the County and the community. In particular, Howard County is interested in providing opportunities for local businesses as well as MBEs. Solar Provider should provide information on what they can offer in the following areas:

- MBE participation
- Local business participation
- Workforce development and local job creation

- Options to incorporate community solar and lower electricity rates for low and moderate income communities into projects on County property
- Pollinator and other habitat enhancement opportunities below ground mount solar installations
- Electric vehicle chargers, especially for solar canopies over parking
- Demonstration of enhanced stormwater management for ground mount solar
- Other ancillary benefits to the environment, public health, resiliency, and community

I. Environmental Site Design

Each site design will incorporate environmental site design (ESD) features that comply with applicable national, state and local laws as well as standards established by the County by applicable law or regulation. Solar Provider will coordinate in good faith with the County to mitigate any stakeholder concerns, including Departments occupying or using the facility, adjoining property owners, or individuals with a reasonable interest in the disposition of the facility, provided that such mitigation does not increase the cost of the project to Solar Provider or impact the construction schedule. This includes but is not limited to compliance with the County’s Municipal Separate Storm Sewer System permit, minimizing impervious surfaces, no or limited impact on trees, preservation of topsoil, wildlife habitat enhancements, mitigating impacts to neighboring properties, etc. These features will be clearly defined in the engineering documents and approved by the County before construction can proceed. The scope of these will be included in the design documents to be approved by the County.

J. Coordination

In cases where multiple initiatives are underway at a specific Facility (e.g., micro grid, energy performance contracting, distributed generation, re-roofing projects) during the solar system design, installation, and/or maintenance, Solar Provider will be required to coordinate with County staff and any County contractors involved. In the case of conflicts or coordination issues between contracts, County’s decisions are final, provided that the County will use commercially reasonable efforts to limit the disruption to Solar Provider’s installation operations.

K. Performance Guarantee

Solar Provider shall provide a system Performance Guarantee for each site. This Performance Guarantee will provide the number of kWh to be generated for each site.

*2. County Responsibilities*

The County will be responsible for the following

- Providing necessary space to host each system, as identified in design documents approved by the County.
- Providing access to each site for all agreed upon installation and maintenance.
- Providing a notice to proceed in a timely manner.
- Purchasing the electricity for the term and value identified in the contract and pricing model. Note this term may vary depending on the facility.

## PROPRIETRY & CONFIDENTIAL INFORMATION

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

## SECTION 4: PROCESS AND EVALUATION

The County will review written Task Order proposals and price proposals. The County also may conduct interviews or respond with follow-up questions as needed.

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

- a) reject any or all proposals;
- b) supplement, amend, or otherwise modify this TORFP;
- c) cancel this TORFP with or without the substitution of another TORFP;
- d) issue additional or subsequent TORFPs;
- e) conduct investigations with respect to the qualifications of any provider;
- f) change any time for performance set forth in this TORFP;
- g) waive any non-material deviation from this TORFP.

Proposals will be evaluated on the Solar Provider’s qualifications and experience, innovation (advanced photovoltaic designs, approaches to reduce the carbon footprint of proposed projects), additional benefits (employment of local businesses, workforce development, job creation, habitat creation with ground mount systems, etc.), and price per kilowatt hour of the total proposed project.

## SECTION 5: MANDATORY SUBMISSIONS

Task Order Proposals shall be based on the inclusion of all potential project sites listed in Appendix A. Although site locations are subject to change following the completion of a solar feasibility study conducted by an independent contractor through a separate procurement process, for the purposes of comparing proposals submitted under this TORFP, please include and address all eight project locations from Appendix A in the Project Narrative and Project Pricing. Please note, Solar Providers must first



submit Appendix K, Non-Disclosure and Confidentiality Agreement to receive drawings and plans for the Circuit Courthouse. A Task Order Proposal shall include the following sections:

### Project Narrative

**Title Page:** The title page should include the name and address of the MSA Master Contractor and the name and number of this TORFP.

**Executive Summary:** A one-page summary describing the MSA Master Contractor's understanding of the TORFP scope of work and proposed solution.

**Proposed Solution:** A detailed description of the MSA Master Contractor's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to address the requirement in the same order as they appear in the Scope of Work (Section 3, A-K). Also, please include a detailed solution for the new circuit courthouse and the Carrs Mill landfill.

**Assumptions:** A detailed description of any assumptions formed by the MSA Master Contractor in developing the TO Proposal.

**Draft Project Schedule:** A list or chart containing tasks and estimated time frames for completing the requirements and deliverables in Section 3: Scope of Work. Please also include a schedule specific to the new circuit courthouse.

**Qualifications:** Brief description and references from three similar projects the MSA Master Contractor has successfully completed, including names, qualifications, and organizational chart of specific staff who will be involved in the project and their roles. Identify all proposed subcontractors, including MBEs and local businesses, and their roles in the performance of Section 3: Scope of Work.

**Cut sheets and other technical information:** Please provide cut sheets for all solar equipment proposed, including racking equipment specifications. Also include information about the expected weight load to rooftops, especially for the new circuit courthouse building, in lbs./sq. ft. For the courthouse project, please provide details on the expected number of roof penetrations, weight of the overall rooftop array in lbs./sq. ft., and expected point loads in lbs./sq. ft.

**Additional information on roofing warranties:** Please provide details about how the Solar Provider would maintain validity of the roof warranty, including a sample agreement between the Solar Provider and the roofing contractor.

### Project Pricing

Project Pricing document shall include:

1. PPA price information following the format specified in Appendix D. Howard County is interested in staying at or below its current electricity rate of 7.61 cents/kWh. This is the Schedule GL rate, which this and most of the County's buildings fall under. It includes the kWh-based supply charge of 4.61, the fixed capacity charge portion of the supply costs which is 1.14, and the BGE distribution charge kWh-based portion which is 1.86. The County would prefer a fixed electricity rate over the life of the PPA. At a minimum, the project pricing must include a firm fixed price for the Agreement term per kilowatt hour (kWh) with no price escalation during the Agreement term. This is the price per kWh that Howard County will pay the Master Contractor for renewable energy from the system during the Agreement term. If the Master

Contractor chooses, the project pricing document may also include alternate pricing with an escalator, following the same format in specified in Appendix D. However, proposals that do not also include a firm fixed price proposal will be rejected.

2. Information about expected energy production for each site following the format shown in Appendix E.
3. Information about Buy-out Option price and any early termination fees following the format shown in Appendix F.
4. A statement showing the hourly consultation fee charged by the Master Contractor for any work that may be required outside the scope of work listed in this TORFP, the Master Contract, and/or any resulting Power Purchase Agreement.
5. If applicable, address the use of virtual net metering and how the Master Contractor will provide savings through its use.
6. Proposal, including pricing, shall be valid for 180 calendar days.

All proposals must include return of completed documents in Appendices G, H, I and J.

#### **SECTION 6: GENERAL TERMS AND CONDITIONS**

1. All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and delivered in sealed envelopes or cartons to the Issuing Office prior to the time and date indicated. Proposals received after the time and date indicated will not be accepted or considered.
2. The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.
3. Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
4. NON-ASSIGNMENT OF AGREEMENT: Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
5. The County Purchasing Agent or Designee reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent's or Designee's reasoned judgment, the public interest will be served thereby.
6. The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
7. The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices set forth in the proposal. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
8. The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's or Designee's judgment, be in the best interest of the County.
9. The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the

operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.

10. The County Purchasing Agent or Designee may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.
11. PROTEST: Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County's decision is final.
12. MARYLAND REGISTRATION: Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: [www.dat.state.md.us/](http://www.dat.state.md.us/) or by calling 410-767-1184 or Toll Free 888-246-5941.
13. AVAILABILITY OF FUNDS: The contractual obligation of the County under any subsequent Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
14. BACKGROUND CHECKS AND INVESTIGATIONS
  - a. If a Contractors' employees are on-site in County buildings working without a County escort each employee of the Contractor shall agree to a background check or investigation consisting of national criminal database search covering misdemeanors and felonies and the release of that information to the County in the event that it is required.
  - b. The Contractor shall assume the cost to have background checks done for each employee assigned to each facility. The County may bill the Contractor \$100 for each standard background check. Public safety buildings require a higher level of security and an in-depth background checks referred to as "investigations". The County may bill the Contractor \$250 for each in-depth background investigation. This fee, when billed to the Contractor, shall be payable to the County prior to the check or investigation being conducted.
  - c. The background checks or investigations shall include all employees, new employees, subcontractors and replacement employees to be done prior to assignment of a building.
  - d. The Contractor shall not assign any individual convicted of the following offenses which shall include, but are not limited to: Abduction, Homicide, Rape, Aggravated Assault, Sex Offender, Assault with Intent to Murder, or Assault with Intent to Rob.
  - e. The Contractor shall not assign any individual convicted, or having incomplete probation for the following offenses which shall include, but are not limited to: Burglary, Breaking and Entering, Carrying or Wearing a Weapon, Destruction of Property, Possession of a Controlled Dangerous Substance with Intent to Distribute, Explosives, Kidnapping, Theft/Larceny, Maiming, Manslaughter, Sexual Assault, Hate Crimes, Robbery, and Distribution of a Controlled Substance.
  - f. The Contractor reserves the right to seek exception to the above guidelines governing acceptability for assignment to the facility by providing documented specifics pertaining to convictions of the employee in question. The County will, at its sole discretion, accept or reject the requested exception

15. **INSURANCE:** The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Commercial General Liability Insurance, Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:
- a. Commercial General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming, "Howard County, Maryland, its officials, employees, agents and volunteers" as the Certificate Holder and an Additional Insured.
  - b. Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
  - c. Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
  - d. The Contractor shall assure that all subcontractors or independent contractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.
  - e. The Contractor shall provide the County with Certificates of Insurance within ten days of award notification, naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured on the certificate. Failure to provide the certificates as required shall result in rejection of award by the County. Such certificates shall provide that the County be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage.
  - f. The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
  - g. Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
  - h. Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default.
16. **AUTHORITY:** Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.

## APPENDIX A: Potential Solar Installation Locations

Although site locations are subject to change following the completion of a solar feasibility study conducted by an independent contractor through a separate procurement process, the County is providing the following list of potential project locations to assist Master Contractors develop PPA pricing models as they respond to this TORFP. Master Contractors should include and address all eight properties listed below in the Project Narrative and Project Pricing.

1. New Circuit Courthouse (occupancy expected July 2021, see Appendix B for details)  
9250 Judicial Way  
Ellicott City, MD 21043  
(formerly 9250 Bendix Road, Columbia, MD 21045)  
Anticipated annual usage: 2,620,000 kWh
2. Carrs Mill Landfill (see Appendix C for details)  
15900 Carrs Mill Road  
Woodbine, MD 21797  
BGE Account Number: 6209240000  
Schedule GS  
Approximate annual usage (2018): 152,692 kWh
3. Scaggsville Public Safety Complex (rooftop)  
11226 Scaggsville Road  
Laurel, MD 20723  
BGE Account Number: 324961000  
Schedule G  
Approximate annual usage (2018): 65,800 kWh
4. East Columbia Library (rooftop)  
6600 Cradlerock Way  
Columbia, MD 21045  
BGE Account Number: 4459900000  
Schedule GL  
Approximate annual usage (2018): 872,732 kWh
5. Gary Arthur Community Center (rooftop)  
2400 Route 97  
Cooksville, MD 21723  
BGE Account Number: 8826451000  
Schedule GL  
Approximate annual usage (2018): 898,931 kWh
6. North Laurel Park Community Center  
9411 Whiskey Bottom Road  
Laurel, MD 20723  
BGE Account Number: 6592301000  
Schedule GL  
Approximate annual usage (2018): 1,124,319 kWh

7. O'Donnell Large Building - Central Fleet (rooftop)  
8800 Ridge Road  
Ellicott City, MD 21043  
BGE Account Number: 5068190000  
Schedule GL  
Approximate annual usage (2018): 553,235 kWh
  
8. Ascend One Building (rooftop)  
8930 Stanford Boulevard  
Columbia, MD 21045  
BGE Account Number: 9897840000  
Schedule GL  
Approximate annual usage (2018): 2,932,197 kWh

## APPENDIX B: New Circuit Courthouse

Solar Providers must include rooftop and ground mount solar arrays at the County's new circuit courthouse in any solar PPA resulting from this TORFP. The new circuit courthouse will be located at 9250 Judicial Way, Ellicott City, MD 21043 (formerly 9250 Bendix Road, Columbia, MD 21045). Construction is scheduled to begin in June 2019 with occupancy scheduled for July 2021. The solar projects at the courthouse are expected to help move the project from LEED Silver to LEED Gold.

The total anticipated annual electricity consumption for the new building is 2,620,000 kWh. Below is an image showing the new courthouse design from above and areas available for solar installation.

Area A: Rooftop. Total area is approximately 45,000 square feet, with approximately 26,500 square feet available for solar panels. The roof will be a concrete roof deck on steel beams. The structural engineer has indicated the current structure will support approximately 5 lbs./square foot.

Area C: Ground Mount. Total area is approximately 69,000 square feet, with approximately 55,400 square feet available for solar panels.

The crossed-out area is a four-story parking garage, which will not be available for solar panels.



Rooftop drawings and plans will be released to Master Contractors after Contractors submit a signed Non-Disclosure and Confidentiality Agreement (see Appendix K).

Solar Provider will have the opportunity to consult with the courthouse team on placement of conduit and other requirements to ensure the roof is solar ready. Roof installation is expected to be complete by September 2020. Solar installation can commence after the roof is complete. Area C will be used for staging and storage during building construction. Solar ground mount installation is anticipated to begin no later than July 2021.

Additional information about the courthouse project is available at <https://www.howardcountymd.gov/HowardCourthouse>. Please visit <https://www.howardcountymd.gov/LinkClick.aspx?fileticket=P-IrciY5N7g%3d&tabid=2635&portalid=0>, for renderings of the interiors and exteriors, including the roof, parking garage, and grounds.

## **APPENDIX C: Carrs Mill Landfill**

Carrs Mill Landfill is a closed landfill located along Carrs Mill Road in Woodbine, Howard County. The site received waste from the 1950's until the 1970's. The site has about 7.0 acres of capped waste and about 4.5 acres with < 4% slopes. See Appendix C.1 for site map. The site has a passive system for methane venting. There are 11 gas vents located within the center of the site. Perimeter gas probes surround the property have had no detections for the last 10 years. Measurement sensitivity is to 0.1% LEL or 0.05% Methane. The last gas detected in the vents was in August 2003. As to location of panels near the passive vents, a 10' wide access is required to each of the gas vents and constructed items can be no closer than 10 feet from passive vents.

The site was involved with a RCRA clean-up in the early 1990's and residual contamination of a portion of the site remains. The County operates and maintains groundwater recovery and treatment facility. This facility began operation in 2000 and is expected to continue operation through much of the contract period. The collection wells are located on the perimeter of the site and piping and control/communication runs along the perimeter of the site as well as the west side of the driveway to the groundwater treatment building. Appendix C.2 shows utilities associated with the groundwater treatment facility.

The County currently uses the landfill as open space and has in the past used it with model airplane club, kite club and Howard Astronomy club. DPW knows of no future commitments for the site.

The site is wooded on the south and west sides. No land clearing will be permitted. Strategic limb and tree removal may be acceptable.

The facility has the following utilities: 1-phase 240 amp electric, Comcast and Verizon fiber exists along Carrs Mill Road. Tie-ins to utilities should be at Carrs Mill Road.

The site is mowed by a County contractor on a quarterly basis. This frequency maintains the vegetative cover and manages for noxious weeds such as Canadian thistle. Because the site is an environmentally monitored site, herbicide use is strictly controlled and such chemicals must be pre-approved by Howard County DPW-BES. The Contractor will be expected to maintain quarterly mowing frequency.

Landfills are repositories of waste. As such the waste mass continues to degrade for decades after the landfill is closed and capping completed. Periodic surveys for the Carrs Mill Landfill have not been done on the site to identify settlement or movement. CML was closed in the 1970's. At the County's New Cut Landfill, closed in 1981, our survey team has identified settlement of 4-inches vertically and 1-inch horizontally at a survey marker from 2014 to 2019. The proposer must design for and not hold the County liable for settlement and movement of panel units. The County shall review the contractor's loading calculations for the solar system and must approve before proceeding with construction.

While the site was closed prior to 1978 and is exempt from most closed landfill regulations in place today, the Maryland Department of the Environment (MDE) still considers the site a landfill and hold Howard County responsible for basic environmental controls. Being the case, approval from MDE will still be required prior to construction. Based on Howard County's experience with New Cut Landfill, the priorities for MDE will be assurance that the cap/cover will not be disrupted and that stormwater is appropriately managed.

The solar array should be surrounded by a minimum of 6' chain link fencing to secure the installation.



The landfill has a geomembrane cap, geotextile drainage layer and a 36" soil protective layer above that. Conduit as well as footers or ballasts for structures shall extend no more than 18" into the soil protective layer. Details for placement and construction of conduit, footers and ballasts shall be approved by the County and MDE before construction may begin.

Transformer and other electrical equipment may be placed in a shelter instead of an enclosed building, but should be in weather resistant panels.

Stormwater Management shall be approved by the Howard County Department of Planning and Zoning. Stormwater management must address concentrated flow coming off the panels and prevent erosion created by this concentrated flow. Details for the existing stormwater structures and system are included in the drawings. The Contractor's design team should not expect the County to provide the existing structure's calculations for its sizing. Given the additional impervious area to be added, a revision to the stormwater plan will be required. See Appendix L for additional stormwater design guidance.

Howard County will consider a flexible solar system in addition to a rigid solar system for this site.

**APPENDIX D – Price Proposal Sheet**

Complete the table below for each example project location, and the weighted average unit price for all bundled sites under this TORFP (with weighted average based on each bundled site’s Expected Annual Energy Production kWh). Price per kWh is fixed for the Term with no price escalation. An additional price proposal sheet showing pricing options with an escalator may be included, but all proposals must include this sheet with a fixed price and no escalation.

**Energy Unit Price (Dollars per kWh)**

	<b>Energy Price per kWh (\$/kWh), Howard County owns SRECs</b>	<b>Energy Price per kWh (\$/kWh), Master Contractor owns SRECs</b>	<b>Percentage of per kWh price for Maintenance</b>
New Circuit Courthouse 9250 Judicial Way Ellicott City, MD 21043	\$	\$	% for solar system maintenance: ____  % for grounds maintenance inside the fence line: ____
Carrs Mill Landfill 15900 Carrs Mill Road Woodbine, MD 21797	\$	\$	% for solar system maintenance: ____  % for grounds maintenance inside the fence line: ____
Scaggsville Public Safety Complex 11226 Scaggsville Road Laurel, MD 20723	\$	\$	% for solar system maintenance: ____
East Columbia Library 6600 Cradlerock Way Columbia, MD 21045	\$	\$	% for solar system maintenance: ____
Glenwood Community Center 2400 Route 97 Cooksville, MD 21723	\$	\$	% for solar system maintenance: ____
North Laurel Community Center 9411 Whiskey Bottom Road Laurel, MD 20723	\$	\$	% for solar system maintenance: ____
O’Donnell Large Building 8800 Ridge Road Ellicott City, MD 21043	\$	\$	% for solar system maintenance: ____
Ascend One Building 8930 Stanford Boulevard Columbia, MD 21045	\$	\$	% for solar system maintenance: ____
<b>All Sites</b>	<b>Weighted Average \$</b>	<b>Weighted Average \$</b>	<b>N/A</b>

**APPENDIX E: Expected Energy Production for Example Project Sites**

<b>Building</b>	<b>Years</b>	<b>Average Expected Annual Energy Production kWh</b>
New Circuit Courthouse	1-5	
	6-10	
	11-15	
	16-20	
	21-25	
Carrs Mill Landfill	1-5	
	6-10	
	11-15	
	16-20	
	21-25	
Scaggsville Public Safety Complex	1-5	
	6-10	
	11-15	
	16-20	
	21-25	
East Columbia Library	1-5	
	6-10	
	11-15	
	16-20	
	21-25	
Glenwood Community Center	1-5	
	6-10	
	11-15	
	16-20	
	21-25	
North Laurel Park Community Center	1-5	
	6-10	
	11-15	
	16-20	
	21-25	
O'Donnell Large Building – Central Fleet	1-5	
	6-10	
	11-15	
	16-20	
	21-25	
Ascend One Building	1-5	
	6-10	
	11-15	
	16-20	
	21-25	

**APPENDIX F: Option Price and Early Termination Fee Chart for Example Project Sites**

<b>Building</b>	<b>At the End of Year</b>	<b>Early Termination Fee</b>	<b>Buyout Price</b>
New Circuit Courthouse	5		
	10		
	15		
	20		
	25		
Carrs Mill Landfill	5		
	10		
	15		
	20		
	25		
Scaggsville Public Safety Complex	5		
	10		
	15		
	20		
	25		
East Columbia Library	5		
	10		
	15		
	20		
	25		
Glenwood Community Center	5		
	10		
	15		
	20		
	25		
North Laurel Park Community Center	5		
	10		
	15		
	20		
	25		
O'Donnell Large Building – Central Fleet	5		
	10		
	15		
	20		
	25		
Ascend One Building	5		
	10		
	15		
	20		
	25		

**APPENDIX G**

**AFFIDAVIT**

Must be completed, signed by an officer of the company (President, CEO, Vice President, etc.), and submitted with the proposal.

Contractor \_\_\_\_\_

Address \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above named  
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office  
(Month) (Year)  
in the above named Contractor and I affirm the following:

***AFFIDAVIT I***

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

***AFFIDAVIT II***

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

***AFFIDAVIT III***

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

***AFFIDAVIT IV***

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended.

***AFFIDAVIT V***

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article* ; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

***AFFIDAVIT VI***

If applicable, the Contractor has complied with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

**APPENDIX H**  
**EQUAL BUSINESS OPPORTUNITY PARTICIPATION**

**NOTICE TO PRIME CONTRACTORS**  
**15% SUBCONTRACTING GOAL ON CONTRACTS**  
**VALUED AT \$50,000 OR MORE**

Howard County Code Section 4.122 established an Equal Business Opportunity program to foster overall equity and fairness to all citizens in relation to business enterprises conducting business with the County.

If a contract is \$50,000 or more, the Prime Contractor shall make a good faith effort to comply with the Howard County Equal Business Opportunity (EBO) program's 15% subcontracting goal. The Prime Contractor shall make a good faith effort to obtain minority subcontractor participation even if the Prime Contractor has the capability to complete the work with its own workforce. Certified MBE/WBE/DBE prime contractors can count 100% of the work they self-perform on contracts with EBO subcontracting goals. The subcontracting goal percentage may vary if the contract is funded by a federal or state agency. Prime Contractors should submit the following completed *Equal Business Opportunity Subcontractor Participation Form* with the bid. Identify subcontractors prior to submitting the proposal. After contract award, changes in subcontractors require the written approval of the EBO Coordinator.

Possible areas of obtaining subcontracting participation include, but are not limited to, flagging services, hauling, copying and printing, and the purchase of materials used in performing the contract. Contractors may use minority, women or disabled business enterprises certified by Howard County, Maryland; the Maryland Department of Transportation; the City of Baltimore, Maryland; or another certifying entity in order to satisfy the 15% subcontracting goal. The website addresses for lists of minority businesses are:

<http://www.howardcountymd.gov/Purchasing>  
[http://www.mdot.state.md.us/MBE\\_Program/index.html](http://www.mdot.state.md.us/MBE_Program/index.html)  
<http://cityservices.baltimorecity.gov/mwboo>

Contractors should submit a completed *Equal Business Opportunity Subcontractor Participation Form* with the bid identifying each certified EBO firm they intend to use on the contract. However, if the EBO Subcontractor Participation Form is not submitted with the bid, the County may request EBO subcontractor participation of the successful contractor.

Contractors failing to achieve the Equal Business Opportunity Program goal following a good faith effort to obtain participation must complete the *Equal Business Opportunity Program Request for Subcontracting Waiver* and provide documentation of its good faith attempts to obtain EBO participation. The County will determine if the efforts made satisfy a good faith attempt. A waiver will only be considered in rare contracts after a determination that the Contractor has made a good faith effort and thoroughly documented the efforts. Contractors should submit the *Equal Business Opportunity Program Request for Subcontracting Waiver* with the bid. However, if the request for waiver form is not submitted with the bid, the County may obtain the request for waiver of the successful contractor.

If the County exercises its option to renew the contract, it is expected that the EBO subcontracting goal will be met for each subsequent contract year when the contract amount is \$50,000.00 or more. Questions relating to the EBO program shall be directed to the EBO Coordinator 410-313-6370.

**PRIME CONTRACTORS' COMPLIANCE OF EBO SUBCONTRACTOR PARTICIPATION**

Prime Contractors that are awarded County contracts shall maintain adequate records of EBO participation on County contracts. The County may require that prime contractors report whether or not they met the proposed EBO subcontracting goal, so that the County can track compliance of EBO participation on County contracts.



**HOWARD COUNTY. MARYLAND**  
**EQUAL BUSINESS OPPORTUNITY (EBO)**

COUNTY USE ONLY

<b>CONTRACT TITLE:</b>		
<b>SOLICITATION #</b>	<b>CAPITAL PROJECT #</b>	<b>CONTRACT / PO #</b>
<b>TERM:</b>	<b>RENEWAL #</b>	<b>AMOUNT \$</b>

<b>PRIME CONTRACTOR NAME:</b>		
<b>ADDRESS:</b>		<b>PHONE:</b>
<b>EBO STATUS (Y/N):</b>	<b>*EBO TYPE:</b>	<b>CERTIFYING AGENCY:</b>
		<b>CERTIFICATION #</b>

**PRIME CONTRACTOR SHOULD LIST ALL EBO SUBCONTRACTORS / SUBCONSULTANTS / SUPPLIERS**

**INSTRUCTIONS FOR COMPLETING THIS FORM**

- Complete the section below identifying each certified EBO firm (Minority (MBE), Woman (WBE), and Disabled (DBE) Business Enterprises) you intend to use on this project. Attach additional sheets if more than two (2) subcontractors.
- This form represents the contractor's commitment to utilize the named EBO firms at the percentages indicated should the contract be awarded to the contractor. This form should accompany your bid or proposal.
- **\*EBO Types:** AA (African American), ASA (Asian American), HIS (Hispanic American), NA (Native American), FEM (Female), DIS (Disabled)

<b>SUBCONTRACTOR NAME:</b>		
<b>ADDRESS:</b>		<b>PHONE:</b>
<b>CONTACT REPRESENTATIVE:</b>		<b>EMAIL:</b>
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS		
<b>CERTIFYING AGENCY:</b>	<b>CERTIFICATION #</b>	<b>EBO PARTICIPATION %</b>
<b>DESCRIPTION OF WORK:</b>		<b>EBO PARTICIPATION \$</b>

<b>SUBCONTRACTOR NAME:</b>		
<b>ADDRESS:</b>		<b>PHONE:</b>
<b>CONTACT REPRESENTATIVE:</b>		<b>EMAIL:</b>
*EBO TYPE (Check One) <input type="checkbox"/> AA <input type="checkbox"/> ASA <input type="checkbox"/> HIS <input type="checkbox"/> NA <input type="checkbox"/> FEM <input type="checkbox"/> DIS		
<b>CERTIFYING AGENCY:</b>	<b>CERTIFICATION #</b>	<b>EBO PARTICIPATION %</b>
<b>DESCRIPTION OF WORK:</b>		<b>EBO PARTICIPATION \$</b>

PRINTED NAME

EMAIL

SIGNATURE (VENDOR OFFICIAL)

TITLE

DATE  
Buyer Initial



APPENDIX I

Veteran-Owned Business Enterprise Program Form

In accordance with Section 4.130 of the Howard County Code, it is the policy of Howard County Government to encourage increased participation by Veteran-Owned Business Enterprises in the procurement of all goods and services through all solicitations by the County. The Veteran-Owned Business Enterprise (VOBE) program includes an overall aspirational goal of 1% of the County's total dollar value of procurement contracts to be made directly or indirectly with Veteran-Owned Business Enterprises. Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis.

For the purposes of the Veteran-Owned Business Enterprise Program, a Veteran-Owned Business Enterprise (VOBE) is defined as a business enterprise that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise. To search the database of business enterprises that are verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs visit <https://www.vip.vetbiz.va.gov>.

Complete this form and return it with your response to the solicitation.

Complete Part 1 below if: Supplier is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise.

Complete Part 2 below if: Supplier is proposing to subcontract with a business that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs as a Veteran-Owned Small Business Enterprise.

Complete Part 3 below if: Supplier proposes NO Veteran-Owned Business Enterprise participation.

Check as applicable

1.  **Veteran-Owned Business Enterprise Certification:**

Supplier is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs

2.  **Veteran-Owned Business Enterprise Subcontract Participation:**

Supplier proposes to subcontract with a business that is verified by the Center for Verification and Evaluation of the United States Department of Veterans Affairs in the contract as described below:

Name(s) of VOBE Subcontractor(s): \_\_\_\_\_

Description of Work: \_\_\_\_\_

Percentage of Participation: \_\_\_\_\_ %

3.  **NO Veteran-Owned Business Enterprise Subcontract Participation Proposed.**

Name of company: \_\_\_\_\_

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_



**APPENDIX J**

**TECHNICAL PROPOSAL COVER PAGE**

**TITLE: PURCHASE OF ELECTRICITY FROM SOLAR PHOTOVOLTAIC SYSTEMS HOSTED ON HOWARD COUNTY FACILITIES**

**TO: HOWARD COUNTY OFFICE OF PURCHASING**  
6751 Columbia Gateway Drive, Suite 226  
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

COMPANY NAME: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
Street City State Zip

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

REPRESENTATIVE'S NAME: \_\_\_\_\_

Provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the individual is not "President" or "Vice President", provide verification of the signatory authority with your submittal.

NAME OF COMPANY SIGNATORY (Printed): \_\_\_\_\_

TITLE OF COMPANY SIGNATORY (Printed): \_\_\_\_\_

Howard County prefers to email Purchase Orders when possible, please provide an **EMAIL ADDRESS FOR RECEIPT OF PURCHASE ORDERS:** \_\_\_\_\_

Is the company a Minority-, Women-, or Disabled-Owned Business Enterprise?  YES  NO

If yes, indicate the type of minority ownership:

- African American     Asian American     Disabled     Eskimo  
 Female     Hispanic     Native American

Is the company certified? If yes, indicate the certification(s) held:

- Howard County Government     MD Dept. of Transportation     City of Baltimore     Other

Certification Number(s) and Expiration Date(s): \_\_\_\_\_

Does the company have a written non-discrimination policy (i.e.: race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity/expression, personal appearance, familial status, source of income)?  YES  NO

*(The County reserves the right to request such documentation, if desired, at a later date.)*

Delivery Time After Receipt of Order: \_\_\_\_\_

Delivery Terms: F.O.B. Destination, Inside Delivery.

The company will accept Visa procurement cards:  YES  NO

*(Contractors are not permitted to charge the County any additional fees over and above their bid prices to process payments on procurements cards.)*

**TECHNICAL PROPOSAL PAGE NO. 2**

COMPANY NAME: \_\_\_\_\_

Payment Terms: (The payment terms shall be considered net 30 days unless otherwise indicated.) \_\_\_\_\_

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

We wish to submit a "NO BID" at this time, but request that our company remain on the Contractors list for future solicitations.

**ACKNOWLEDGEMENT OF ADDENDA:** The company shall identify by number and date the following addenda and agree that the prices shown in the proposal reflect all changes made by addenda. In addition to acknowledging addenda here, the actual addenda must be signed and returned with the technical proposal. To check for addenda go to: [www.howardcountymd.gov/departments/county-administration/purchasing](http://www.howardcountymd.gov/departments/county-administration/purchasing).

Number: \_\_\_\_\_ Date: \_\_\_\_\_                      Number: \_\_\_\_\_ Date: \_\_\_\_\_  
Number: \_\_\_\_\_ Date: \_\_\_\_\_                      Number: \_\_\_\_\_ Date: \_\_\_\_\_

**THE PERSON SIGNING MUST INITIAL ANY  
ALTERATIONS IN FIGURES IN INK**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## APPENDIX K

Must be completed, signed by an officer of the company (President, CEO, Vice President, etc.), and submitted to the contact person listed on the first page of this TORFP in order to access confidential plans and drawings related to the Howard County Circuit Courthouse.

### NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

I certify that I am receiving information from Howard County, Maryland (the “**County**”) to assist with generating a proposal relating to the Howard County Circuit Courthouse project (the “**Project**”). I certify my understanding that certain of the material to be received which will be specifically and conspicuously marked by the County as “Confidential Information” is exempted from public disclosure. I have been authorized by the County to receive such information in the form of plans, reports, surveys, AutoCAD files or any other information in any form (the “**Records**”). This authorization is granted based upon compliance with the following conditions and agreements.

I agree that the Records are of a highly confidential and security sensitive nature and that such information shall only be used for generating a proposal relating to the Project. I will not make any use of the Records for any purpose other than as expressly permitted by this Non-Disclosure and Confidentiality Agreement (the “**Agreement**”).

I agree that, except as required by law, I will hold and treat the Records in the strictest confidence and will not, without the prior written consent of an authorized representative of the County, directly or indirectly discuss with, disclose, release, or otherwise provide or make available the data contained in the Records or any portion thereof, to any person other than employees, consultants, contractors, agents, auditors, and affiliates of \_\_\_\_\_ [insert name of entity submitting a proposal] who have a need to review the Records and have executed a Non-Disclosure and Confidentiality Agreement in connection with generating a proposal.

I agree to maintain the security of all documents, working papers, designs, and other materials related to the Records and I will password protect all such information stored by me in electronic form.

I agree that if at any time I discover that any of the Records has been disclosed in violation of this Agreement, I will immediately report the same to the County.

Upon the earlier of the County’s written request or completion of my need for such information, the Records and all copies thereof, shall be promptly delivered to the County or destroyed (and certified as such). I agree to destroy all electronic copies in a manner acceptable to the County except as reasonably necessary to comply with internal records retention policies. To the extent that any writings and materials describing, analyzing or containing any data contained in the Records is produced by me, I acknowledge that I have an ongoing perpetual obligation to protect such data from disclosure unless prior written authorization is obtained from the County.

I agree that my obligations under this Agreement will be perpetual.

If I am served with a subpoena or discovery request or receive a public records disclosure request relating to, or am otherwise required by law to disclose any Record, I will immediately provide the County with

written notification and provide a copy to the County to permit the County to seek a protective order or take other appropriate action. I will also cooperate in the County's efforts to obtain a protective order or other assurance that secure treatment will be afforded the Records. In the absence of the protective order, I may disclose to the party compelling the disclosure only the part of the Records as is required to be disclosed (in which case, prior to such disclosure, I will advise and consult with the County as to such disclosure and the nature and wording of the such disclosure) and I will use my best efforts to obtain confidential treatment thereof.

I acknowledge that the unauthorized disclosure and handling of the Records could cause substantial damage and expose the County and its facilities to significant danger and could result in civil or criminal fines and penalties.

I acknowledge that the obligations of confidence required hereunder are extraordinary and unique and are vital to the security and well-being of the County and that damages at law may be an inadequate remedy for any breach or threatened breach of this Agreement. The County shall be entitled, in addition to all other rights or remedies, to seek injunctions restraining such breach, without being required to show any actual damage or to post any bond or other security.

If this Agreement shall be held by a Court to be invalid or unenforceable because it is too broad in any respect, this Agreement shall be narrowed by the Court to the extent required to be enforceable and, as narrowed, shall be fully enforceable.

The company may not assign any rights or obligations under this Agreement to a third party without the prior written consent of the County; provided, however, upon written notice to the County, the company may assign this Agreement and its rights and obligations hereunder to a successor by consolidation or merger, to a purchaser of all or substantially all of the company's assets or to any parent, subsidiary or affiliate, or any partnership in which such company, or any of its parents, subsidiaries or affiliates is a general partner.

This Agreement shall be governed by and construed in accordance with laws of the State of Maryland, without reference to its conflicts of laws principles.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Entity Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

*\*PROVIDE ADDITIONAL SIGNATURE BLOCKS AS NECESSARY FOR ALL ENTITIES THAT WILL ACCESS SUCH DOCUMENTS*