



St. Mary's College of Maryland
at Historic St. Mary's City

REQUEST FOR PROPOSAL REC-07

MINORITY BUSINESS ENTERPRISES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION NOTICE

Your firm is invited to submit a Proposal for the Project identified below. Proposal documents are attached.

- 1. PROJECT NUMBER AND TITLE: REC-07 Dated July 11, 2007 entitled Renewable Energy Credits.
2. PROJECT DESCRIPTION: St. Mary's College of Maryland is soliciting proposals to purchase Renewable Energy Certificates (RECs), also known as "Green Tags", Renewable Energy Credits, and Tradeable Renewable Certificates (TRCs) associated with MWhs of energy produced from qualifying renewable electric generating facilities located within the United States that are eligible for Green-e certification or certification from Environmental Resources Trust (ERT). Overall, the College seeks to maximize the purchase of RECs within available funds and meet as best it can the multiple goals for this procurement. The primary goal of the procurement is to purchase RECs in an amount that is equivalent to the annual electrical consumption of the College, 13,000 MWh. Additional goals for the procurement are providing educational opportunities for the St. Mary's College community, the purchase of RECs from regional suppliers, and encouragement of new or expansion of renewable energy generating facilities. Technical proposals will be evaluated in terms of the proposers' ability to achieve the goals for this procurement. Past performance will be a criterion for the evaluation of technical proposals. Payment for the purchase of RECs shall be on an annual basis. Offeror shall provide price quotations for an initial two-year period, with an option for an additional two-year term.
3. CLOSING DATE FOR RECEIPT OF PROPOSALS: One (1) Original and Five (5) copies of the Offeror's Technical and Financial Proposals must arrive at the Issuing Office no later than 4:00 p.m., August 1, 2007 and must be delivered to:

Mindy Rorabacher Senior Buyer
St. Mary's College of Maryland
St. Mary's City, Md. 20686
Phone: (240) 895-3312
Email mjrorabacher@smcm.edu
Fax: (240) 895-4916

No Faxed or Emailed Proposals will be accepted. Because of the rural location of the College, UPS and Federal Express will not guarantee delivery to the College by any specific time; therefore, Offerors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Issuing Office.

If your firm is unable to submit a proposal for this project please fill out the bottom of this page and fax or mail it to the College.

A Proposal will be not submitted for this project due to the following:

___ Too busy at this time ___ Location too distant ___ Project too large/small

___ Not engaged in this type of work ___ Other (specify) _____

Signed: _____

Firm: _____

INDEX

SECTION I: GENERAL INFORMATION FOR OFFERORS. 2

SECTION II: BACKGROUND OF ST. MARY’S COLLEGE OF MARYLAND. 6

SECTION III: SCOPE OF PRODUCTS6

SECTION IV: EVALUATION AND SELECTION PROCESS..... 8

SECTION V: SELECTION PROCESS10

SECTION VI: APPENDICES.....11

SECTION I: GENERAL INFORMATION FOR OFFERORS:

- 1. PREPARATION OF PROPOSAL:** The procurement method for this solicitation is a “Competitive Sealed Proposal” in accordance with the procurement policies of St. Mary’s College. Offerors shall provide both technical and price proposals which shall be evaluated independently of each other. Evaluation of the proposals will be made based on the best value to the institution. Multiple awards may be made under this procurement.

All proposals shall be in accordance with the requirements herein. St. Mary’s College of Maryland anticipates awarding a contract or multiple contracts to the responsible Offeror(s) whose proposal(s) is/are within a competitive price range, meets the criteria outlined in this RFP, and is/are determined to be most advantageous to St. Mary’s College of Maryland.

One (1) original and five (5) copies of the Technical Proposal and One (1) copy of the Price Proposal will be required. The Technical Proposal and the Price Proposal must be in separate envelopes and marked in the lower left hand corner of the envelopes.

2. ISSUING OFFICE AND SOLE POINT OF CONTACT:

St. Mary's College of Maryland
Attn: Dan Branigan, Interim Procurement Officer
Office of Purchasing and Contracts
18952 E. Fisher Road
St. Mary's City, MD 20686
Phone: 240-895-4412
Fax: 240-895-4916
Email: dsbranigan@smcm.edu

- 3. CLOSING DATE FOR RECEIPT OF PROPOSALS:** One (1) original and Five (5) copies of the Technical Proposal and One original and (5) copies of the Price Proposal must arrive at the Issuing Office no later than: 4:00P.M., August 1, 2007, must be delivered to:

St. Mary's College of Maryland
Attn: Mindy Rorabacher, Senior Buyer
Office of Purchasing and Contracts
18952 E. Fisher Road
St. Mary's City, MD 20686
Phone: 240-895-3312
Fax: 240-895-4916

No Faxed or Emailed Proposals will be accepted. Because of the rural location of the College, UPS and Federal Express will not guarantee delivery to the College by any specific time; therefore, Offerors mailing proposals should allow sufficient mail delivery time to insure timely receipt by the Issuing Office.

- 4. DURATION OF PROPOSAL OFFER:** Proposals, including price proposals, are irrevocable for 120 days following the closing date of this Request for Proposal (RFP). This period may be extended by written mutual agreement between the Offeror and the College. Once a proposal is accepted all prices, terms and conditions shall remain unchanged throughout the contract period.
- 5. QUESTIONS AND INQUIRIES:** Questions and inquiries shall be addressed to the Purchasing Agent listed on the first page of the RFP and must be submitted in writing (they may be faxed) and received at least five (5) calendar days prior to the closing date. Inquiries will receive a written reply.
- 6. ADDENDA TO THE RFP:** If it becomes necessary to revise any part of this RFP, addenda will be provided to all Offerors who received the initial RFP. Acknowledgment of the receipt of all amendments, addenda, and changes issued shall be required from all Offerors receiving the RFP. Oral explanations or instructions shall not be binding; only written addenda are binding.
- 7. CANCELLATION OF THE RFP:** The College may cancel this RFP, in whole or in part, at any time before the opening of the proposals.
- 8. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:** Offerors may modify or withdraw their proposals by sending a written notice which must be received at the Issuing Office before the time and date set for receipt of proposals. FAXED modifications or withdrawals received before this date will also be accepted.
- 9. ALTERNATE OR MULTIPLE PROPOSALS:** Offerors may submit alternate technical and/or cost proposals. Alternate solution proposals must be complete and will be subject to a full and independent evaluation.
- 10. PROPOSAL ACCEPTANCE:** This RFP creates no obligation on the part of the College to award a Contract or to compensate Offerors for proposal preparation expenses. The College reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP.
- 11. ECONOMY OF PREPARATION:** Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Offeror's offer to meet the requirements of the RFP. It should respond to each requested item of information in the order that the items appear.
- 12. INCURRED EXPENSES:** The College will not be responsible for any costs incurred by any Offeror in preparing and submitting a proposal.
- 13. TRANSFERS AND SUBCONTRACTING:** The Offeror to whom this Contract is awarded may not transfer or subcontract, in whole or in part, any portion of this Contract without the written permission of the College.
- 14. COMPLIANCE WITH LAWS:** By submitting a response to this solicitation, the Offeror, if selected for award, agrees that it will comply with all federal, State and local laws, rules, regulations, and ordinances applicable to its activities and obligations under the Contract. By submitting a response to this solicitation the Offeror represents and warrants that it is not in

arrears with respect to the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the Contract if selected for contract award.

15. **PUBLIC INFORMATION ACT NOTICE:** Offerors should give specific attention to the identification of those portions of their proposals which they deem to be confidential, proprietary information or trade secrets and provide any justification of why such materials should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland.
16. **BEST AND FINAL:** The College has the right to accept the best proposal(s) as submitted. Therefore, Offerors should not rely on having a chance to negotiate or adjust their proposals. However, should the Evaluation Committee determine that further negotiation on the proposals would be in the best interest of the College, the Procurement Officer will advise all responsive and responsible Offerors to submit a best and final offer for consideration.
17. **AWARD:** After considering both the technical and financial factors set forth in this RFP, the Committee will make a recommendation that the Contract be awarded to the responsible Offeror(s) whose proposal(s) is/are determined to be the most advantageous to the College. Should a successful Offeror to whom a contract is awarded fail or be unable to execute the Contract, for any reason, within ten (10) calendar days after notification of award, then that Offeror shall be liable to the College for actual damages incurred by the College. The College reserves the right to cancel the procurement prior to execution of a contract by all parties without any liability on the part of the College.
18. **CONTRACTOR'S REQUIRED INSURANCE:**
 - 18.1 Workmen's Compensation Insurance: The minimum limits of such coverage shall be as required by law.
 - 18.2. Comprehensive General/Professional Liability Insurance in the amount of \$1,000,000/\$2,000,000:
 - 18.3 Comprehensive Automobile Liability Insurance in the amount of \$300,000:
 - 18.4 Property insurance covering any equipment owned by the contractor which is used or stored on College property.
 - 18.5 Certificates of the contractor's insurance containing evidence of the Hold Harmless Clause protecting St. Mary's College of Maryland and the State of Maryland shall be filed with the College and shall be subject to their approval for adequacy of protection. No contract will be awarded until appropriate certificates of insurance are filed with and approved by the Purchasing Agent.
 - 18.6 The above insurance shall remain in full force and effect for the term of the contract.

All policies for liability protection, bodily injury or property damage must specifically name on its face, St. Mary's College of Maryland and the State of Maryland as additionally named insured's with respect to operations under the Contract provided, however, with respect to the contractor's liability for bodily injury or property damage, such insurance shall cover and not exclude Contractor's liability for injury to the property of the College and State of Maryland and to the persons or property of employees, students, faculty members, agents, officers, trustees, invitees or guests of the College or State of Maryland.

19. **SUBCONTRACTOR'S INSURANCE:** If any of the work under this Contract is subcontracted, the Contractor shall require the subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same insurance coverage in the same amounts specified herein.
20. **PROTESTS:** Any interested party may protest against the award of a Contract. The protest shall be in writing and addressed to the Purchasing Agent whose name and address appears

on the first page of the RFP. Protests based on alleged improprieties in the solicitation process which are apparent before the proposal opening shall be filed before the proposal opening. Otherwise, protests shall be filed not later than three (3) working days after the basis for the protest is known, or should have been known, whichever is earlier. All protests must be received by the Purchasing Agent within this time limit. Protests may be faxed to (240) 895-4916.

21. ORDER OF PRECEDENCE: In case of conflict between the provisions of this RFP and any proposal submitted pursuant to it, the provisions of the RFP will prevail.

22. CONTRACT DOCUMENTS: Contractors should become familiar with the Contract documents listed below, all of which are incorporated by reference into the final contract.

A) Request For Proposal prepared by St. Mary's College of Maryland including any Addenda;
B) Technical and Price Proposal prepared and submitted by the Contractor;

C) Contract Affidavit;

D) Sample Contract;

23. LICENSES, REGISTRATION AND QUALIFICATIONS: All work performed by the Contractor shall conform to all State and local codes and ordinances and such other statutory provisions that pertain to this class of work. Such codes, rules, regulations and local ordinances are to be considered part of these specifications. The College reserves the right to require that the Contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project. The College has the option of requiring all personnel working on this Contract to have copies of their license/registration forms on file with the Purchasing Agent at the College.

24. CONTRACT/BID AFFIDAVIT: All respondents must truthfully complete the Contract/Bid Affidavit found in the Appendices and submit it with their Technical Proposal. Any firm not a Maryland Resident Firm will be expected to qualify to do business in the State of Maryland prior to execution of a contract. The paperwork for qualifying to do business in Maryland will be found in the Appendices.

25. RESERVATION OF COLLEGE RIGHTS: The College reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this RFP, to not make an award, to waive minor irregularities, or to negotiate with all responsible Offerors in any manner necessary, in order to serve the best interests of the College.

26. NON-EXCLUSIVE CONTRACT AND NO ASSURANCES OF WORK: The parties acknowledge and agree that the contract(s) are not exclusive and that the College may purchase the same or similar goods and services from other vendors. Further, the Contractor acknowledges that it has received no assurances of any minimum amount or type of work or any minimum amount of compensation under this Contract.

(End of Section)

SECTION II: BACKGROUND OF ST. MARY'S COLLEGE OF MARYLAND

St. Mary's College of Maryland is a public honors college located in historic St. Mary's City. The College was founded by the State of Maryland in 1840 as a living monument to Maryland's first capital. The College is administered by an independent Board of Trustees. St. Mary's College of Maryland is an independent agency of the State of Maryland.

Over the decades, the College has changed in size, form, and function to serve the educational needs of each new generation. Originally a female seminary (school for girls), it became the state's

first junior college in the late 1920's and transformed to a co-educational four-year liberal arts college in the later 1960's. It was designated the Honors College of Maryland in 1991.

The College is located on the St. Mary's River a tributary of the Chesapeake Bay. The College resides within the Critical Areas of Maryland. The College has had a long history of environmental stewardship. Commitment to the environment is a core value of the institution. In 2006, the College constituted the Sustainability Committee to create a comprehensive approach to environmental protection and enhancement to the College. The committee is composed of faculty, staff, and students and has the support of the senior management of the institution. The College is a signatory of the Tailloires Declaration, the EPA Green Power Partnership, and the EPA Energy Star program. In 2007, students overwhelmingly voted to designate student funds for the purchase of RECs and to raise student fees to support future purchases of RECs. Student funds are the source for the purchase of the RECs under this proposal. The purchase of the RECs will also include the anticipated energy consumption of Goodpaster Hall, the College's first LEED silver facility. Upon the successful procurement of the RECs, the College will apply for the green power credit under LEED 2.1 for Goodpaster Hall.

(End of Section)

SECTION III - SCOPE

A. Products:

The RECs to be provided under this contract and the facility generating these RECs must meet the following **Mandatory Requirements**. St. Mary's College of Maryland will determine whether any proposed products meet our criteria for eligibility. RECs will only be considered from renewal energy generation that is connected to an electrical distribution grid.

1. Location: The facilities generating the RECs must be located within the United States.
2. Technology: The RECs must be generated from a renewable resource. St. Mary's College of Maryland will consider any of the following technologies: wind, solar, landfill gas, biomass, anaerobic digester, geothermal, and hydropower.
 - a. St. Mary's College of Maryland will not consider RECs from municipal solid waste (other than landfill gas).
 - b. Biomass projects using forest waste must be reviewed and certified by the Forest Stewardship Council or another third party (subject to St. Mary's College of Maryland approval), certifying that the fuel is generated through sustainable forest practices.
 - c. Hydroelectric projects must be certified by the Low Impact Hydro Institute.
3. Certification: St. Mary's College of Maryland requires that RECs be certified by one of the following independent entities and that the RECs meet quality standards. Recognized certifications are:
 - a. Center for Resource Solutions (CRS): Green-e
 - b. Environmental Resources Trust, Inc. (ERT): EcoPower.
4. Ownership: St. Mary's College of Maryland is granted exclusive right to report ownership of the RECs and exclusive rights to make marketing and advertising claims about the environmental benefits and attributes of the renewable energy associated with the RECs, and the exclusive right to claim responsibility for delivering the RECs (including the environmental benefits associated with the renewable energy) to the electric grid.

- a. One REC will represent all environmental attributes associated with one MWh of energy generated by the renewable facility to include any claims about the fuel source being renewable, any eligible credits or claims for displaced emissions of Greenhouse gases. Other claims for SO₂, NO_x, CO₂, Hg, Particulate Matter (PM), and VOCs are included unless specifically excluded by the offeror in which case they may be excluded provided exclusion is in accordance with the latest Green-e or EcoPower standard.
- b. Seller must attest that the generator (whether seller or another party) has not claimed and will not claim that the energy associated with the RECs was generated from a renewable fuel or by the renewable resource or facility, in any marketing material, or other similar disclosures regarding fuel mix, made to customers or to the public unless specifically authorized by St. Mary's College of Maryland in writing.

B. Term of Contract (s):

The contract (s) for these services will be for a period of four (4) years, an initial two year term and an optional 2 year term to be exercised solely at the discretion of the College, with all terms and conditions remaining as proposed and accepted through out the life of the contract. The Contractor shall be notified in writing of the College's intent to exercise the two year option period of the Contract thirty (30) days prior to completion of the initial two year period. Exercise of the option shall be in writing and at the sole discretion of the College and at the unilateral right of the College.

C. Minimum Value:

The minimum value for the initial term will be the proposer's price for 1,000 MWh.

D. Available Funds:

The College plans on having funds in the range of \$45,000 - \$50,000 per year for the purchase of RECs.

(End of Section)

SECTION IV - PROPOSAL REQUIREMENTS AND CRITERIA

A. Technical Proposal

1. Submission Requirements: The Technical Proposal should be prepared in a clear and precise manner. Keep the information brief, the College values quality of information, not quantity. The firm is free to choose the format that best suite the information provided. However, failure to provide the specific information requested herein may result in the technical proposal being determined non-responsive. 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 the College.

Submit one (1) original and five (5) copies of the technical proposal in a separate envelope clearly marked technical proposal. Requirements are as follows:

Technical proposals should include information that best satisfies the requirements established below:

- a. Letter of Transmittal: Provide a **brief** letter of transmittal on the proposing firm's business stationary. The letter must be signed by an individual who is authorized to bind the firm to all statements and representations contained in the proposal.
- b. REC summary: Using the table form in Appendix E, identify the technology, location, vintage, quantity of MWh offered, and certification entity. Proposers may enter multiple options in the table.

- c. Provide a detailed description for each proposed REC including fuel type: location of generator; generator information such as years of operation, financial statement, generating capacities; eligibility for certification; and any potential delays to the delivery of RECs. Please indicate the relevant on-line date or re-power date.
- d. Describe the Offeror's educational programs and specific plan for St. Mary's College. The plan should address educating our students and the broader community about the impact of this purchase on the development of renewable energy sources, the technology of renewable energy, and the impact of renewable energy on our environment.
- e. Past performance: Provide contact information from three references who have bought RECs equal or greater in quantities than this proposal.
- f. Financial Qualifications: Provide background and financial information such as financial statements, Dunn and Bradstreet rating, and credit references. Offerors whose price proposals are accepted will be required to provide audited financial statements.
- g. Ownership: Provide a statement addressing the Offerors understanding and acceptance of the ownership requirements set forth in Section III A.5 above.
- h. Each copy of the technical proposal shall also include signed copies of the contract/bid affidavit.

2. Technical Proposal Evaluation Criteria

The Evaluation Committee will review each technical proposal and score it on its merits. Based on the evaluation of technical proposals, Offerors will be ranked from high to low according to overall technical scores. All Mandatory Requirements as defined in Section III A. above must be met in order for the Offeror to be considered for further evaluation. Criteria for evaluating Technical Proposals are provided below in descending order of priority:

- a. REC Characteristics: The characteristics (source, location and vintage) of each REC will be evaluated based on the priorities listed below:
 - i. Source:
 - (1) Highest Priority: Wind or Solar
 - (2) Lower Priority: Biomass, anerobic digester, landfill gas, or hydropower
 - ii. Location:
 - (1) Highest Priority: Within 300 miles of the campus so that site visits could be arranged for educational purposes
 - (2) Lower Priority: National (within the United States)
 - iii. Vintage: St. Mary's College of Maryland's goal is to facilitate new renewable projects within the United States. Highest consideration will be given to proposals that meet one or more of the following criteria on or after October 1, 2006:
 - a. New generating facility or added capacities on or after October 1, 2006;
 - b. Re-powered on or after the October 1, 2006 such that at 80% of the fair market value of the project derives from new generation equipment installed as part of the re-powering;
 - c. A separable improvement to or enhancement of an existing operating facility, first placed in operation *prior* to October 1, 2006,, that is placed in operation (generating electricity) *on or after* the October 1, 2006, such that the proposed incremental generation is contractually available for sale and metered separate from the existing generation at the facility.

- d. A biomass co-firing facility that began co-firing with biomass on or after October 1, 2006;
 - e. A 100% switch from a non-eligible fuel to an eligible fuel on or after October 1, 2006;
 - f. A separately metered landfill gas resource that was not being used to generate electricity prior to the October 1, 2006.
- b. Past Performance: The Proposer's past performance with regard to [define what we are looking to evaluate]. Highest consideration will be given to references from other higher education organizations with contracts that exceed two years.
 - c. Financial Qualifications: Proposer must be in good standing with credit references and have a Dunn and Bradstreet composite credit score of fair or better and a financial stress rating of 4 or less.
 - d. Educational Program: Highest consideration will be given to direct learning opportunities provided to St. Mary's students.

Failure of the Offeror's proposal to provide all of the technical proposal requirements as contained within the RFP will normally disqualify an Offeror's proposal as non-responsive. 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 the College. Any Offeror whose proposal is disqualified based on a determination by the Evaluation Committee that it is non-responsive will be notified by facsimile following completion of the evaluation and scoring of all proposals.

B. Price Proposal

Offeror's shall provide one (1) original and five (5) copies of the price proposal in a separate envelop labeled "price proposal". Proposals shall use the attached price worksheet (Appendix A). Price proposals will not be opened until after technical proposals are evaluated. Price proposals from firms whose technical proposals are not considered responsive or competitive will be returned to the Offeror(s) unopened.

(End of Section)

V. SELECTION PROCESS

A. Procurement Goal

The College's objective in this procurement is to maximize the total generating capacities (up to 13,000 MWhs per year) of RECs within available funds in a manner that best achieve the specific technical criteria for this procurement. The College may consider multiple awards if the goals of this procurement can best be met by combining proposals for quantities of RECs from multiple Offerors.

B. Evaluation Process:

The selection process will follow the outlined steps in the order shown below:

1. Submission of separate technical and price proposals;
2. Evaluation by Evaluation Committee of technical proposals;
3. Evaluation of price proposals;
4. Decision of Evaluation Committee of best value for single or multiple awards.

C. Basis of Award:

The Evaluation Committee will rank Offeror's proposed RECs based on overall best value.

Technical and Price Proposal proposals will be considered equally in determining the overall ranking of each proposal. The College will award RECs in order of the overall ranking in a manner that best achieves the Goals stated above. St. Mary's College of Maryland reserves the right to award this work to any firm(s) or to make no award.

(End of Section)

SECTION VII: APPENDICES

Appendix A	Price Proposal Forms
Appendix B:	Contract Affidavit
Appendix C:	Sample Contract
Appendix D:	MBE Information and Forms
Appendix E:	Summary Table for Proposed REC

(End of Section)

Appendix A
ST. MARY'S COLLEGE OF MARYLAND
PROJECT NO. REC-07 DATED: July 11, 2007
PRICE PROPOSAL FORM - PAGE 1 of 5

Instructions: Offerors are to return this Price Proposal Form and all required submittals to the person on the first page of this solicitation no later than the time and date listed on the cover sheet of this solicitation package.

Having carefully examined the Request for Proposal and any addenda for listed herewith,

ADDENDA NUMBERED:

(All Addenda MUST BE ACKNOWLEDGED)

THE FOLLOWING MUST BE SUBMITTED WITH THE PRICE PROPOSAL FORM
(Failure to provide the following may disqualify a price proposal):

- Price proposal Form
- Contract Affidavit

1 a. Unit Price per 1,000 MWh per year for a two year term, starting September 2007, for RECs in quantities from 1,000 to 3,000 MWh:

REC SOURCE	GENERATING METHOD	LOCATION	VINTAGE	PRICE PER 1,000 MWh per year

Appendix A
ST. MARY'S COLLEGE OF MARYLAND
PROJECT NO. REC-07 DATED: July 11, 2007
PRICE PROPOSAL FORM - PAGE 2 of 5

1 b. Unit Price per 1,000 MWh per year for a two year term, starting September 2007, for RECs in quantities from 4,000 to 12,000 MWh:

REC SOURCE	GENERATING METHOD	LOCATION	VINTAGE	PRICE PER 1,000 MWh per year

1 c. Unit Price per 1,000 MWh per year for a two year term, starting September 2007, for RECs in quantities from 13,000 MWh to 17,000 MWh.

REC SOURCE	GENERATING METHOD	LOCATION	VINTAGE	PRICE PER 1,000 MWh per year

Appendix A
ST. MARY'S COLLEGE OF MARYLAND
PROJECT NO. REC-07 DATED: July 11, 2007
PRICE PROPOSAL FORM - PAGE 3 of 5

2a . Unit Price per 1,000 MWh per year for optional two year term, starting September 2009, for RECs in quantities from 1,000 to 3,000 MWh:

REC SOURCE	GENERATING METHOD	LOCATION	VINTAGE	PRICE PER 1,000 MWh per year

2b. Unit Price per 1,000 MWh per year for optional two year term, starting September 2009, for RECs in quantities from 4,000 to 12,000 MWh:

REC SOURCE	GENERATING METHOD	LOCATION	VINTAGE	PRICE PER 1,000 MWh per year

Appendix A
ST. MARY'S COLLEGE OF MARYLAND
PROJECT NO. REC-07 DATED: July 11, 2007
PRICE PROPOSAL FORM - PAGE 4 of 5

2c. Unit Price per 1,000 MWh per year for optional two year term, starting September 2009, for RECs in quantities from 13,000 MWh to 17,000 MWh:

REC SOURCE	GENERATING METHOD	LOCATION	VINTAGE	PRICE PER 1,000 MWh per year

Appendix A
ST. MARY'S COLLEGE OF MARYLAND
PROJECT NO. REC-07 DATED: July 11, 2007
PRICE PROPOSAL FORM - PAGE 5 of 5

MINORITY BUSINESS ENTERPRISE: If the undersigned firm is a Minority Business Enterprise and is certified by the State of Maryland please list the Certification Number:

AWARD: The College reserves the right to accept or reject any and all price proposals, in whole or in part, received as a result of the RFP, to not make an award, to waive minor irregularities, or to negotiate with all responsible vendors in any manner necessary, in order to service the best interests of the College.

TIME: It is understood that the proposal prices will be firm for a period of ninety (90) days.

The undersigned affirms, and it is a condition precedent to acceptance of this proposal, that the vendor has not been a party to any agreement to bid a fixed or uniform price.

WITNESS: _____

(Signature of Officer)

(Title)

INDIVIDUAL PRINCIPAL

In Presence of:

Name of Business

Witness: _____

SIGNED: _____

Owners Social Security No.
or Federal ID Number

Address: _____

Telephone No: _____

Fax No. _____

(Date) _____

PARTNERSHIP PRINCIPAL

Partner Social Security No.
or Federal ID Number

Name of Partnership

Address: _____

In Presence of:

Telephone No: _____

Fax No: _____

Witness: _____

By: _____

(Date)

CORPORATE PRINCIPAL

Name of Corporation
Federal Employer ID Number:

Address: _____

Telephone No: _____

Fax No: _____

Attest: _____
Corporate Secretary

By: _____
(Signature)

(Title)

(Date)

Appendix B

BID AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any

action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business' policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;

(h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic ____) (foreign ____) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and

that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name:

_____ Address: _____ .

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____ (Authorized Representative and Affiant)

Appendix C
SAMPLE CONTRACT

CONTRACT NUMBER # _____

THIS AGREEMENT made the ____ Day of _____, 2007, by and between:

Name of Firm:

Address:

Fed.ID or Social Sec.#

herein called "Contractor," and St. Mary's College of Maryland, an agency of the State of Maryland and a public institution of higher education, herein called "College" or the "State." The Contractor and College do mutually agree as follows:

1. SCOPE OF PROJECT: St. Mary's College of Maryland ("SMCM" or the "College") will purchase Renewable Energy Certificates (RECs), also known as "Green Tags", Renewable Energy Credits, and Tradeable Renewable Certificates (TRCs) associated with MWhs of energy produced from qualifying renewable electric generating facilities located within the United States.

A. Subject to the continuing availability of State or federal funds, the College shall purchase Contractor's services and Contractor shall perform the following services: Contractors are to provide all labor and materials per specifications listed in Section III. All work shall be completed in 60 calendar days calculated from the date of the Notice to Proceed issued by the College in accordance with solicitation GPHAH-07 dated July 6, 2007, including all addenda, appendices, and exhibits thereto (attached as Exhibit A and incorporated by reference herein), and Contractor's bid or proposal dated _____, 2007, including all affidavits and exhibits thereto (attached as Exhibit B and incorporated by reference herein to the extent that the bid or proposal is consistent with this Agreement and Exhibit A).

B. The College retains the unilateral right to require changes in the scope of services so long as the changes are within the general scope of work to be performed hereunder.

C. The following documents also constitute part of the contract and are attached as Exhibits _____ and incorporated by reference herein:

D. In the event of any inconsistencies or conflicts between the terms and conditions of the contract documents, the contract documents shall take precedence and control in the following order:

2. CONTRACT MODIFICATIONS: Except as provided in paragraph 1.B., this Agreement may be amended only as the College and Contractor mutually agree in writing. Except for the specific provision of the Agreement which is amended, the Agreement remains in full force and effect after amendment, and is subject to the same laws, obligations, conditions, provisions, rules, and regulations, as it was before the amendment.

3. TERM OF CONTRACT: The contract (s) for these services will be for a period of four (4) years, an initial two year term and an optional two (2) year term.

4. COMPENSATION AND METHOD OF PAYMENT: The College shall pay the Contractor:

5. PAYMENT OF STATE OBLIGATIONS: Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited. Invoices shall contain the following information: Contract No. Purchase Order Number and the Contractor's Federal ID number or Social Security Number, and other information as specified by the Procurement Officer. Invoices shall be mailed to:

Accounts Payable
St. Mary's College of Maryland
18952 E. Fisher Road
St. Mary's City, MD 20686

6. PROCUREMENT OFFICER: The College designates Daniel Branigan to serve as Procurement Officer for this Agreement. All contact between The College and Contractor regarding all matters relative to this Agreement shall be coordinated through the Procurement Officer.

7. DELAYS AND EXTENSIONS OF TIME: The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

8. SUSPENSION OF WORK: The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the College or the State.

9. CORRECTION OF ERRORS, DEFECTS, AND OMISSIONS: The Contractor agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this contract, without undue delays and without cost to the College. The acceptance of the work set forth herein by the College shall not relieve the Contractor of the responsibility of subsequent correction of such errors.

10. SET-OFF: The State may deduct from and set off against any amounts due and payable to Contractor any back-charges, penalties, or damages sustained by the State, by virtue of any breach of this Contract by Contractor or as otherwise permitted by law. Nothing herein shall be construed to relieve Contractor of liability for additional costs resulting from a failure to satisfactorily perform the services.

11. MULTI-YEAR CONTRACTS: If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the College's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the College from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the

Contract. The College shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

12. TERMINATION OF CONTRACT FOR DEFAULT: If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the College may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the College's option, become the College's property. The College shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the College can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11(B).

13. TERMINATION OF CONTRACT FOR CONVENIENCE: The performance of work under this contract may be terminated by the College in accordance with this clause in whole, or from time to time in part, whenever the College shall determine that such termination is in the best interest of the College or the State. The College will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

14. ELECTRONIC TRANSACTIONS. Electronic transactions are not permitted in connection with Agreement.

15. SUBCONTRACTING, ASSIGNMENT: Contractor may not, during the term of this Agreement or any renewals or extensions of the Agreement, assign or subcontract all or any part of the Agreement without the prior written approval of the Procurement Officer. Any approved subcontract or assignment is subject to all terms and conditions that the State deems necessary. The College is not responsible for Contractor's obligations to its subcontractors.

16. RESPONSIBILITY OF CONTRACTOR: Contractor shall perform the services with that standard of care, skill, and diligence normally provided by a contractor in the performance of similar services. If Contractor fails to perform the services, and such failure is made known to Contractor within two years after expiration of this Agreement, it shall, if required by The College, perform at its own expense and without additional cost to The College, those services necessary for the correction of any deficiencies or damage resulting from Contractor's failure. This obligation is in addition to and not in substitution for any other remedy available to The College.

17. INSPECTION; ACCEPTANCE: Contractor shall deliver the goods or services in accordance with the solicitation specifications. The College reserves the right to test any material, equipment, supplies, or services delivered to determine if the specifications have been met. Contractor must deliver the goods or services, free on board, to the point specified before or on the date specified. The College will reject any goods or services that are defective or fail to meet the specifications. Contractor promptly shall replace rejected materials. The College reserves the right to purchase replacement materials in the open market. If Contractor fails to replace properly-rejected materials promptly, it is liable for any excess price paid for the replacement, plus applicable expenses.

18. NON-EXCLUSIVE CONTRACT AND NO ASSURANCES OF WORK: The parties acknowledge and agree that this Contract is not exclusive and that the College may purchase the same or similar goods and services from other vendors. Further, the Contractor acknowledges that it has received no assurances of any minimum amount or type of work or any minimum amount of compensation under this Contract.

19. CONTRACTOR'S REQUIRED INSURANCE:

A. The Contractor shall secure, pay the premiums for, and keep in force until the expirations of this Contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this Contract.

1. Commercial General Liability Insurance including all extensions-
\$2,000,000 each occurrence;
\$2,000,000 personal injury;
\$2,000,000 products/completed operations;
\$2,000,000 general aggregated
2. Workmen's Compensation Insurance and Unemployment Insurance as required by the Laws of the State of Maryland.
3. Owner's Landlord's and Tenant's and Contractor's bodily injury liability insurance, with limits of not less than \$500,000 for each person and \$2,000,000 for each accident.
4. Property damage liability insurance with a limit of not less than \$2,000,000 for each accident.
5. If automotive equipment is used in the operation, automobile bodily injury liability insurance with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident, and property damage liability insurance, with a limit of not less than \$2,000,000 for each accident.
6. Food products liability insurance, if not included in the Comprehensive, with limits of not less than \$1,000,000 for each person and \$2,000,000 for each accident.

B. All policies for liability protection, bodily injury or property damage must specifically name or its face, St. Mary's College of Maryland and the State of Maryland as additionally named insureds as respects to operations under the contract and premises occupied by the Contractor provided, however, with respect to the Contractor's liability for bodily injury or property damage under items A(1) - (6) above, such insurance shall cover and not exclude Contractor's liability for injury to the property of the College and to the persons or property of employees, students, faculty members, agents, officers, trustees, invitees or guests of the College.

C. Each insurance policy shall contain the following endorsements: "It is understood and agreed that the Insurance Company shall notify in writing Procurement Officer forty-five (45) days in advance of the effective date of any reduction in or cancellation of this policy." A certificate of each policy of insurance shall be furnished to the Procurement Officer. With the exception of Workmen's Compensation, upon the request of the Procurement Officer a certified true copy of each policy of insurance, including the above endorsement manually countersigned by an authorized representative of the insurance company, shall be furnished to the Procurement Officer. A certificate of insurance for Workmen's Compensation together with a properly executed endorsement for cancellation notice shall also be furnished. Following the notice of Contract award, the requested Certificates and Policies shall be delivered as directed by the Procurement Officer. Notices of policy changes shall be furnished to the Procurement Officer.

20. COLLEGE POLICIES, RULES AND REGULATION: The Contractor agrees to abide by all College policies, rules and regulations in effect for all St. Mary's College of Maryland employees while working on the campus and/or dealing with any students off the campus in furtherance of the Contractor's obligations under this contract.

21. DISPUTES:

- A. Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this Disputes clause and SMCM Procurement Policies and Procedures, Section 8, "Protests and Appeals."
- B. As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.
- C. Prior to filing a contract claim, the contractor shall contact the Procurement Officer and attempt, in good faith, to resolve by mutual agreement any disputes or disagreements that arise in connection with the Contract. When a dispute cannot be resolved by mutual agreement, the contractor shall submit a written contract claim to the Procurement Officer for a decision, made in consultation with the Office of the Attorney General.
- D. The Procurement Officer's decision shall be final and conclusive unless the contractor mails or otherwise files a written appeal as provided by SMCM Procurement Policies and Procedures, Section 8, "Protests and Claims" within 30 days of receipt of the decision.
- E. Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the Procurement Officer's decision.

22. INDEMNIFICATION:

A. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless, and, if requested, defend the State of Maryland and St. Mary's College of Maryland and their trustees, officers, employees, representatives, and agents, from any and all claims, costs, damages, expenses, liability, losses, judgments, and causes of actions (including attorneys' fees, settlements made in good faith and arbitration awards) which arise out of or result from the performance of this Contract, including any acts or omissions of the Contractor, its officers, employees, subcontractors, or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnification which would otherwise exist as to any party or person.

B. The College is not liable in any action of tort, contract, or otherwise for any actions of Contractor arising out of this Agreement. The College shall not assume any obligation to defend, indemnify, hold harmless, or pay any attorneys' fees, claims, costs, expenses, judgments, or settlements that may arise from or in any way be associated with the performance or operation of this Contract.

C. The Contractor shall immediately notify the Procurement Officer by phone and in writing of any claim or suit made or filed against the Contractor or its Subcontractors regarding any matter resulting from or relating to the Contractor's performance of work under the Contract. The Contractor shall cooperate, assist, and consult with the College in the defense or investigation of any claim, suit, or action made or filed against the College as a result of or relating to the Contractor's performance under this Contract.

23. COMPLIANCE WITH LAWS: The Contractor hereby represents and warrants that:

- a. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. It is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- c. It shall comply with all federal, State, and local laws, regulations, and ordinances

applicable to its activities and obligations under this Contract; and

- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

24. COST AND PRICE CERTIFICATION: (Mandatory provision for all contracts and contract modifications (excluding real property leases and architectural services or engineering services contracts (see 25. below "Truth in Negotiations") if the contract or modification exceeds \$100,000 or a smaller amount determined by the procurement officer under State Finance and Procurement Article, §13-220.) The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

- a. A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or
- b. A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.
- c. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current.

25. TRUTH-IN-NEGOTIATION CERTIFICATION: (Mandatory provision for architectural services or engineering services contracts exceeding \$100,000.)

The Contractor by submitting cost or price information, including wage rates or other actual unit costs, certifies to the best of its knowledge, information and belief, that:

- a. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;
- b. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The College's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and
- c. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs.

26. CONTINGENT FEE PROHIBITION: The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

27. OWNERSHIP OF DOCUMENTS, EQUIPMENT AND MATERIALS: (a) Ownership. Contractor agrees that all documents, equipment, and materials including but not limited to reports, drawings, studies, specifications, estimates, maps, software, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for, or purchased by or for, Contractor because of this Contract shall at any time during the term of the Contract be available to The College and shall become and remain the exclusive property of The College upon termination or completion of the services. The College shall have the right to use same without restriction and without compensation to Contractor other than that provided in this Contract. The College shall be the owner for purposes of copyright, patent, or trademark registration, and Contractor hereby transfers to The College any rights it may have in the work produced pursuant to this Contract. Contractor

agrees that at all times during the term of this Contract and thereafter, the works created and services performed shall be “works made for hire” as that term is interpreted under copyright law. To the extent that any products created under this Contract are not The College works for hire, Contractor hereby transfers and assigns to The College all of its rights, title and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with The College in effectuating and registering any necessary assignment. (b) Third party; Indemnification. If Contractor obtains or uses for purposes of this Contract or any subcontracts any design, device, material, process, or work covered by patent, copyright, or trademark, Contractor shall ensure The College is licensed to possess and to use such design, device, material, process, or work. Contractor shall indemnify the State, The College, their officials, agents, and employees with respect to any claim, action, cost, or judgment for patent, trademark, or copyright infringement, arising out of the possession or use of any design, device, material, process, supplies, equipment, services or other work covered by this Contract.

28. RETENTION OF RECORDS: The Contractor shall retain and maintain all records and documents relating to the performance of this Contract for three (3) years after final payment by the College hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State of Maryland, including the procurement officer or designee, at all reasonable times.

29. NON-DISCRIMINATION IN EMPLOYMENT: The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

30. COMMERCIAL NONDISCRIMINATION CLAUSE:

As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. As a condition of entering into this Agreement, upon the Maryland Human Relations Commission’s request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State’s Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination,

disqualification by the State from participating in State contracts, and other sanctions.

31. NON-HIRING OF EMPLOYEES: No employee of the State of Maryland or any unit thereof, whose duties as such employee include matters relating to or affecting the subject matter of this contract, shall, while so employed, become or be an employee of the party or parties hereby contracting with the State of Maryland or any unit thereof.

32. DISSEMINATION OF INFORMATION: Contractor may not release any information related to the services or performance of the services under this Contract nor publish any final reports or documents without the prior written approval of The College. Contractor shall indemnify the State and The College, their officials, agents, and employees, from any liability that may be incurred by reason of dissemination, publication, distribution, or circulation, of any information, or materials pertaining to this Contract by Contractor, its agents, or employees.

33. BANKRUPTCY: Upon the filing of any bankruptcy proceeding by or against Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, Contractor must notify The College immediately. Upon learning of the actions herein identified, The College reserves the right at its sole discretion either to cancel the Contract or to affirm the Contract, and to hold Contractor responsible for damages.

34. ETHICS: This Contract is cancellable in the event of a violation of the Maryland Public Ethics Law by the Contractor or any College employee or official in connection with this procurement.

35. DRUG FREE AND ALCOHOL FREE WORKPLACE: The Contractor warrants that the Contractor shall comply with COMAR 21.11.08 Drug and Alcohol Free Workplace and that the Contractor shall remain in compliance throughout the term of the Contract.

36. CORPORATE REGISTRATION: Pursuant to 7-201 et seq. of the Corporations and Associations Article of the Annotated Code of Maryland, corporations and other legal entities not incorporated or formed in the State of Maryland shall be registered with the State Department Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201, before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.

37. FINANCIAL DISCLOSURE: Contractor shall comply with the provisions of Section 13-221 et seq. of the State Finance and Procurement Article, Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State certain specified information to include disclosure of beneficial ownership of the business.

38. POLITICAL CONTRIBUTION DISCLOSURE: The Contractor shall comply with the provisions of Section 14-101 et seq. of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland or a political subdivision of the State, including its agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administration Board of Election Laws a statement disclosing certain campaign or political contributions in excess of \$500.

39. FEDERAL LOBBYING PROHIBITION: In accordance with 31 U.S.C. § 1352, The College and Contractor, and any subcontractors are prohibited from using any federal funds for the purpose of lobbying Congress or any federal agency in connection with the awarding of a particular contract, grant, cooperative agreement, or loan. Any recipient of federal funds that received over \$100,000 in federal monies must also file a "Disclosure of Lobby Activities" form (Federal Form SF LLL). Contractor hereby specifically agrees to abide by all applicable requirements of 31 U.S.C. § 1352.

40. MARYLAND LAW PREVAILS: The laws of Maryland shall govern the interpretation and enforcement of this Contract.

41. PRE-EXISTING REGULATIONS: The regulations set forth in SMCM Procurement Policies and Procedures in effect on the date of execution of this Contract are applicable to this Contract.

42. NOTICES: All notices to the College shall be sent by first class mail to:

Daniel Branigan, Interim Procurement Officer
St. Mary's College of Maryland
18952 E. Fisher Road
St. Mary's City, MD 20686

All notices for the Contractor will be sent to:

Notice as required under this Agreement shall be sent via first class mail.

43. REPRESENTATIONS: Each party to this agreement represents and warrants to the other that it has full right, power, and authority to execute this Contract.

44. COMPLIANCE WITH ADA: Contractor shall comply with the Americans with Disabilities Act (ADA), 42 USC §§ 12101 et seq. and applicable regulations. To the extent required by the ADA, Contractor's facilities, services, and programs shall be accessible to persons with disabilities. Contractor shall bear sole responsibility for assuring that its activities under this Agreement conform to the ADA. Contractor shall indemnify the State in any action brought pursuant to the ADA for all damages, attorney fees, litigation expenses, and costs, if such action or proceeding arises from the acts of Contractor, or of Contractor's employees, agents, or subcontractors.

45. LICENSES, REGISTRATION AND QUALIFICATIONS: All work performed by the Contractor shall conform to all State and local codes and ordinances and such other statutory provisions that pertain to this class of work. Such codes, rules, regulations and local ordinances are to be considered part of these specifications. The College reserves the right to require that the Contractor demonstrate that it has the skills, equipment and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the project. The College has the option of requiring all personnel working on this contract to have copies of their license/registration forms on file with the Purchasing Agent at the College.

46. ANTI-BRIBERY: The Contractor warrants that neither it nor any of its officers, directors or partners, nor any employees who are directly involved in obtaining or performing contracts with any public body has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any state or the federal government.

47. ENTIRE AGREEMENT: This Agreement, together with the Exhibits and other documents incorporated by reference, represents the complete and final understanding of the parties. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

48. CONTRACT AFFIDAVIT BY CONTRACTOR: All terms and conditions of the Contract Affidavit, attached as Exhibit _____, are made a part of this contract.

WITNESS WHEREOF the parties hereto have executed this Agreement as of the date herein below set forth.

BY:

Witness/Attest

Authorized Signature

Date

(All College contracts
Require two signatures.)

BY: St. Mary's College of Maryland

Witness

Signature

Date

Witness

Signature

Date

Approved as to Form and Legal Sufficiency this _____ Day of _____, 2007.

Signed: _____
Assistant Attorney General



St. Mary's College of Maryland

at Historic St. Mary's City

ST. MARY'S COLLEGE ACTIVELY PROMOTES BUSINESSES TO APPLY FOR THE STATE OF MARYLAND MINORITY BUSINESS ENTERPRISE.

SEE IF "YOU" ARE ELIGIBLE TO PARTICIPATE

Should I Apply for MBE Certification?

- Is the firm a non-profit business organized to promote the needs of the physically and mentally handicapped population?
- Is your firm at least 51%-owned and operated by a disabled individual(s) OR a socially and economically disadvantaged individual(s) who also controls the firm?
- Is the disadvantaged owner's personal net worth less than \$1,500,000? (If the disadvantaged owner's personal net worth is less than \$750,000 please complete the MBE/DBE uniform certification application)
www.e-mdot.com/MBE_Program/DBE.html
- Is the disadvantaged owner a U.S. citizen or lawfully admitted permanent resident of the U.S.?
- Is the firm a small business that does not exceed the size standards in the areas in which it is applying for certification, according to the North American Industry Classification System (NAICS)? See <http://www.sba.gov/size/indexableofsize.html>
- Are you a member of the following groups: African American, Female, Hispanic American, Asian American, Native American, Alaskan Native, a Non-Profit Organization, or Disabled?

If you answered "Yes" to any of the questions above, you may be eligible to participate in the State of Maryland MBE Program

[Corporation/Partnership/LLC/LLP Application - Online Fillable Forms](#)

[Download Corporation/Partnership/LLC/LLP Application](#)

[Sole Proprietorship Application - Online Fillable Forms](#)

[Download Sole Proprietorship Application](#)

MBE Certification Application Checklists:

- o [Sole Proprietor](#)
- o [Partnership](#)
- o [Corporation](#)
- o [Limited Liability Company](#)

DO YOU HAVE ANY QUESTIONS OR NEED CLARIFICATION? Contact us at mbe@mdot.state.md.us

SMC-MBE-01A

**CERTIFIED MBE UTILIZATION
AND FAIR SOLICITATION**

AFFIDAVIT

In conjunction with the bid or offer submitted in response to Solicitation No. _____, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of ____ percent and, if specified in the solicitation subgoals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I commit to make a good faith effort to achieve this goal.
2. I understand that if I am notified that I am selected for contract award, I must submit the documentation described in the MBE Participation Exhibit within 10 working days of receiving notice of the potential award or from the date of actual award, whichever is earlier. If I fail to do so, I understand any apparent award will be deemed voidable.
3. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.
4. The solicitation process was conducted in such a manner so as to not place MBE subcontractors at a competitive disadvantage to non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Contractor/Firm Name

Signature of Affiant

Printed Name, Title

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

SMC-MBE-02B

MBE PARTICIPATION

SCHEDULE

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	Total Contract Amount \$
List Information For Each Certified MBE Subcontractor On This Project	
A. Minority Firm Name, Address, Phone	
MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
B. Minority Firm Name, Address, Phone	
MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
C. Minority Firm Name, Address, Phone	
MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract
D. Minority Firm Name, Address, Phone	
MBE Classification: _____	
MBE Certification Number	
Work To Be Performed	
Project Commitment Date	Project Completion Date
Agreed Dollar Amount	Percentage Of Total Contract

List additional MBE subcontractors on a separate sheet.

