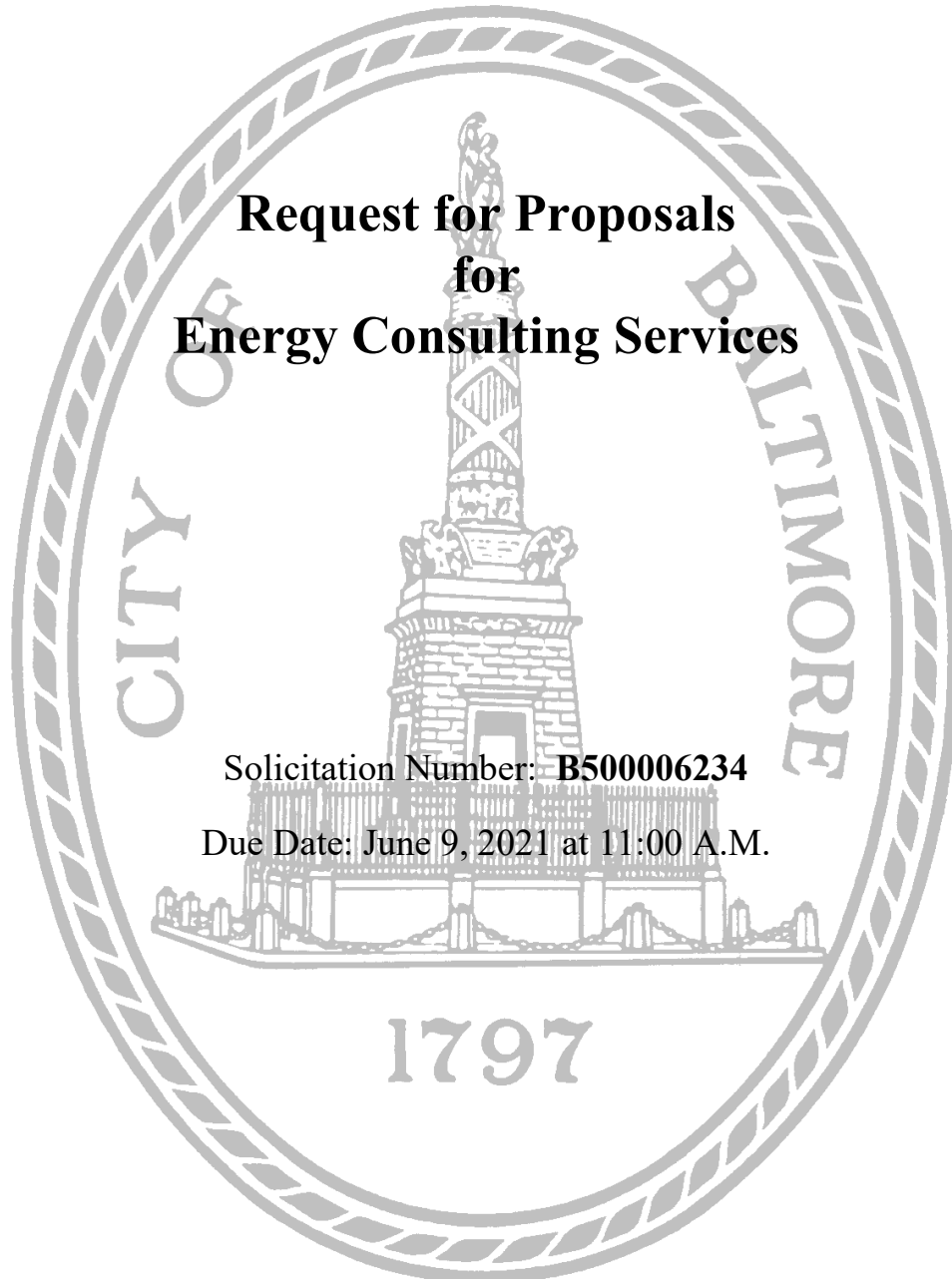


**City of Baltimore  
Department of Finance  
Bureau of Purchases**



**Request for Proposals  
for  
Energy Consulting Services**

Solicitation Number: **B500006234**

Due Date: June 9, 2021 at 11:00 A.M.

Any questions concerning this solicitation should be directed immediately to the buyer named below.

Joh Sedtal, Operations Manager  
Phone: (410) 396-5707  
Email: [joh.sedtal@baltimorecity.gov](mailto:joh.sedtal@baltimorecity.gov)

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**Important Notice to Vendors**

**Regarding Registration as a Requirement for Bidding**

- Anyone wishing to submit a bid or proposal must first be on the official bidder list for this solicitation. This is to ensure that bidders receive all subsequent information and addenda related to this solicitation.
- To be added to the bidder list you must be registered in CitiBuy and then download the solicitation.
- To register go to [www.baltimorecitibuy.org](http://www.baltimorecitibuy.org) and click on the “Register” link above the log in box.
- *Bids submitted by vendors who are not on the official bidder list will be returned as non-responsive.*

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**Solicitation**

Sealed bids or proposals submitted in accordance with the instructions contained in the Submission Instructions and addressed to the

Board of Estimates

for furnishing and delivering products or services as described herein and summarized in the table below

will be received in the

Office of the City Comptroller  
Room 204, City Hall, 100 North Holliday Street  
Baltimore, Maryland 21202

and will be publicly opened by the Board of Estimates on the date and at the times indicated below.

***Late submissions will not be accepted.***

MINORITY PARTICIPATION REQUIREMENT	None.
BID BOND	None.
PERFORMANCE BOND	None.
PRE-PROPOSAL MEETING DATE & TIME	Wednesday, May 19, 2021 at 1:30 pm
DUE DATE & TIME	Wednesday June 9, 2021 at 11:00 A.M. local time.
PUBLIC OPENING DATE & TIME	Wednesday June 9, 2021 at 12 Noon local time.

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Lara Simon,  
Assistant City Solicitor

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Keasha L. Brown, CPPO  
Acting City Purchasing Agent

**Statement of Work**

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

**SW1. SCOPE OF WORK**

A. The purpose of this solicitation to procure the best value for the City of Baltimore and surrounding jurisdictions in accordance with specifications and documents herein for purchasing ‘**Energy Consulting Services**’ for the Department of General Services, as further described in the Detailed Specifications section of this solicitation.

B. The Contractor shall provide and pay for all labor, materials, vehicles, parts, equipment, delivery, employee payroll and benefits, and all other supplies and services necessary for and reasonably incidental to furnishing the products or services specified herein, except where otherwise specified as being the responsibility of the City.

C. Refer to the Detailed Specifications section of this solicitation for requirements details.

**SW2. TERM OF AGREEMENT**

A. Effective Date. The term of this contract shall begin on the date the Board approved the award.

B. Expiration Date. The term of this contract shall expire one (1) years from the date the Board approved the award.

C. Renewals. The contract shall contain an option to renew for nine (9) additional one-year terms at the sole discretion of the City and BRCPC contracting entities.

**SW3. PRICING**

A. See the Detailed Specifications and the Bid Price Sheet in section B of this solicitation.

B. This service will be at no cost to the City.

**SW4. PRICE ESCALATION – There shall be no price escalation or adjustment.**

**SW5. MBE/WBE PARTICIPATION**

A. None required.

B. This supersedes paragraph GC18.

**SW6. PRE-PROPOSAL CONFERENCE/SITE VISIT**

A. There will be a mandatory Pre-Proposal Conference.

(1) Date: May 19, 2021

(2) Time: 1:30 pm

(3) Place / address: Baltimore Metropolitan Council  
McHenry Row  
1500 Whetstone Way  
Baltimore, MD 21230

B. Please restrict your firm’s team to not more than two (2) individuals.

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C. Proposers are advised to arrive on-time and take notes as they deem appropriate. The City will not make notes or minutes available.

D. Failure to attend will in no way relieve the Proposer from fulfilling any/all of the requirements, terms and conditions of the solicitation/contract.

E. The City is under no obligation to inform and/or report the results of the conference (e.g.: notes, minutes, etc.) to any Proposer attending or not attending the conference or arriving late, nor will the City provide such documentation. Proposers are advised to attend, to arrive on time and to take notes as they deem appropriate.

F. It is requested that any and all questions known in advance, or requests to reconsider any of the terms, conditions, and specifications contained herein, be directed via e-mail to the Buyer noted on the front cover, at least five working days prior to the pre-proposal meeting date, to give the City an adequate opportunity to review the proposal document and prepare a response to your questions. To the extent possible, all questions received in advance will be answered at the Pre-Proposal Conference.

G. Please advise the Buyer, as early as possible in advance of the meeting, of your intent to attend and the number of individuals that your firm will send. This will enable City staff to reserve adequate meeting space.

H. Verbal and written communications (except written addenda duly issued by the City) by any person(s) at the pre-proposal conference, or at any other time or place, will have no effect on nor otherwise change any term, condition or specification contained herein. Only written addenda duly issued by the City are recognized as amendments to this solicitation.

I. If there is a need for sign language interpretation and/or other special accommodations, it is requested that at least five (5) days advance notice be provided.

SW7. QUESTIONS – Any proposer having questions regarding this solicitation must submit them in writing, either via regular mail or e-mail to the Buyer indicated on the front cover of this solicitation, or via the CitiBuy question feature, which is the preferred method. Questions received late may not receive an answer.

**SW8. QUANTITIES**

A. Quantities, if any, contained herein are for proposal purposes only. They represent the City's estimate of its requirements; however, the actual quantities ordered may be more or less.

B. Regardless of the quantity and/or dollar amount of the award under this solicitation, the City reserves the right to place additional orders against this solicitation/contract and thereby increase the quantity and/or dollar award amount.

**SW9. BID GUARANTEE**

A. None required.

B. This supersedes paragraph GC2.

**SW10. PERFORMANCE GUARANTEE**

A. None required.

B. This supersedes paragraph GC23.

**SW11. INSURANCE REQUIREMENTS**

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A. The following coverage shall be provided:

(1) Commercial General Liability at \$1,000,000 per Occurrence; \$3,000,000 Aggregate.

(2) Errors & Omissions at \$1,000,000 per Occurrence.

(3) Worker’s Compensation, Minimum Statutory Requirement.

B. See also the Certificate of Insurance Coverage page in section B.

**SW12. CONTRACTOR RESPONSIBILITIES**

A. To provide and deliver all products and/or services specified herein and as requested by the City of Baltimore, in accordance with the Detailed Specifications.

B. To comply with all of the terms and conditions contained within this solicitation and all other relevant documents.

SW13. CITY RESPONSIBILITIES – To properly order services and/or products under this solicitation/contract, oversee the service and inspect and approve the services/products delivered, request purchase orders, and review, approve and process payment of proper invoices.

SW14. DELIVERY – Refer to the Detailed Specifications section.

**SW15. PROPOSER RESPONSIVENESS & QUALIFICATIONS**

A. Responsiveness: Anyone proposing on this solicitation shall properly complete and sign all proposal documents contained herein in Section ‘B’, beginning on page B-1, and including all pages and forms that follow thereto, and provide all other required and/or requested valid information and documents, in order to be considered responsive. Refer to paragraph SM2. Use additional sheets as necessary.

B. Qualification: During the bidding/proposing process, the bidder/proposer shall also provide all of the additional required and/or requested valid documents and information identified in paragraph SM2 to demonstrate, to the City’s satisfaction, that the bidder/proposer is qualified to provide/perform the product(s)/service(s).

C. Refer to paragraph SM2 for a complete list of documents and information to be submitted, and the format that it is to be submitted in.

D. Failure to provide the above required and/or requested documents and information shall be cause for rejection of the proposal submission at the City’s discretion.

**SW16. ADDITIONAL AWARD CONSIDERATIONS:**

A. Proposer Qualifications and Capacity

(1) The City may make such investigations as it deems necessary to determine the ability of the proposer to perform the work required by this solicitation, and the proposer shall furnish to the City all such information requested for this purpose; however, failure by the City to discover, or even attempt to discover, any inability of the proposer shall in no way excuse poor/non-performance by the contractor, nor shall it diminish the City's right to find the contractor in breach of the contract due to poor/non-performance as specified elsewhere herein under paragraph GC32.

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(2) The City reserves the right, at its sole discretion, to contact all references offered by the proposer with no further permission from the proposer, and to follow-up on other reference leads generated.

(3) The Board of Estimates for the City of Baltimore reserves the right to reject the offer of any proposer that the City determines is not qualified or desirable due to information discovered as a result of the proposing and evaluation process, or by some other credible source or method other than through the evaluation criteria set forth herein, or if the City determines that a conflict of interest exists.

(4) The City of Baltimore reserves the right to reject the offer of any proposer that has a significant outstanding debt to the City of Baltimore.

B. The City reserves the right to reject all proposals and to cancel this Solicitation requirement, or to revise the detailed specifications and issue an addenda or a new solicitation if the City determines at its sole discretion that for any reason, rejection, amending, cancellation, or re-solicitation is in the City's best interest.

SW17. SUBCONTRACTING – At least 51% of the goods or services specified in this solicitation that are ordered from each specific contractor must be provided by the awardee (i.e., the prime contractor), not by subcontractors. Contractors shall not subcontract unless they have prior written approval from the City.

**SW18. POINT OF CONTACT**

A. During the proposing, evaluation and award process, proposers are hereby instructed to communicate only with the Buyer indicated on the front cover of this solicitation. To do otherwise risks your getting misinformation from other sources or not getting necessary critical or corrective information as may be duly issued by addenda. Therefore, all communications shall go only through the named Buyer.

B. Following award, contact will be maintained with an agency representative to be determined for all day-to-day operational issues; however, any issue that will result in a change to the contract shall be communicated through the Buyer and approved in writing before the change takes effect.

**SW19. METHOD OF AWARD**

A. Award, if made, will be made to the responsive and responsible Proposer that receives the highest combined evaluation score for Technical Scoring and Fee Scoring as determined by the Evaluation Committee and approved by the Board of Estimates, per scoring as follows:

- (1) Compliance with Scope of Work. (30 points)
- (2) Consulting Experience. (30 points)
- (3) Staff Qualifications (30 points)
- (4) MBE/WBE Subcontracting Participation. (10 points)

(a) While not required, MBE/WBE subcontracting participation will be evaluated and taken into consideration.

B. Basic Responsiveness:

- (1) Basic Responsiveness is a Minimum Requirement and has no numerical value.

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(2) Price: Lump sum annual fee per energy commodity

C. After consideration of the factors set forth in this RFP, the committee will recommend award to the offeror whose proposal is most advantageous to the City.

D. This RFP will result in the submission of "proposals" (not "bids"), and the evaluation and award process will be based on both scored technical and price responses, not just price. Therefore, the City may enter into negotiations with offerors and invite "best and final offers" as deemed to be in the best interest of the City. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the City's sole discretion

E. Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forth-rightness at the time of proposal submission.

F. Non-acceptance of an individual offer may mean that one or more other proposals were more advantageous, or that all were rejected

**SW20. LIVING WAGE REQUIREMENT**

A. None required.

B. This supersedes paragraph GC15.A.(2)



## Detailed Specifications

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

### **1. BACKGROUND.**

- 1.1 The Baltimore Regional Cooperative Purchasing Committee (BRCPC) is a purchasing consortium consisting of county and local government jurisdictions in the Central Maryland region (hereinafter “BRCPC Entities”). In existence since 1968, BRCPC has purchased electricity cooperatively since deregulation of the Maryland power market began in 2000 and has purchased natural gas under the State of Maryland since the mid 1990's. During that period, most purchases for both markets have consisted of full requirements fixed rate pricing through a traditional government public bid process.
- 1.2 The purpose and mission of BRCPC is as followings: identify cooperative procurement opportunities; identify a lead buying entity to administer the cooperative procurement under their purchasing policy and procedures; save participants money, time and administrative burden through consolidation efforts; and share best practices and essential information.
- 1.3 In 2006, the BRCPC Entities evaluated the effectiveness of its electricity purchasing strategy and process since 2000 and consulted with a number of industry specialists. The BRCPC Entities concluded that its current municipal government procurement rules and regulations were not the most cost effective procurement and risk management methods for procuring energy commodities. Accordingly, the BRCPC Entities developed and approved a new strategy for procuring electricity in the Maryland deregulated marketplace.
- 1.4 The strategy is based on purchasing electricity on an hourly (Locational Marginal Price –LMP) and fixed rate block purchasing structure. Energy price risk is managed in conjunction with an approved risk management policy. The BRCPC Energy Board members currently purchase their electricity through a dedicated PJM subaccount managed by a Licensed Service Provider or LSP. A LSP is a business entity licensed by the State of Maryland and authorized to operate in the BGE electricity service territory. The strategy was implemented in 2006 and each BRCPC Entity has contracted with a Maryland licensed Electric Supply Service Provider (“Supplier”) to enable it to access the hourly and fixed rate block markets. The supply and transmission costs directly attributed to BRCPC’s member accounts are applied to BRCPC’s sub-account through this method, streamlining the billing process.
- 1.5 All BRCPC Energy Board member accounts are enrolled in the subaccount by the LSP, energy is competitively procured for all metered consumption, and reported in the subaccount based on a combination of fixed rate wholesale block purchases and PJM hourly prices (at BGE zone) in effect during the reporting period. All other PJM charges (capacity, transmission, ancillary costs, etc.) associated with the accounts are passed thru the LSP to the subaccount at cost. The LSP bills the

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accounts based on pre-determined budgeted rates developed by the energy consultant and approved by the BRCPC Energy Board. Billing rates are adjusted periodically to true up billed vs. actual costs of the supply portfolio.

- 1.6 Presently the Energy Board makes forward purchases of 5 – 50 MW blocks of energy and basis (both as On-Peak Off-Peak and Around the Clock) over a rolling three-year time horizon. All remaining supply costs and other charges associated with electricity such as capacity, transmission, and ancillary charges are fully passed through to the members’ accounts.
- 1.7 The current strategy is for the Board to build price stability by avoiding a single point exposure, i.e., making a fixed price commitment for 100% of energy requirements at a single point in time. This is accomplished through a dollar cost averaging mechanism where fixed rate blocks are purchased for portions of consumption over time such that by six (6) months prior to the beginning of a fiscal year the maximum desired level of price stability has been established for that period. The level of the fixed price commitments will increase for each period as it draws closer to the full commitment date (six (6) months prior to the fiscal year). The Board retains the flexibility to accelerate fixed block purchases when market opportunities arise and defer clock purchases when market prices are deemed unattractive or inflated. In general, this approach means that about 80% of the Board members’ electricity consumption is locked in via future fixed rate block purchases ahead of any month.
- 1.8 BRCPC’s Energy Board, through its subaccount, has obligations to purchase renewable energy for compliance with the Maryland’s Renewable Energy Portfolio Standards. These are presently purchased from Board member related renewable projects with the balance being purchased by WGL through the PJM subaccount.

**2. SCOPE.**

2.1 It is the intention of this solicitation that the Contractor shall furnish and Baltimore City, along with the other participating BRCPC entities, shall purchase energy consulting services for electricity and natural gas procurements covered by this contract which Baltimore City and the other BRCPC Entities may require during the period of time specified. Baltimore City and other BRCPC Entities may require any other energy consulting services during the term of this agreement.

2.2 The following jurisdictions are participating in this procurement for the following energy commodities, as members of the BRCPC purchasing consortium. Each jurisdiction will be contracting with the successful offeror separately as a result of the award of contract by Baltimore City Bureau of Procurement, the lead jurisdiction.

- 2.2.1 Electricity: Estimated 3800 Accounts, annual purchases approximately 1.62 million MWhs

Anne Arundel County Government  
Anne Arundel County Public Schools

Carroll County Government  
City of Aberdeen

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Anne Arundel County Community College	City of Annapolis
Baltimore City Government	City of Bowie
Baltimore City Public Schools	Harford County Community College
Housing Authority of Baltimore City	Harford County Government
Baltimore County Government	Harford County Public Schools
Baltimore County Libraries	Howard County Government
Baltimore County Public Schools	Howard County Public Schools
Community College of Baltimore County	Howard County Community College
Baltimore Museum of Art	Walters Art Museum
Baltimore County Revenue Authority	

2.2.2 Natural Gas: Estimated 1150 Accounts, annual purchases approximately 2.5 bcf

Anne Arundel County Government	Baltimore County Revenue Authority
City of Annapolis	Community College of Baltimore County
City of Bowie	Carroll County Government
Baltimore City Government	Harford County Community College
Housing Authority of Baltimore City	Harford County Government
Baltimore County Government	Harford County Public Schools
Baltimore County Libraries	Howard County Government
Baltimore County Public Schools	Howard County Public Schools

2.3 The Contractor shall provide the following services to assist the BRCPC Entities in their procurement of electricity and natural gas:

2.3.1 Energy procurement strategy development and implementation

2.3.1.1 Gather market data and prepare all necessary market analysis to assist in the development of the energy procurement strategy, including renewable energy.

2.3.1.2 Identifying risk profiles, time frames, and cost targets.

2.3.2 Procurement of retail supplier to purchase electricity and natural gas on the wholesale markets.

2.3.2.1 Data Collection: Historical electricity data for all of the accounts must be collected, checked for accuracy, compiled, analyzed and placed into a format that can be easily provided to all potential suppliers.

2.3.2.2 Identify and Qualify Retail Suppliers: Identify all viable suppliers and put them through a pre-qualification process. This process will consider financial stability, ability to serve, review of existing arrangements/contracts, credit issues, day ahead purchasing capability/flexibility, contract terms and conditions and other criteria.

2.3.2.3 Contracting and Implementation: Analysis, evaluating and recommendation to assist in selecting the supplier of choice.

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2.3.3 Provide ongoing advice on energy commodity strategy and execution as the BRCPC Entities purchase electricity and natural gas directly in the wholesale markets.

2.3.4 Contract Performance Tracking and account reconciliation

2.3.4.1 Contract Performance Monitoring: Monitor actual contract performance versus expected performance, impact of fixed price contracts and/or provider of last resort pricing. This will include analysis and monitoring of local distribution rates for impact on contract performance.

2.3.4.2 Reporting: Provide quarterly reports for overall energy strategy performance and recommendations for any adjustments to energy procurement policy and strategy. Annual performance reporting shall be provided on a fiscal year basis. Reports will be provided in electronic and hard copy.

2.3.4.3 Budget Projections: Provide forecast price and cost data and advise the BRCPC Entities the impact of hedging energy prices with fixed cost purchases. Prepare annual budgets and mid-year update.

2.3.5 Provide ongoing advice on renewable energy procurement, markets, and REC prices.

2.3.5.1 Advise on timing, structure, and size of renewable procurement, including Virtual Power Purchase Agreements, Off-Site Physical Power Purchase Agreements and Renewable Energy Credits.

2.3.5.2 Advise on renewable energy goal realization, including decarbonization and setting time-based renewable goals that require matching energy demand with renewable energy produced

2.3.5.2 Assist in evaluation of PPA bids, including economics of potential projects, transmission risk, carbon reduction, financial strength and potential regulatory issues

2.3.5.3 Support integration of large-scale renewable energy supply with traditional retail electricity supply/contracts

2.3.6 Energy Market Reports and Reporting: Submit current energy market information available via the web and also through a more customized reporting process. Preparation and presentation of a customized energy report package for the BRCPC meetings. The report package will include current forward market prices, comparisons to local utility default rates, market cost estimates for the electric and natural gas accounts, and current prices for renewable power purchase agreements.

2.3.7 The Contractor shall attend all meetings requested by the BRCPC Entities as a group or individually. The Contractor shall also provide all information and reports as requested by the BRCPC Entities or by each entity individually. The Contractor shall also attend the BRCPC Energy Board meeting once a month and present a report on the portfolio performance and activity for each energy being procured by the BRCPC entities.

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2.3.8 In the future, Baltimore County and the other Participating Entities may request that the Contractor provide energy consulting services for other energy commodities such as vehicle fuels, heating oil, and similar products as an addition to the original contract scope of work. Other energy consulting services may include, but not be limited to, any services related to demand load response programs, beneficial electrification, energy conservation, energy best practices, and any services related to energy demand and energy supply. Any and all energy consulting services may be included and provided under this Agreement. Baltimore County and the other Participating Entities, and the Contractor shall negotiate the additional scope of work and the pricing structure and shall enter into an amendment to this Agreement.

**3. PROPOSAL REQUIREMENTS.**

3.1 Each Offeror’s proposal must include the following:

3.1.1 Detailed plan of services to be provided.

3.1.2 Consulting experience including past and current.

3.1.3 Contracts, references, contacts, scope of work and savings realized.

3.1.4 Corporate staff including resumes and how responsibilities are to be assigned.

**4. ESTIMATED PROCUREMENT SCHEDULE.**

4.1 May 4, 2021: RFP solicitation is posted-up.

4.2 May 19, 2021: RFP Pre-Proposal Conference held at BMC or Online.

4.3 June 9, 2021: Bid opening for energy consulting services RFP.

4.4 June 16, 2021: Evaluation Committee meets to short list Offerors.

4.5 June 22, 2021: Oral presentations.

4.6 June 30, 2021: Evaluation committee makes award recommendation.

4.7 August 1 – October 31, 2021: Contracts executed.

4.8 November 1, 2021: Energy consulting services contract start-up.

**6. ORAL PRESENTATION.** Offerors may be required to clarify their proposals by making individual presentations to the evaluation committee.

**7. COOPERATIVE PURCHASE.**

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7.1 The City reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this bid to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements which may be appended thereto. The supplier/contractor agrees to notify the issuing body of those entities that wish to use any contract resulting from this bid and will also provide usage information, which may be requested.

7.2 The City assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this bid. All purchases and payment transactions will be made directly between the contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid/proposal response.

**8. INSURANCE.**

8.1 The successful contractor will be required to execute a Certificate of Insurance form furnished by the City in accordance with the attached requirements. The successful contractor will have fifteen (15) calendar days to comply with this requirement, excluding County holidays and non-work days, if applicable.

8.2 The Insurer must maintain the insurance coverages required by the City while this agreement is in force, including automatic renewal terms, and shall provide documentation of such insurance in a form satisfactory to the County when required.

8.3 In the event the Contractor changes their insurance carrier, a new Certificate of Insurance must be requested from the City and completed by the new insurance carrier within ten (10) days of the change of policy.

**9. PRICES AND INVOICING.**

9.1 Prices shall be quoted for each energy category for the entire BRCPC Entities. Prices shall essentially be a retainer for providing unlimited hours of service in accordance with the scope of work. Prices shall include all areas of cost including but not limited to all labor, supervision, administrative technical support, reports, documentation, mileage, and communication expenses, overhead, profit and all items of cost. There shall be no additional charges assessed during the life of the contract for the contract scope of work, including all renewals.

9.2 Each BRCPC Entity shall be invoiced and shall pay a percentage of the contract price for each energy category. This percentage shall constitute that portion of the contract price equal to said entity's percentage of the BRCPC's energy usage for that energy category. Invoicing shall be issued monthly to each entity for said entity's portion of the contract price. Invoices must be legibly prepared showing the full description and price of services. Authorization to pay invoices will be given by the using agency for the entity prior to payment of invoices.

9.3 From time to time, a new entity may wish to join the BRCPC Entities for purchasing one or both energy commodities. Said entity shall agree to all terms, conditions, and prices of the existing contract and shall execute a contract with the Contractor. In addition to the monthly

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contract price, the new entity shall pay the Contractor a one time initiation fee of \$25,000.00. The Contractor shall credit this savings one time to the remaining BRCPC Entities proportionate to the entity contribution. The addition of a new entity shall require that the Contractor recalculate each entity's percentage of the contract price (the entity's contribution), and to change the invoicing accordingly. The addition of a new entity may possibly also institute a recalculation of each entity's contribution in conformance to Section 17.4 of this bid solicitation.

### **10. ESCALATION.**

10.1 All prices offered herein shall be firm against any increase for one (1) year from the effective date of the contract. Prior to commencement of subsequent renewal terms, Baltimore City and the other BRCPC Entities may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower.

10.2 For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

10.3 Baltimore City and each BRCPC Entity reserves the right to accept or reject the request for a price increase within thirty (30) days. If the price increase is approved, the price will remain firm for the renewal year in which it was requested.

10.4 If the volume of energy, for all BRCPC Entities in total, increases in either energy category by more than 50% of the original volume, the Contractor may request an escalation in the contract price for that energy category. Again, Baltimore City and each BRCPC Entity reserves the right to accept or reject the request for a price increase within thirty (30) days. If the price increase is approved, the price will take effect at the commencement of the next renewal year and will remain firm for that renewal year.

**11. ADDITIONS TO THE SCOPE OF WORK.** In the future, Baltimore City and the other BRCPC Entities may request that the Contractor provide energy consulting services for other energy commodities such as vehicle fuels, heating oil, and similar products as an addition to the original contract scope of work. Other energy consulting services may include, but not be limited to, any services related to demand load response programs, energy conservation, energy best practices, and any services related to energy demand and energy supply. Any and all energy consulting services may be included and provided under this term contract. Baltimore City and the other BRCPC entities, and the Contractor shall negotiate the additional scope of work and the pricing structure and shall mutually agree to this contract before it becomes part of the contract. Any additional scope of work can either be added to the contract for Baltimore City and the other BRCPC entities as a group, any combination of entities, or any individual entity.

(a) **SUBMISSION INSTRUCTIONS**

(NOTE: Where this section differs from the General Conditions, this section shall prevail.)

**SM1. BIDDERS MUST BE REGISTERED**

A. Anyone wishing to submit a bid or proposal must first be on the official bidder list for this solicitation. This is to ensure that bidders receive all subsequent information and addenda related to this solicitation.

B. To be added to the bidder list you must be registered in CitiBuy and then download the solicitation.

C. To register go to [www.baltimorecitiBUY.org](http://www.baltimorecitiBUY.org) and click on the “Register” link above the log in box.

D. *Bids submitted by vendors who are not on the official bidder list will be returned as non-responsive.*

**SM2. SUBMISSION INSTRUCTIONS.**

A. This is a One-Step Proposal process, which may include some limited negotiation. You will find an envelope/package label following this section. Each Proposer shall prepare its proposal submission in the following manner and format.

B. The following format/layout must be followed and all submissions must include the following.

(1) Section “B” pages, B-1 and all pages and forms that follow, shall be fully completed and signed, including one (1) complete “Original” and eight (8) exact and complete “Duplicate” copies. Be sure to include all information and forms also identified on the Section ‘B’ pages. Use additional sheets if necessary.

(2) Two (2) complete “Public Access Copies”, if required, due to confidential information. Refer to paragraph SM4.

(3) Be sure the “original” and each “duplicate” copy includes the following additional information and/or documents as applicable:

(a) Demonstrate that your firm has been, and remains, in the business of supplying the services or products specified herein, for at least 5 years, and has the resources and capacity to fulfill, provide and/or perform all of the requirements and provisions of this solicitation/contract

(b) Provide information regarding a list of your major clients and other governmental contracts that your firm currently holds, or has held in the past 5 years, while providing the products/services specified herein.

(c) Copies of the ‘Firms’ license to do business in Maryland.

(d) Provide clear and concise Technical information that documents the following and/or demonstrates your experience, understanding and capability to perform and/or support/assist in the requirements, as applicable, of this solicitation.

((1)) General Cover Letter

((2)) Executive Summary



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((3)) Detailed technical proposal highlighting firm’s expertise in each of sections:

- ((a)) 2.3.1 of the Detail Specifications above
- ((b)) 2.3.2 of the Detail Specifications above
- ((c)) 2.3.3 of the Detail Specifications above
- ((d)) 2.3.4 of the Detail Specifications above
- ((e)) 2.3.5 of the Detail Specifications above
- ((f)) 2.3.6 of the Detail Specifications above
- ((g)) 2.3.7 of the Detail Specifications above
- ((h)) 2.3.8 of the Detail Specifications above

- (e) Signed copies of all addenda issued for this solicitation (if any).
- (f) A list of any deviations, exceptions, modifications and/or alterations.
- (g) Any additional information the proposer wishes to provide to the City.

(4) Failure to provide the above required documents and information shall be cause for rejection of the proposal at the City’s discretion.

**C. ONE (1) ORIGINAL (SUBMIT ALL PAGES IN SECTION B.)**

(1) Prepare, and submit using the envelope/package label provided, one complete original Proposal using 8½” x 11” white bond paper (unless specific forms are provided). Use the proposal documents included in your solicitation package beginning on page B-1 and all pages and forms that follow.

(2) Be sure the original is clearly marked as “Original”. Be sure the original is signed in blue ink (or some color other than black).

(3) The original must be submitted as stapled or otherwise similarly bound document.

**D. EIGHT (8) DUPLICATES (SUBMIT ALL PAGES IN SECTION B.)**

(1) For information and reference purposes. A copy will be available to all Offerors and the general public in the Comptroller’s Office after bids have been opened. Each duplicate must be a stapled or otherwise similarly bound document. Be sure all duplicate copies are clearly marked as “Duplicate.” Failure to provide the required number of complete duplicate copies may result in rejection of your bid/proposal at the City’s sole discretion.

(2) The City will not photocopy your submissions for the purpose of helping you comply with this provision. Failure to provide the required number of complete duplicate copies may result in rejection of your Proposal at the City’s sole discretion.

**E. ADDENDA.** Attach signed copies of all Addenda received in connection with this bid.

**SM3. PUBLIC ACCESS TO PROPOSALS.**

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A. By signing and submitting a proposal in response to this solicitation, the Proposer acknowledges that all documents, information and data submitted in its proposal shall be treated as public information, unless otherwise identified as instructed below.

B. The City of Baltimore shall, therefore, have the undisputed right to release any/all of the offeror's documents, information and data to any party requesting same without further permission from the Proposer.

C. The City of Baltimore and its representatives shall in no way be responsible for inadvertent disclosure of any proprietary or confidential information.

**SM4. TWO (2) 'PUBLIC ACCESS COPIES' & IDENTIFYING PROPRIETARY CONFIDENTIAL INFORMATION**

A. If your proposal does contain proprietary or confidential information and you do not wish to have it disclosed, you **MUST** clearly state in large red letters, including on:

- (1) The outside of your proposal box, package or envelope;
- (2) The outside front cover of your proposal document including all copies; and
- (3) On each applicable page of your original and each duplicate copy of your proposal, indicating that your proposal contains proprietary and/or confidential information.

B. Be sure to clearly flag and identify the specific proprietary/confidential information contained on each page. Do not claim your entire document as generally being proprietary or confidential.

C. The City still shall not be responsible for inadvertent disclosure.

D. Be sure to provide all requested information in response to each specific question and/or any other request for information in the order and format stipulated in this Solicitation. Do not give partial answers, and do not leave questions blank.

E. If proprietary/confidential information is included, the Proposer shall also submit *two (2) complete additional copies* of its proposal but with all proprietary/confidential information either excluded or redacted, and the reason given. These copies shall be clearly marked on the front cover and on the initial page "Public Access Copy".

**SM5. GENERAL SUBMISSION COMMENTS**

A. Preparation and submission of a proposal in response to this Solicitation plus any subsequent addenda signifies the Offeror's knowledge, understanding and acceptance of, and willingness to abide by, all terms, conditions, specifications, and other requirements contained and set forth in this Solicitation, without exception, including any addenda duly issued.

B. Fancy covers and binders are not necessary; however, the above submittal instructions must be followed.

C. The "original" proposal shall be typed or printed in ink using the set of documents included in your Solicitation package. "Duplicate" copies must be photo-copied by the Offeror.

D. The "original" proposal documents should be signed in blue ink. All "Original" and "Duplicate" Proposal responses and other attachments, related documents and correspondence, including all follow-up documents and correspondence, shall be typed or written in English.

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E. All prices/percentages and/or other monetary figures shall be in United States dollars. Be sure to fully complete and submit all of the proposal documents beginning on page B-1 and all documents that follow thereafter.

F. Do not insert or include any exception, modification, alteration or deviation not approved in writing by the City Purchasing Agent per instructions elsewhere in this solicitation.

G. Any approved exception, deviation, modification or alteration shall be prominently displayed and flagged for quick, easy, and obvious identification and shall include a list of same at the front of each copy of the proposal. Otherwise, the City shall assume that you are responsive and in full compliance with all terms, conditions, specifications and requirements contained in this solicitation, and if awarded the contract, you shall be held to the terms, conditions, specifications and requirements as stated herein the same as if you had not taken an exception, deviation, modification or alteration

H. Failure to fully complete and submit any of the solicitation documents or other requests for information per the above instructions will be grounds for rejection of your proposal at the sole discretion of the City of Baltimore.

I. Notify the Buyer immediately if Solicitation document pages are or appear to be missing, or if any part of your solicitation package does not appear correct.

J. The City is not responsible for lost material or late delivery by the Offeror or any postal or other delivery services. Do not assume that the evaluator(s):

- (1) Has special knowledge about your firm, or
- (2) Has general knowledge about your product/service.

K. Evaluators cannot and will not attempt to seek out and/or import required information that may be included in other areas of your proposal, and will not attempt to rearrange, interpret, make assumptions about, or otherwise second-guess what you might have meant to say in your responses given in your bid/proposal

L. If your complete response to any specific question or other specific request for information is not found where it is expected to be found, per the Solicitation's format instructions, it will be considered as missing and therefore non-responsive

M. Failure to provide complete and concise responses to all questions and other requests for information according to the format as stipulated and required herein shall risk making your proposal non-responsive and may result in rejection, at the City's sole discretion, and/or may result in a significantly reduced evaluation score

N. All costs to the City shall be included in, and made a part of, the unit proposal prices submitted by the Offeror at the time of proposal submission, without exception, unless otherwise specified in this document.

O. All prices shall remain firm for the full contract term including extensions thereof, unless an adjustment provision has been stipulated in this Solicitation.

P. All data provided by the City of Baltimore (City) shall remain the property of the City, and all data provided by the Proposer/Contractor, either at the time of proposal submission and/or during the performance of this contract, shall become the property of the City, as regards this solicitation and any resulting contract.

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Q. In the event of a dispute between the Original proposal document and any duplicate document, or any electronic media, the Original shall prevail.

Continued on next page

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Note: Offerors are to attach the label below to the box(s), package(s), or envelope(s) (“package”) containing their submission documents. (See “Submission Instructions” for details.) You may make additional copies for use on multiple packages, when ever more than one package is required due the size, volume and required number of duplicate copies of the proposal submission package. It is advised that you number each package to better ensure that all are accounted for (e.g.: 1 of 3; 2 of 3; 3 of 3; etc.). Also, clearly mark which package contains the “Original” document and the “Bid Bond/Check” (if required).

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Solicitation #: **B50006234**

Solicitation Name: **ENERGY CONSULTING SERVICES**

**To: Office of the City Comptroller  
City Hall, Room 204  
100 North Holliday Street  
Baltimore, MD 21202**

**BID SUBMISSION**

**Package # \_\_\_\_\_ of \_\_\_\_\_**

**General Conditions of Bid, Proposal, and Contract**

(NOTE: Bidder, Proposer, Offeror, and Vendor all have the same meaning herein.)

**GC1. ORDER OF PRECEDENCE**

A. In the event of a conflict between similar terms in any of the various contract components such as the General Conditions, Special Conditions, Specifications, Bid or Proposal Forms, or other related documents, the following order of precedence shall apply.

- (1) Addenda (more recent having precedence over older).
- (2) Statement of Work.
- (3) Detailed Specifications.
- (4) General Conditions.
- (5) Bid/Proposal forms, including MBE/WBE package.
- (6) All other related documents issued by the City.
- (7) Offeror's submission.

B. In the event of a conflict among similar terms, conditions, or language between or within contract components, the term, condition, or language that is in the best interest of and most advantageous to the City shall prevail, as determined at any time, including after award, by and at the sole discretion of the City Purchasing Agent.

C. In the event that an individual term, condition, or language is determined at any time, including after award, by the City Purchasing Agent to be "not applicable at all" to this contract, then the term, condition, or language wording may be disregarded, even though an addendum is not issued. However, if the City Purchasing Agent determines that the term, condition, or language is "applicable in part," then the term, condition, or language will apply to the degree applicable, even though an addendum is not issued.

D. In the event of a discrepancy or dispute between the Offeror's "Original" submission document and any of its duplicate copies, the "Original" shall prevail.

**GC2. GUARANTEE/DEPOSIT.** (Bids or Proposals, when filed, shall be IRREVOCABLE.)

A. All bids/proposals (unless otherwise noted) shall be accompanied by one of the following:

- (1) A One-Time Bid Bond; or
- (2) An Annual Bid Bond or Continuous Bid and Performance Bond which must be on file at the time of bid receipt; or

(3) A DEPOSIT OF \$5,000 OR LESS by a check of any type drawn upon any solvent clearing house bank of the United States, a Registered Check or U. S. Postal Money Order, or

(4) DEPOSIT OF MORE THAN \$5,000 by a Certified Check, Bank Cashiers Check or Bank Treasurers Check.

B. All bid guarantees (unless otherwise noted) shall be computed as stipulated below, made payable to the "Director of Finance" and submitted with the bid.  
Amount of Bid

- (1) For bids of \$100,000 and under:  
None
- (2) For bids over \$100,000: 2% of the total bid.

C. Where an award is made, the Contract and Performance Bond requirements shall be promptly and properly executed. The requirements of prompt execution will be considered as fulfilled if accomplished within thirty (30) working days after award. Checks and/or a Bid Bond shall be forfeited to the City as liquidated damages, as required by Article VI, Section II of the City Charter, for failure to comply with this requirement. Upon execution of the Contract and Performance Bond, the City shall refund to the successful Offeror the amount deposited or release the amount charged against the bond as bid guarantee.

D. A bid guarantee posted by unsuccessful Offeror's shall be refunded or released promptly after an award is made.

**GC3. RESERVATIONS.** The Board of Estimates reserves the right to:

- A. Increase award(s) by 25% within thirty (30) days after award;
- B. Reject any or all bids/proposals and/or waive technical defects if, in its judgment, the interest of the City shall so require; and/or

C. Retain all Bid/Proposal documents whether rejected or not.

**GC4. AFFIDAVITS AND BID/PROPOSAL DOCUMENT**

A. All bids/proposals will be completed and submitted on the attached Bid/Proposal document in duplicate. Any additional information and/or deviations to the specifications will be in the form of attachments thereto.

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B. An authorized person must sign the Bid/Proposal and affidavit signature page. If a bid is submitted on behalf of any corporation, any authorized officer as agent must sign it in the name of the corporation thereof. If practicable, the seal of the corporation shall be applied.

C. Failure to comply may be cause for rejection of Bid/Proposal.

GC5. INDEMNIFICATION. The Offeror shall indemnify, save, defend and hold harmless the Mayor and City Council of Baltimore, its officers, employees and agents (“City”) from any and all liability, claims, demands, suits and actions, including attorney’s fees and court costs connected therewith, brought against the City, as a result of any direct or indirect, willful or negligent act or omission of the Offeror, its officials, employees, subcontractors or agents in the performance of the contract.

### GC6. FAIR COMPETITION

A. Competition is encouraged even though a particular manufacturer’s name or brand is specified to indicate the level of quality desired. Bids/proposals will be considered on other brands as “or equal” when the Offeror indicates clearly the product (Brand and Model Number) which is being offered. A sample or sufficient data in detail to enable a proper comparison to be made with the particular material specified shall be included. The City Purchasing Agent, considering equality of design, construction and function will make the determination of the acceptability of an equivalent product.

B. No Offeror will be allowed to offer more than one price on each item. If said Offeror should submit more than one price on any item, all prices for that item will be rejected at the discretion of the City Purchasing Agent.

C. To better insure fair competition and to permit a determination of the lowest responsive and responsible Offeror, proposals may be rejected if they show any irregularities, conditions, non-conformities, or bids obviously unbalanced.

D. Samples, where required, shall be delivered to the Bureau of Purchases, 231 East Baltimore Street, Suite 300, Baltimore, Maryland 21202, unless otherwise stated in the specifications. Packages shall be marked “Samples for Bureau of Purchases”, with the name of the Offeror, Contract Number and Item Number. Failure of the Offeror to furnish an itemized packing list and clearly identified samples as indicated may be considered sufficient reason for rejection of the Bid/Proposal. The City Purchasing Agent reserves the right to retain or destroy the samples submitted for the purpose of evaluation and will be free from any redress or claim on the part of the Offeror, if any samples are lost or destroyed. Upon notification by the City Pur-

chasing Agent that a sample is available for pickup, it shall be removed within thirty (30) days, at the Offeror’s expense or the City Purchasing Agent will dispose of same at his discretion. All deliveries under the contract shall conform in all respects with samples and/or data as submitted and accepted as a basis for the award.

E. This solicitation does not commit the City of Baltimore to award a contract or reimburse an offeror for any cost incurred in the preparation of the bid/proposal or for the cost of samples which were submitted as a bid/proposal requirement.

GC7. CONFLICT OF INTEREST. By executing this contract, the Offeror asserts that it has not engaged in any practice or entered into any past or ongoing contract that would be considered a conflict of interest with the instant contract. Offeror agrees to refrain from entering into all such practices or contracts during the term of this instant contract (and any extensions thereto), including any agreements and/or practices that could give rise to even the appearance of a conflict of interest. Furthermore, the Offeror asserts that it has fully disclosed to the City any and all practices and/or contracts of whatever nature or duration that could give rise to even the appearance of a conflict of interest with the parties or subject matter of the instant agreement and will continue to do so during the term of this contract and any extensions thereto. Additionally, the Offeror warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the Offeror, to solicit or secure this contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Offeror, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

GC8. DEVIATIONS FROM SPECIFICATIONS. All deviations from the specifications must be noted in detail by the offeror, in writing, at the time of submittal of the formal bid/proposal. In the absence of a written list of specification deviations at the time of submittal of the bid/proposal, the offeror shall be held strictly accountable to the City of Baltimore for the specifications as written. Any deviation from the specifications as written, not previously submitted and accepted, is ground for rejection of the material, equipment and/or services when delivered or performed.

### GC9. CHANGES TO SPECIFICATIONS

A. Any person contemplating submitting a Bid/Proposal for this contract requesting a change in or uncertain as to the true meaning of the specifications or other contract documents or any part thereof, must submit to the City Purchasing Agent a written request for said change or interpretation. Said request, with supporting documents, drawing, *et cetera*, shall be re-

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ceived by the City Purchasing Agent on or before ten business days prior to the day on which the Bid/Proposal is due. Any substantive change or interpretation of the contract documents or specifications, if made, will be made only by addendum duly issued. A copy of such addendum will be furnished to each known person receiving a set of such documents. The City will not be responsible for any explanations, changes, or interpretations to the proposed documents made or given prior to the award of the contract.

B. Any Offeror who intends to submit a bid/proposal must obtain a complete solicitation package from the Bureau of Purchases. Packages can be obtained by registering on the Internet at [www.baltimorecitibuy.org](http://www.baltimorecitibuy.org).

GC10. **CONDITIONAL, QUALIFIED OR NON-RESPONSIVE BIDS/PROPOSALS.** Bids/ proposals shall be submitted in a form and manner as indicated by the proposal document and proposal forms. Any proposal, which is not submitted in a form and manner indicated by the proposal document and proposal forms or which contains information, statements, conditions, or qualifications which place conditions or qualifications on the proposals submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications on the proposal submittal for purposes of making an award, or which alter any proposal terms, conditions, specifications, or forms, which had not previously been approved by written addendum issued by the City Purchasing Agent, or which does not meet legal requirements shall be declared as a qualified, conditional, or non-responsive proposal and shall be rejected without further consideration. Any proposal response that does not fully respond to and comply with all the detailed specifications or other requests for information including execution of proposal forms may be declared “non-responsive” by the City and recommended for rejection. The City of Baltimore shall not be responsible for any errors or omissions of the Offeror.

GC11. **WAIVER OF TECHNICALITIES IN SPECIFICATIONS.** Minor differences in specifications or other minor technicalities may be waived at the discretion of the Board of Estimates upon the recommendation of the City Purchasing Agent.

GC12. **OMISSIONS OF SPECIFICATIONS.** The omission by the City of any specifications or details of any specification which would normally apply to the product or service specified herein, shall not relieve the Offeror from fulfilling those required specifications needed to provide an end product or service best suited to the intended purpose of this contract as determined by the City Purchasing Agent.

GC13. **CLARIFICATION OF PROPOSALS**

A. If during the evaluation process, the City (or Evaluation Committee – hereinafter referred to as “City”) determines that it needs clarification on a portion(s) of the Proposal, the City may require the Offeror to appear before the City at a time and place to be specified by the City, and request the Offeror to clarify that portion(s) of the Proposal which is in question; however, the City is under no obligation to do so. The term “clarification” used herein shall simply mean the Offeror may “explain and/or make clear” the “meaning or understanding” of some specified portion of the Offeror’s original submission upon request of the City.

B. Offers may also request clarification of the requirements of a Request for Proposals or Bids and may request deviations from those requirements.

C. The cut-off for submission of questions or deviations shall be at 4:00 p.m. on the fifth working day prior to the Bid/Proposal due (as amended by written addenda, if any). No questions or requests for deviations from specifications will be accepted after that time.

D. Failure of the City to respond to questions or requests for deviations shall be construed as confirming that the terms and conditions of the Request for Proposals or Bids remain as issued or formally amended.

GC14. **DELIVERY AND F.O.B. POINT**

A. Each Offeror shall guarantee that it will deliver materials, equipment and/or perform services in accordance with the delivery schedule as outlined in the contract.

B. All materials, equipment and/or services shall be bid F.O.B. Destination (delivered) unless otherwise clearly specified by the City.

C. If delivery or execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control and without fault or negligence by the Offeror, the Offeror shall notify the City Purchasing Agent, in writing, within fifteen (15) days after the cause of the delay. Such causes may be included, but are not restricted to: Acts of God, Acts of the Public Enemy, Acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, restrictions, strikes, freight embargoes, and unusually severe weather. The City Purchasing Agent shall ascertain the facts and extent of each failure and if he determines that failure was occasioned by excusable causes, may increase delivery time by a period equal to the aggregate time lost due to such causes.

GC15. **LABOR, WAGES, AND WORK SCHEDULE**

A. Services Offerors shall comply with all legally mandated wages as follows.



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(1) For construction services contracts, the provisions of Article 5, Subtitle 26 of the Baltimore City Code (2000 Edition, as amended) relative to hours of labor, overtime, wages, apprenticeship and payroll reporting. The Prevailing Wage Rate Schedules for these contracts are included in the bid documents.

(2) For all other services contracts, in accordance with all current minimum wage rates applicable throughout the contract period at no increase in contract price, and the City's Living Wage provision when applicable.

B. All work schedules shall be coordinated with the City based on a normal work week being Monday through Saturday.

(1) No work requiring the presence of an engineer or inspector will be permitted on Sunday, except in cases of emergency, and then only to such extent as is absolutely necessary and with permission of the City Purchasing Agent.

(2) No work will be permitted on legal holidays in the City of Baltimore, except in cases of emergency, and in all such cases of emergency, the written permission of the City Purchasing Agent must first be obtained. Offeror should check with the contracting agency for dates of legal holidays.

(3) If the Offeror desires to work on any legal holiday, the Offeror will inform the City Purchasing Agent in writing at least two (2) days in advance of such holiday. Indicate the nature of the emergency, the location at which work will be conducted, and the intent to comply with the provisions of Article 11, § 3 of the Baltimore City Code (2000 Edition) pertaining to premium pay for overtime, Sunday and holiday work. If any holiday falls on a Sunday, the following Monday shall be considered holiday, and it will be celebrated on Friday, if the holiday falls on Saturday.

GC16. INSURANCE. The Offeror shall procure and maintain the following specified insurance coverage during the entire life of this contract, including any extensions thereof:

A. COMMERCIAL GENERAL LIABILITY INSURANCE, at limits not less than One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries or death and property damage and with those policies with aggregate limits, a Three Million Dollar (\$3,000,000) aggregate limit is required. Such insurance shall include contractor's liability insurance.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE. If automobiles are used under this contract at a limit of not less than \$1,000,000 per occurrence for all damages arising out of bodily injuries or deaths and property damages. Such insurance shall ap-

ply to any owned, non-owned, or hired vehicle used in the performance of this contract.

C. WORKERS COMPENSATION INSURANCE. As required by the State of Maryland, as well as any similar coverage required for this work by applicable Federal or "Other States" State Law.

D. The Mayor and City Council of Baltimore, its elected/appointed officials, and its employees are hereby named as additional insureds and shall be covered, by endorsement, as additional insureds as respects to liability arising out of activities performed by and/or on behalf of the Offeror in connection with this contract.

E. The Offeror's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. To the extent of the Offeror's negligence, the Offeror's insurance coverage shall be primary insurance as respects the City, its elected/appointed officials, employees and agents. Any insurance and/or self-insurance maintained by the City, its elected/appointed officials, employees or agents should not contribute with the Offeror's insurance or benefit the Offeror in any way.

G. Required insurance coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the City, per Annotated Code of Maryland 27-603 thru 605. There will be an exception for non-payment of premium, which is ten (10) days' notice of cancellation.

H. Unless otherwise approved by the City, insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII and must be licensed/approved to do business in the State of Maryland.

I. The Offeror shall furnish the City a "Certificate of Insurance" with a copy of the additional insured endorsement as verification that coverage is in force or will be provided at the time of contract execution. The City reserves the right to require complete copies of insurance policies with endorsements at any time.

J. Failure to obtain insurance coverage as required or failure to furnish a Certificate(s) of Insurance as required may render this Contract null and void; provided, however, that no act or omission of the City shall in any way limit, modify, or affect the obligations of the Offeror under any provision of this Contract.

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GC17. TAXES. No State Sales or Federal Excise Taxes apply. Maryland Sales and Use Tax Exemption Certificate #30000055 9 is applicable (or applies). The City is exempt from Federal Excise Tax per Chapter 32 Int. Rev. Code, Certificate No. A-112136.

### GC18. REQUIREMENT FOR MINORITY BUSINESS ENTERPRISE PARTICIPATION

A. Article 5, Subtitle 28 of the Baltimore City Code (2000 Edition) is incorporated into the Agreement by reference. The failure of the Contractor to comply with this Subtitle is a material breach of contract. During the term of this Agreement, the Contractor agrees to fulfill the MBE and WBE commitment submitted with the Contractor's bid. Failure to comply with the levels of MBE and WBE participation identified in the bid is a material breach of contract. Contractors understand that authorized representatives of the City of Baltimore may examine, from time to time, the contractor's books, records and files to the extent that such material is relevant to a determination of whether the Contractor is complying with the MBE and WBE participation requirements of this Agreement. The Contractor agrees to pay all subcontractors within seven (7) days of receipt of payment from the City. Beginning with the second pay request from the Contractor to the City, the Contractor agrees to provide the City with written evidence that all subcontractors have been paid out of the proceeds of the prior payment, unless a bona fide dispute, documented in writing, exists between the Contractor and the unpaid subcontractor. Contractor agrees to submit the following to the Minority and Women's Business Opportunity Office (MWBOO) when requested:

- (1) Copies of signed agreements with the business enterprises being utilized to achieve the contract goals;
- (2) Reports and documentation, including canceled checks, verifying payments to the business enterprises being used to achieve the contact goals; and
- (3) Reports and documentation on the extent to which the Contractor has awarded subcontractors to Minority and Women's Business Enterprises under contracts not affected by Article 5, Subtitle 28.

B. If the Contractor is unable to meet any contract goal by utilizing the certified business enterprises specified at bid opening, the Contractor must seek a substitute certified business enterprise to fulfill its commitment. All substitutions must receive prior written approval by the Minority and Women's Business Enterprise Opportunity Office (MWBOO). If, after good faith efforts, the Contractor is unable to find a substitute, the Contractor may request a waiver of the goal(s). Before final payment may be made under this Agreement, the Contractor must submit a list of all sub-

contractors utilized on the contract, both MBE/WBE and non-MBE/WBE. The list must include, as to each subcontractor:

- (1) Company name;
  - (2) Total amount paid to subcontractor;
- and
- (3) Owner's race/ethnicity and sex.

C. A Contractor who fails to comply with the requirements of Article 5, Subtitle 28 of the Baltimore City Code is subject to the following penalties; suspension of contract; withholding of funds; rescission of contract based on material breach; disqualification of Contractor from eligibility for providing goods or services to the City for a period not to exceed two (2) years; and payment of liquidated damages.

### GC19. NOTIFICATION OF AWARD

A. After award by the Board of Estimates, the successful offeror will receive an Award Notification letter from the City Purchasing Agent enclosing documents which must be executed and returned to the City Purchasing Agent within thirty working days after receipt of the letter. When these documents are received by the City Purchasing Agent, a purchase order (or Order to Proceed) will be issued, which will permit payment for services rendered.

B. The City may, at its discretion, require a recommended awardee to obtain and submit bonding, insurance or other documents prior to making an award.

GC20. BOARD OF ESTIMATES AGENDA. Each Offeror, if interested, shall be fully responsible for ascertaining when this proposal item will be presented to the Board of Estimates for any appropriate action. The City will not give any further notice. Information pertaining to scheduled Board action may be obtained by calling the Clerk of the Board of Estimates at 410-396-4755 or via the Internet at [www.comptroller.baltimorecity.gov](http://www.comptroller.baltimorecity.gov). The Comptroller's Office sets the agenda, not the Bureau of Purchases. The Board of Estimates meets every Wednesday at 9 a.m., except holidays. From time to time, a Board of Estimates meeting may be cancelled with very short notice. In that event, any proposal that is due on the cancelled meeting date shall still be due and submitted as originally scheduled, except for holidays, and any proposal that is due to be opened on the cancelled meeting date shall be held by the Comptroller's Office to be opened on the next scheduled Board of Estimates meeting date without any additional public notice or notice to vendors.

GC21. ENTIRE CONTRACT AGREEMENT. Any Contract/Agreement resulting from this solicitation shall include this instant Solicitation document and all addenda issued thereto, the bid/proposal submitted by the offe-

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ror and all approved amendments thereto as accepted by the City, all closing documents executed as a result of award resulting from this Solicitation, and any/all other documents either issued by the City alone, or as fully executed by both parties, that are directly related to the contract.

GC22. NO WAIVER/ CUMULATIVE REMEDIES. Failure by the City to exercise, and no delay in exercising any right, power or privilege as provided to the City of Baltimore hereunder in this solicitation or as otherwise granted by law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege as provided hereunder in this solicitation or as otherwise granted by law preclude any other or further exercise thereof by the City of Baltimore or the exercise of any other right, power or privilege granted to the City of Baltimore by law.

### GC23. PERFORMANCE GUARANTEE

A. The successful Offeror(s) shall promptly supply a performance guarantee warranting that the Offeror shall comply in all respects with the terms and conditions of the contract and its obligations thereunder.

B. Unless otherwise indicated in the Statement of Work the performance guarantee shall be in the full amount of the contract and shall be fulfilled by (forms and instructions may be obtained from the City Purchasing Agent):

(1) Awards between \$100,000 and \$200,000 by coverage under a Continuous Bid and Performance Bond, separate Payment and Performance Bonds, or under the City's Self-Insurance Program for Commodities, Services and Construction Contracts with the exceptions noted below. Successful Offerors shall be required to pay to the Director of Finance at the established rate per thousand on the full amount of the contract. Successful Offerors shall be in compliance with Paragraph GC5, indemnify the City from and against any and all losses, costs, damages, and expenses of whatsoever kind or nature which the City shall or may incur by reason of or in consequence of having secured the performance of this contract in accordance with the terms and conditions of said Self-Insurance Program. For Self-Insurance Program coverage, the Offeror certifies by signing this bid that:

(a) The Offeror and/or any previously owned business is/are not to and have never been in bankruptcy or in the hands of a receiver.

(b) The Offeror and/or any previously owned business is/are not to have never been in default to the City under the terms of any City contract (default meaning an Offeror's failure where the City had to take legal action to obtain remedy, or where a bonding company had to reimburse the City or where

the City or where the Offeror was declared in default by the Board of Estimates).

(c) Exceptions – The successful Offeror will be required to post either a Customary Performance Bond, an Irrevocable Letter of Credit, or a Continuous Bid and Performance Bond, if any of the following applies:

((1)) The Offeror is unable to certify as required above;

((2)) Substantial warranty coverage extends beyond one (1) year; and/or

((3)) The award period for the work to be done extends beyond twenty-four (24) months.

(2) Awards over \$200,000 by coverage under one of the following:

(a) Performance Bond (on the standard City form).

(b) Irrevocable Letter of Credit in a form acceptable to the City.

(c) Continuous Bid and Performance Bond (on the standard City form).

C. Payment Bonding shall be required on all construction services contracts of \$100,000 or more.

D. A Fidelity Bond in the amount stipulated shall be furnished when required in the contract.

E. Whenever the performance guarantee so furnished shall be deemed by the City to be insufficient or unsatisfactory, the Offerors, within ten (10) days after notice to that effect, shall furnish and deliver a new and/or additional performance guarantee to the City whenever and as often as the City shall require.

F. Performance and payment guarantee will remain in effect until completion of the contract and final acceptance of materials and/or services and/or expiration of all warranties for materials and/or services whichever is longer.

G. The City will place orders for delivery of materials and/or services covered by contract upon completion and approval of all contract documents.

GC24. SEVERABILITY. The provisions of this contract are severable. If any paragraph, section, subsection, sentence, clause, work, or phrase of this contract is for any reason held to be contrary to any law, rule or regulation, said paragraph, section, subsection, sentence, clause, word or phrase may be removed from the contract at the sole discretion of the City Purchasing Agent and/or the Board of Estimates. Such decision shall not affect the legality of the remaining portions of the contract unless the contract otherwise determined

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by and at the sole discretion of the City Purchasing Agent and/or the Board of Estimates.

### GC25. SUBLET OR ASSIGN

A. The Offeror shall give its full personal attention constantly to the faithful execution of this contract, and shall keep the same under its control. Assigning or subletting any part after the award of this contract shall require approval in writing from the City Purchasing Agent.

B. The Offeror shall not assign any of the monies payable under the contract, or its claims thereto, without first giving written notification to the City Purchasing Agent. Such notice shall be hand delivered with receipt obtained therefore, or mailed by Certified Mail, return receipt requested.

C. Nothing contained in this contract document shall create any contractual relationship between any subcontractor and the City.

GC26. OFFEROR'S COOPERATION. The Offeror shall actively cooperate in all matters pertaining to the proper compliance of this contract and shall come to the office of the City Purchasing Agent, whenever requested in connection with the performance of this contract.

### GC27. GENERAL RESPONSIBILITY OF OFFEROR

A. All equipment, materials and/or services furnished under this contract shall be in complete compliance with all current Federal, State, City and local municipal regulations, standards, laws, ordinances and statutes in any matter affecting performance and pricing under this contract and must meet or exceed specification requirements.

B. The Offeror shall, prior to or at the time of executing the contract and bond herein referred to, exhibit to the City Purchasing Agent all licenses and permits required for the performance of the work referred to herein.

C. The Offeror shall inform the City Purchasing Agent of any and all circumstances which may impede the progress of the work or inhibit the performance of the contract including, but not limited to: bankruptcy, dissolution or liquidation, merger, sale of business and/or assignment.

GC28. OFFEROR'S SUPERVISION. The Offeror shall be fully responsible for supervision and the actions of its employees. The City shall exercise no supervision or control over the Offeror's employees.

GC29. OFFEROR IS NOT AN AGENT OR EMPLOYEE OF THE CITY. No language or wording contained in this contract document shall be used to construe the Offeror as an "agent" or "employee" of the City of Baltimore, nor shall any such language or word-

ing be used to construe the City as an "agent" or "employer" of the Offeror and/or of any of the Offeror's employees, and/or of any of the Offeror's subcontractors or their employees. The Offeror shall have the entire responsibility and liability for any and all damage or injury of any kind or nature, whatsoever, to all persons, whomsoever, whether employees of the Offeror or otherwise, and to all property, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with the execution of the work provided for in this contract. Nothing contained in these contract documents shall create any contractual relationship between any subcontractor and the City.

GC30. CHANGES TO CONTRACT. After the contract award, the City will have the unilateral right to order changes to the contract and the Offeror may request changes to the contract. In either case, the City Purchasing Agent shall have the undisputed right to decide on such changes provided a careful lump sum estimate shall have been made under generally accepted accounting principles of the cost effect of proposed additions or deductions and schedule and a written proposal submitted by the Offeror. If the Proposal is accepted, the changes must be by written order of the City Purchasing Agent. No variations from the contract price and/or schedule either by addition or deduction shall be made without this written order. Should a change become necessary and the Offeror and City Purchasing Agent fail to agree upon a lump sum, the City Purchasing Agent shall have the right to issue an order for the work to be changed, and a correct account kept of the actual cost thereof, and an amount not exceeding fifteen (15) percent shall be added to cover the Offeror's overhead and profit, which total amount shall stand as the price to be deducted or added for changes. No such changes shall invalidate the original contract. Unless an extension of time for completion is specifically stated in such order, it shall be considered that no additional time is to be allowed.

### GC31. GUARANTEE / WARRANTY

A. Unless indicated otherwise by another provision of the contract, all work, supplies, materials and requirements described in the specifications, including any modifications thereto, shall be guaranteed/warranty for a period of one (1) year from the date of delivery and/or final acceptance by the City. Such guarantee/warranty shall include, but not be limited to the following:

(1) Against any and all faulty or important materials, and/or equipment; or imperfect, careless or unskilled workmanship, as determined by the City Purchasing Agent; and/or

(2) Against any injury or undue deterioration resulting from proper and normal use of goods

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and/or services, as determined by the City Purchasing Agent.

B. The Offeror shall remove and replace with proper materials, equipment or services and shall re-execute, correct or repair without cost to the City, any materials, equipment or services found to be improper, imperfect, defective or unable to perform as specified, and shall repair all damages caused by any such removal, replacement or repair.

C. Any warranties, whether expressed or implied shall not reduce the Offerors, Sellers/Manufacturer's obligation to the City against any latent defect which may be found during the rated life of the supplies and/or materials and requirements described in the specifications, including improved modifications.

### GC32. TERMINATION FOR DEFAULT / CONVENIENCE

A. Upon recommendation of the City Purchasing Agent, the Board of Estimates reserves the right to terminate any contract, if in its opinion there shall be a failure at any time, to promptly and faithfully perform any of its terms or in case of any willful attempt to impose upon the City materials, services, products and/or workmanship inferior to that required by the contract. Any action taken by the Board of Estimates shall not affect or impair any rights or claims of the City to damages for the breach of any requirements or terms of the contract by the Offeror.

B. Any cost and/or expense incurred under the section above shall be deducted from and paid by the City out of such monies as may be due or become due to the Offeror. In case said expenses shall exceed the amount which would have been payable under the contract, if the same had been completed by the Offeror, it or its surety shall pay the amount of any excess to the City. In the event that a bidder exempted from posting a bid or performance guarantee fails to execute and perform any contract awarded, it shall forfeit the right to bid on any future City contract(s) for a period of time determined by the Board of Estimates and shall be liable for any costs incurred by the City as a result of its default.

C. The City in accordance with this clause in whole may terminate the performance of work under this contract, or in part, whenever the City Purchasing Agent shall determine that such termination is in the best interest of the City. Mailing to the Offeror a Notice of Termination specifying the extent to and conditions under which performance of work under the contract is terminated and the date upon which such termination becomes effective shall effect any such termination. Upon termination of this contract in accordance with this section, the Offeror is entitled to an equitable ad-

justment hereunder. Said equitable adjustment may include any costs reasonably incurred by the Offeror as a direct result of early termination, but shall not include, under any circumstance, anticipated but unearned profits.

### GC33. BILLS OF LADING / DELIVERY TICKETS

A. All deliveries shall be accompanied by a delivery ticket or packing slip containing the following information for each item delivered.

B. The Purchase Order Number, Description/Name of Article, Item Number, Quantity and Name of Offeror.

C. All Bills of Lading will clearly indicate the Name of the Offeror.

D. Failure to comply with the above shall be sufficient reason for rejection of the shipment.

GC34. INSPECTION. All materials, supplies and/or services delivered or performed for the City shall be subject to final inspection by the City and/or other independent testing laboratories as may be designated by the City Purchasing Agent. If the result of such tests indicates that any part of the materials and supplies are deficient in any respect, the City Purchasing Agent may reject all or any part of the materials and supplies to be provided under this contract. The City Purchasing Agent may waive minor variances in materials, supplies and/or services upon approval.

### GC35. NONDISCRIMINATION

A. The Offeror shall not discriminate against any person on the basis of race, creed, color, national origin, religion, sex, age, sexual orientation, marital status, or mental or physical handicap in connection with the performance of the contract.

B. The Offeror shall comply fully with all provisions of Executive Order 11246, as amended; the Rehabilitation Act of 1973; and the Vietnam Veteran's Readjustment Act of 1974. In addition, the Offeror shall complete, when required, Immigration and Naturalization Form 1-9 for each employee hired. For assistance in compliance, contact: United States Department of Labor, Office of Federal Contract Compliance Programs, 103 South Gay Street, Room 202, Baltimore, Maryland 21202. Phone: (410) 962-3572, Fax (410) 962-0159.

GC36. INVOICES. All invoices are to be submitted in triplicate and mailed in accordance with instructions as shown on the Purchase Order. Invoices shall contain the Purchase Order Number, Item Numbers, and Description of Item, Quantity, Price/Extensions and Total.

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**GC37. PAYMENTS**

A. Materials and/or Equipment: Partial or full payment will be made upon receipt and final acceptance of materials and/or equipment invoiced as shown on and in accordance with the Purchase Order.

B. Construction Services: On the first of each month, the Offeror shall submit to the City Purchasing Agent and application for payment in the form of an itemized statement of the cost of all work and material installed and erected, or performed during the month. Said statements of monthly progress of the work will include the cost of all materials and equipment necessary in the performance of the contract but not yet incorporated in the work, provided that said materials and/or equipment have been delivered to the site of the work or delivered to a bonded warehouse designated and approved by the City Purchasing Agent and all provisions of this contract have been complied with.

(1) After the City Purchasing Agent approves the statement and such releases as may be required, the City Purchasing Agent shall deduct five percent (5%) retainage therefrom and cause to be issued a warrant for payment, which shall be made ten (10) days following his approval. The City shall hold the five percent (5%) retainage until final payment is made..

(2) At the time of completion and before final vouchers for settlement are approved, the City Purchasing Agent may require the Offeror to deliver certifications of payments in full for all materials and work finished and/or installed under this contract, said certifications to be in a form satisfactory to the City Purchasing Agent. Verifications of payment to any and all subcontractors and/or material will also be required.

(3) No warrant issued or payment made to the Offeror, nor partial or entire use or occupancy of the work by the City, or any of its tenants, shall be construed as acceptance of any work or materials not in accordance with the contract plans and specifications or a waiver of any contract terms.

(4) Provided that the City Purchasing Agent shall have approved the Offeror's invoices, the Department of Finance will make payment thirty (30) days after receipts by the City of the signed payment request of the Offeror. Should the thirtieth (30) day fall on a non working day, then payment shall be made the first working day thereafter. Certification as applicable must be provided by the Offeror.

(5) Final payment will be made after the completion and final acceptance of each order under the contract.

C. No partial payments will be made where the time required to completion of the order/contract is

less than forty-five (45) days. In these cases, only the final payment will be invoiced.

**GC38. ACCESS AND RETENTION OF RECORDS.** At any time during business hours, and as often as the City may deem necessary, there shall be made available to the City for examination, the Offerors's records with respect to the Offeror's services under this bid and any ensuing contract. The Offeror shall permit the City to audit, examine, and make copies, excerpts or transcripts from such records, and make audits of data relating to matters covered by this bid and any ensuing contract. The Offeror shall maintain and retain all records and other documents related to this contract for a period of three (3) years from the date of the final payment, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the City.

**GC39. QUALITY ASSURANCE.** The supplies, materials, work and services shall be of the best quality of the kinds herein specified. Should any supplies, materials, work and services other than those specified be substituted, the City Purchasing Agent and/or his authorized representative shall have full power to reject them, and the substituted supplies, materials, work and services shall be removed from the premises by the Offeror within twenty-four (24) hours after notification. Should the Offeror continue utilizing defective and inferior workmanship or utilizing rejected materials which may cause rejection and remove of same, the City Purchasing Agent shall have full power and authority to employ a superintendent or inspector at the Offeror's sole expense to ensure compliance. Said superintendent or inspector shall be paid from time to time out of any money due or becoming due to the Offeror. The City Purchasing Agent shall have the power to continue the employment of said superintendent or inspector until Final Completion and Acceptance of all work under the contract or to take any other legal remedies under the contract.

**GC40. AUTHORITY OF THE CITY PURCHASING AGENT**

A. The parties to this contract agree that the City Purchasing Agent is hereby vested with the power and authority to determine the amount and quantity, quality and acceptability of the work, materials, supplies and services provided under this contract. The City Purchasing Agent shall decide any and all questions that may arise regarding the Offeror's obligations and the fulfillment of the contract terms.

B. The City Purchasing Agent shall act as the Referee if any dispute arises between the Offeror and the City regarding this contract. The determination of the City Purchasing Agent may be appealed to Board of Estimates in writing. The Offeror may appeal any adverse determination of the City Purchasing Agent in

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writing within ten (10) days of the determination, or it is forever waived. Final payment by the City will not be made unless and until all issues in dispute(s) have been fully and finally settled and/or adjudicated.

### GC41. SUBCONTRACTOR BONDING

A. No prime Offeror shall require a Performance Bond from any subcontractor unless prior approval authorizing the prime Offeror to require such a bond has been granted in writing by the City Purchasing Agent, and in connection with contracts subject to MBE and WBE requirements, concurred in by the Chief of the Minority and Business Opportunity Office (MWBOO).

B. All requests by a prime Offeror for prior approval to allow the prime Offeror to require a Performance Bond from a subcontractor shall be made in writing to the Contracting Officer. In such a request, the prime Offeror shall particularize the reasons supporting the request and shall explain why there are not options other than requiring the Performance Bond to protect its interests.

C. The City Purchasing Agent, and if concurrence is required, the Chief of the Minority and Women's Business Opportunity Office (MWBOO) have the sole discretion to determine whether a request by a prime Offeror for prior approval to authorize the prime Offeror to require a Performance Bond from a subcontractor will be granted and concurred in, and their decisions shall be final.

### GC42. DEBRIEFING OF UNSUCCESSFUL OFFEROR

A. When a contract is to be awarded on some basis other than price alone, unsuccessful Offerors shall be debriefed upon written request submitted to the City Purchasing Agent within a reasonable time. Debriefings shall be provided at the earliest feasible time after contract award and shall be conducted by a procurement official familiar with the rationale for the selection decision and contract award.

#### B. Debriefing will

(1) Be limited to discussion of the unsuccessful Offeror's proposal and may not include specific discussion of a competing Offeror's proposal;

(2) Be factual and consistent with the evaluation or the unsuccessful Offeror's proposal; and/or

(3) Provide information on areas in which the unsuccessful Offeror's technical proposal was deemed weak or deficient.

C. Debriefing will not include discussion or dissemination of the notes or rankings of individual members of an evaluation committee, but may include a

summary of the procurement officer's rationale for the selection decision and recommended contract award.

D. A summary of the debriefing shall be made a part of the contract file.

### GC43. PROTESTS

A. The City's Board of Estimates approves all contracts over \$5,000 in value and is the final contracting authority for the City of Baltimore. Any interested party may protest the City Purchasing Agent's recommendation of award to the Board of Estimates. All protests must be in writing and filed with the Office of the Comptroller, Room 204 City Hall, 100 North Holliday Street, Baltimore, Maryland 21202, no later than noon on the Tuesday preceding the Wednesday meeting of the Board of Estimates. A copy of the protest letter must be forwarded to the City Purchasing Agent, 231 East Baltimore Street, Suite 300, Baltimore, Maryland 21202. Parties protesting shall contact the Comptroller's Office to determine the date when the contract will be placed on the Agenda of the Board of Estimates.

B. The written protest should include the following information:

(1) Name, address and telephone number of the business entity protesting;

(2) Identification of the contract number, the City agency for whom the contract is being solicited and the name of the Bureau of Purchases' Buyer;

(3) A detailed statement of the factual grounds of the protest; and/or

(4) The form of relief requested.

### GC44. NOTICE

A. Except as specified otherwise by another provision of the bid documents or any ensuing contract, any notice to the Offeror required or permitted hereunder shall be in writing and shall be deemed to have been given upon being properly stamped, addressed and posted via first class mail to the Offeror at the address designated in the bid or contract documents.

B. In case of emergency, which shall be determined at the sole discretion of the City, notice may be transmitted by hand delivery with receipt obtained therefore, or by telephone or facsimile followed by written confirmation by first class mail.

GC45. GENDER. Words of gender used in these bid documents and any ensuing contract may be construed to include any gender, and words in the singular may include plural, and words in the plural, singular.

GC46. COMPLIANCE WITH LAW. The Offeror shall comply with all federal, state, local laws, ordi-

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nances, rules and regulations applicable to the services to be provided or performed under the contract.

GC47. GOVERNING LAW. The contract and all documents related thereto shall be governed by and construed under the laws of the State of Maryland.

GC48. APPROPRIATION OF FUNDS. This contract is contingent upon the proper appropriation of funds by the Baltimore City Council in accordance with the Baltimore City Charter and Code. If the terms of this contract exceed a budget as adopted by the Baltimore City Council, then that portion of this contract which exceeds a properly adopted budget shall be contingent upon further appropriation by the City. In the event of such non-appropriation of funds at any time during the term of the contract as would prevent the City from making payment under the terms and conditions of the contract, the City may terminate the contract without the assessment of any termination charges or financial penalties against the City by providing written notice of intent to terminate to the contractor. If the City terminates a contract due to the non-appropriation of funds, the City will pay contractor for work currently in progress, and contractor shall not begin any additional work on the effected contract upon receipt of notification of intent to terminate by the City.

GC49. FORCE MAJEURE. Neither party will be liable for its non-performance or delayed performance if caused by a “Force Majeure” which means an event, circumstance, or act of a third party that is beyond a party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the City, at its sole discretion, will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

GC50. BOARD OF ESTIMATES RESOLUTIONS. Certain resolutions of the Board of Estimates shall apply to City contracts as follows.

A. WORKER-SPONSORED BENEFITS. For contracts for non-professional services, the Contractor shall provide a system permitting those workers employed pursuant to the instant contract to enroll in a worker-sponsored benefits plan through voluntary payroll deduction, if authorized in writing by the employee.

### B. FAIR LABOR PRACTICES

(1) Contractors, subcontractors, and their agents and employees may not engage in unfair

labor practices as defined under The National Labor Relations Act and applicable federal regulations and state laws.

(2) Contractors, subcontractors, and their agents may not threaten, harass, intimidate, or in any way impede persons employed by them who on their own time exercise their rights to associate, speak, organize, or petition governmental officials with their grievances.

(3) If the Board of Estimates determines that a contractor, subcontractor, or their agents have violated the policy set forth in this Resolution said contractor, or subcontractor will be disqualified from bidding on City contracts, and if they are currently completing contracts, they will be found in default of their contracts

GC51. CITY COUNCIL RESOLUTIONS. Certain resolutions of the Baltimore City Council shall apply to City contracts as follows.

A. WORKER-SPONSORED BENEFITS PLAN. The Contractor shall provide a system permitting those workers employed pursuant to the instant contract to enroll in a worker-sponsored benefits plan through voluntary payroll deduction, if authorized in writing by the employee.

### B. UNLAWFUL EMPLOYMENT PRACTICES

(1) Except where a particular occupation or position reasonably requires, as an essential qualification thereof, the employment of a person or persons of a particular race, color, religion, national origin, ancestry or sex and such qualification is not adopted as a means of circumventing the purpose of this subtitle, it shall be an unlawful practice

(a) For any employer to discriminate against an individual with respect to hire, tenure, promotion, terms, conditions or privileges of employment or any matter directly or indirectly related to employment;

(b) For any employer, employment agency or labor organization to practice discrimination by denying or limiting through a quota system or otherwise, employment or membership opportunities to any group or individual;

(c) For an employer, employment agency or labor organization prior to employment or admission to membership to

((1)) Make any inquiry concerning, or record, the race, color, religion, national origin or ancestry of any applicant for employment or membership except when authorized by the Commission;



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((2)) Use any form of application for employment of personnel or membership blank containing questions or entries regarding race, color, religion, national origin or ancestry except when authorized or ordered by the Commission;

((3)) Cause to be printed, published or circulated any notice or advertisement relating to employment or membership indicating any preference, limitation, specification or discrimination based upon race, color, religion, national origin, ancestry or sex.

(d) For any employment agency to practice discrimination by failing or refusing to classify an individual or to refer him for employment;

(e) For any labor organization to discriminate against any individual by limiting, segregating or classifying its membership in any way which would deprive or tend to deprive such individual of employment opportunities or would limit his employment opportunities or otherwise adversely affect his status as an employee or as an applicant for employment or would affect adversely his wages, hours or employment conditions;

(f) For any employer, employment agency or labor organization to penalize or discriminate in any manner against any individual because he has opposed any practice forbidden by this subtitle or because he has made a complaint, testified, or assisted in any manner in any investigation, proceeding or hearing hereunder;

(g) For any labor organization or employers' association established for the purpose of training apprentice candidates, acting individually or jointly, to discriminate against any person with respect to admission or membership, or with respect to terms, conditions or employment or training, placement or any other benefit; and/or.

(h) For any employer, employment agency, or labor organization to discriminate

against any individual because he has sought psychiatric help.

### C. ASSURANCE OF NON-SEGREGATED FACILITIES

(1) The Bidder/Offeror assures the City of Baltimore and the U. S. Department of Labor that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder/Offeror understands that the phrase "segregated facilities" includes facilities, which are, in fact, segregated on the basis of race, color, sex, or national origin because of habit, local custom, or for any other reason.

(2) The Bidder/Offeror also understands and agrees that maintaining or providing segregated facilities for his employees or permitting his employees to perform their services at any locations, under his control, where segregated facilities exist is a violation of the requirements appearing in Executive Order 11246 as amended by Executive Order 11375.

(3) The Bidder/Offeror further understands and agrees that a breach of this agreement subjects him to the provisions of the rules and regulations issued by the Office of Federal Contract Compliance dated May 21, 1968, and the provisions of the Equal Opportunity Clause incorporated in the contract between Bidder/Offeror and the City of Baltimore. Whoever knowingly and willfully makes any false, fictitious, or fraudulent representation may be liable to criminal prosecution under 18 USC, Item 1001.

GC52. PREVIOUS COMPLIANCE. If a Bidder failed to comply with all of the terms and conditions of a prior City contract, including but not limited to failure to satisfy MBE/WBE participation goals, then the Board of Estimates may, in its discretion, reject his/her/its bid for this contract.

**Bid Documents**

Mark as "Original" or  
"Duplicate" here.

NOTE: For your bid to be responsive you must submit all of the documents contained in this section.

**Proposal Information and Affidavit Signature Page**

Bid submitted by (name of firm) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name of Authorized Representative \_\_\_\_\_

Title of Authorized Representative \_\_\_\_\_

Name of Contact Person [IF DIFFERENT FROM ABOVE] \_\_\_\_\_

Title of Contact Person \_\_\_\_\_

E-Mail \_\_\_\_\_ Phone: \_\_\_\_\_

Federal Social Security Identification Number \_\_\_\_\_

If awarded a contract, the Offeror will provide supplies, equipment, and/or services to the City of Baltimore in accordance with the General Conditions, Specifications, and other documents of this solicitation in the Proposal submitted in response to this solicitation.

I, [PRINT OR TYPE NAME] \_\_\_\_\_ ,  
the undersigned, [PRINT OR TYPE TITLE] \_\_\_\_\_ ,  
of the above named Offeror do solemnly declare and affirm under the penalties or perjury this  
\_\_\_\_\_ day of [MONTH] \_\_\_\_\_ , [YEAR] \_\_\_\_\_ ,  
that I hold the aforementioned Office in the above Offeror and that the below affidavits and at-  
tachments hereto are true and correct to the best of my knowledge, information and belief.

**AFFIDAVIT I**

This is to certify that the Bidder/Offeror or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

**AFFIDAVIT II**

This is to certify that the Offeror or any person in his behalf complies fully with all provisions of Article 4, Section 3-1 of the Baltimore City Code 2000 regarding unlawful employment practices.

**AFFIDAVIT III**

This affidavit is to determine whether any of the following persons has been found civilly or criminally liable, convicted of bribery, attempted bribery, or conspiracy to bribe or antitrust violations under the law of any State or the Federal Government. If so, state the following on an attached page, whether it is

- i. The person submitting the affidavit;
- ii. An Officer, Director or Partner of the company;
- iii. An employee of the person/company who is directly involved in obtaining contracts with a public body; and/or
- iv. Any person directly or indirectly furnishing any portion of this contract having been or being debarred or suspended.

For purposes of this affidavit, “person” is defined as an individual, receiver, trustee, guardian, personal representative, fiduciary, or representative of any kind and any partnership, firm, association, corporation or other entity consisting of or acting on behalf of the Offeror. This includes acts or omissions committed after June 30, 1977; all pursuant to Title 16, Section 16-203 of the State Finance and Procurement Article of the Annotated Code of Maryland.

**AFFIDAVIT IV**

This affidavit is to determine whether or any of the following has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses under the laws of any State or the Federal Government. If so, state the following on an attached page, whether it is:

- i. The person submitting the affidavit,
- ii. An Officer, Director or Partner of the company, and/or
- iii. An employee of the person who is directly involved in obtaining contracts with a public body. “Person” is defined as stated in Affidavit III. This is to include acts committed after June 30, 1979: City Code, Article I, Section 178 (1976 Ed., 1979 Supp.).

**AFFIDAVIT V**

This is to certify that the Offeror or any person on his behalf complies fully with the work capacity-rating limit set by the Contractor’s Qualification Committee of the City of Baltimore.

**AFFIDAVIT VI**

This is to certify that the Offeror or a person on his behalf has examined and understands the Specifications, including the General Conditions and the Bid Documents.

**AFFIDAVIT VII**

This is to certify that the Offeror and/or any person in their behalf has not been convicted or found civilly liable under any provisions, including Probation Before Judgment, as described in



**B500006234 – Energy Consulting Services – Due: 6/9/21**

**Bid Price Sheet**

Bid submitted by (name of firm) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Fax \_\_\_\_\_ Phone \_\_\_\_\_

To The Board of Estimates, City of Baltimore

Gentlemen:

The undersigned agree(s) to provide all labor, materials, services, etc., necessary and incidental to the solicitation indicated at the top of this page, as described herein and at the pricing shown below to “PROVIDE AN ENERGY CONSULTING SERVICES”

**B500006234 – Energy Consulting Services – Due: 6/9/21**

PRICE SHEET PAGE 1 OF 1		REQUEST FOR PROPOSAL			
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	<b>COMMODITY CODE: 91841</b> Energy Consulting Services, for all BRCPC Electricity Accounts, as per specifications	12	Month	\$ _____	\$ _____
2	<b>COMMODITY CODE: 91841</b> Energy Consulting Services, for all BRCPC Natural Gas Accounts, as per specifications	12	Month	\$ _____	\$ _____

**B500006234 – Energy Consulting Services – Due: 6/9/21**

*Note: Attach signed copies of all Addenda received in connection with this bid.*

1. \_\_\_ One “Original” and eight (8) “Duplicate” copies of all completed and signed pages and forms contained in Section ‘B’.
2. \_\_\_ Two copies “For Public Dissemination”, if required due to confidential information..
3. \_\_\_ Guarantee / Warranty for all products/services.
4. \_\_\_ A list of all exceptions, modifications, alterations and deviations.
5. \_\_\_ Signed copies of all Addenda received in connection with this proposal, if applicable.
6. \_\_\_ Comprehensive information required in paragraphs SM2.B (3) (a-n).

(Seal Here)

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Signature of Authorized Representative (Sign in blue ink only)

Date

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Title

## Insurance

The successful Offeror will be required to provide insurance coverage as indicated in the General Conditions of Proposal prior to beginning any work. This insurance coverage must be maintained throughout the life of the contract. Proof that coverage is either currently in place or will be provided must be submitted with the bid. This can be done by one of the two following methods.

1. Complete form “Certification of Insurance Coverage” below, **or**
2. Submit a Certificate of Insurance on a form provided by your Insurance Agent. This form must include the following clauses:
  - a. The Mayor and City Council of Baltimore are hereby named as Additional Insured.
  - b. The policy(s) cannot be reduced or canceled without at least forty-five (45) days’ prior written notice to the City.
  - c. The insurance company is prohibited from pleading government function in the absence of any specified written authority from the City.
  - d. The policy(s) will automatically include and cover all phases of work, equipment, persons, et cetera which are normally covered while performing work under the above contract, whether specifically written therein or not.

Regardless of the method used, the form must be complete, must show that all limits of insurance are or will be met, and must be signed by the Agent.

Failure to provide the required insurance coverage by either of the two methods described above when the bid is submitted may result in rejection of your bid as being non-responsive.



**Certificate of Insurance Coverage**

Bid submitted by (name of firm): \_\_\_\_\_

Name of Surety Company \_\_\_\_\_

Name of Surety Agent \_\_\_\_\_

Surety Agent's Phone \_\_\_\_\_

The below signed hereby certifies the following information to be true and correct.

Type of Coverage/ Minimum Required Limits	Policy or Binder #	Actual Limits	Expiration Date
Commercial General Liability/ \$1,000,000 Occurrence; \$3,000,000 Aggregate			
Errors & Omissions/ \$1,000,000 Occurrence			
Workman's Compensation/ Minimum Statutory Requirement			

Check the appropriate box(es) below.

- Limits on above policy will be increased
- Above policy now in effect
- Policy will be obtained before contract signed

The following additional clauses shall be considered a part of the above policy(s), the same as if specifically written therein, as pertains to the above stated contract.

1. The Mayor and City Council of Baltimore are hereby named as Additional Insured.
2. The policy(s) shall not be reduced or cancelled without at least forty-five (45) days prior written notice to the City.
3. The insurance company is prohibited from pleading government function in the absence of any specific written authority by the City.
4. The policy(s) will be automatically included and cover all phases of work, equipment, persons, *et cetera* which are normally covered while performing work under the above contract, whether specifically written therein or not.

The City is hereby granted authority to contact the agency directly to confirm information or obtain copies of certificates of insurance. The City bears no responsibility for premiums or other cost of insurance. If policy(s) is not currently in effect, it will be written immediately upon notice of award, and a copy of binder or certificate will be sent directly to the City. A properly executed copy of this document shall be legally binding as a Carrier Certificate of Insurance Form.

\_\_\_\_\_  
Authorized Agent's Signature

\_\_\_\_\_  
Date

***Baltimore City Residents First***

**Instruction Sheet**

1. Complete the *Baltimore City Residents First* Certification Statement contained in the bid document and submit it with your bid package.
2. Contact the Mayor's Office of Employment Development (MOED) within two (2) weeks of receiving the award to schedule a meeting. MOED will assist you with your employment plan, discuss other services provided by MOED and explain the employment report requirements. You will not receive your first payment under the contract until MOED verifies that the meeting has been scheduled.

Rosalind Howard or Susan Tagliaferro  
Baltimore City Residents First  
Mayor's Office of Employment Development  
3001 East Madison Street  
Baltimore, Maryland 21205  
Phone 443-984-3014. • Fax 410-361-9648  
[rhoward@oedworks.com](mailto:rhoward@oedworks.com)  
[stagliaferro@oedworks.com](mailto:stagliaferro@oedworks.com)

-or-

[BCRF@oedworks.com](mailto:BCRF@oedworks.com)

3. Complete the Employment Reports as requested on June 30<sup>th</sup> and December 31<sup>st</sup> during each and every year of the contract and at the end of the contract and submit to:

Baltimore City Residents First  
Mayor's Office of Employment Development  
3001 E. Madison Street  
Baltimore, Maryland 21205

- or -

[BCRF@oedworks.com](mailto:BCRF@oedworks.com)

4. The City will not release a final payment or any and all retainage held by the City until the Employment Reports are submitted.

**Baltimore City Residents First**

**Certification Statement**

Contract Title	Contract Number	Contracting Agency	Bid Due Date

To promote the commitment to utilize *Baltimore City Residents First* to meet its employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this agreement, contract awardees will complete and submit this certification statement with the bid package.

Excluded from this Executive Order are professional service contracts, emergency contracts, and contracts for \$24,999.00 or less.

I, \_\_\_\_\_, representing \_\_\_\_\_  
(Name and Title) (Name of Bidder)

certify that this contract representative will schedule a meeting with the Mayor’s Office of Employment Development within two weeks of award to share the workforce plan for this contract. In addition, if there is a need for additional employees, I agree to interview qualified *Baltimore City Residents First*. I agree to submit an Employment Report indicating the number of total workers and number of City residents on payroll as of June 30<sup>th</sup> and December 31<sup>st</sup> during each and every year of the contract and at the end of the contract as a condition of release of a final payment or any and all retainage.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Rosalind Howard or Susan Tagliaferro  
Baltimore City Residents First  
Mayor’s Office of Employment Development  
3001 East Madison Street  
Baltimore, Maryland 21205  
Phone 443-984-3014. • Fax 410-361-9648  
[rhoward@oedworks.com](mailto:rhoward@oedworks.com)  
[stagliaferro@oedworks.com](mailto:stagliaferro@oedworks.com)

-or-

[BCRF@oedworks.com](mailto:BCRF@oedworks.com)

***Baltimore City Residents First***

**Employment Report**

<b>Contract Title</b>	<b>Contract Number</b>	<b>Contracting Agency</b>	<b>Contract Start Date</b>	<b>Contract End Date</b>

To promote the commitment to utilize *Baltimore City Residents First* to meet its employment needs, all businesses awarded contracts, franchises and development opportunities with the City of Baltimore, shall comply with the terms of the Executive Order as described in the bid specification. Under this Executive Order, contract awardees will complete and submit the Employment Report indicating the number of total workers and the number of City residents on payroll for this contract as of June 30<sup>th</sup> and December 31<sup>st</sup> during each and every year of the contract and at the end of the contract and forward a copy to:

**Baltimore City Residents First**  
**Mayor's Office of Employment Development**  
**3001 E. Madison Street**  
**Baltimore, Maryland 21205**  
 - or -  
[BCRF@oedworks.com](mailto:BCRF@oedworks.com)

The following information is hereby submitted by the undersigned as its Employment Report for the period:  
**(please circle one)**

December 31, 20\_\_                      June 30, 20\_\_                      End of Contract Date \_\_\_\_\_

<b>Position</b>	<b>City Residents</b>	<b>Total Workers</b>
Electricians		
Plumbers, Pipefitters and Steamfitters		
Iron Workers, Structural and Reinforcing		
Carpenters		
Cement Masons		
Laborers		
Power Equipment Operators		
Brick Masons		
Cement Finishers		
Concrete Workers		
Food Service Workers		
Transportation Workers		
Managers		
Clerical		
Other-Specify		
Other-Specify		

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

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_