

REQUEST FOR PROPOSAL

TOWN OF BERLIN, MARYLAND



SUBSTATION REGULATORS

Town of Berlin
10 William Street
Berlin, MD 21811
tlawrence@berlinmd.gov
410-629-1713

DUE DATE: Wednesday, March 16, 2016, 1:00 PM

REQUEST FOR PROPOSAL



TOWN OF BERLIN

Proposals must be submitted in a **SEALED ENVELOPE** with the label we have provided below affixed to the front. The Town of Berlin reserves the right to reject proposals improperly labeled. The envelope must also show the proposer's name and address.

From: _____

SEALED PROPOSAL

TO BE DELIVERED AND OPENED BY:

**TOWN OF BERLIN
10 WILLIAM STREET,
BERLIN, MARYLAND 21811**

PROPOSAL TITLE: Substation Regulators
PROPOSAL DUE DATE AND TIME: Wed., March 16, 2016, 1:00 PM



INDEX

	<u>PAGE NUMBER</u>
NOTICE TO PROPOSER	1
PRICE PROPOSAL	4
SCOPE OF SERVICES	5
GENERAL TERMS AND CONDITIONS	9
AGREEMENT	15
ATTACHMENT A: Picture – Existing Regulator Nameplate	

NOTICE TO PROPOSER

Sealed proposals are due on or before Wednesday, March 16, 2016 by 1:00 PM for:

<p>Request for Proposal SUBSTATION REGULATORS</p>
--

Proposers shall submit one (1) original and three (3) copies of the proposal in a **SEALED ENVELOPE**. The envelope shall have the yellow label provided affixed to the front of the envelope. The label shall be fully filled out and clearly marked as to the name and address of the proposer.

The sealed proposal should be shipped or hand delivered to the following:

TOWN OF BERLIN
10 WILLIAM STREET
BERLIN, MD 21811

The Proposer shall be responsible for delivery before the date and time set for the closing of proposal acceptance. If the delivery is delayed beyond the due date and time set for receipt of proposals, the proposal will not be accepted.

Electronic or facsimile submissions will not be accepted.

Changes in the phraseology of the proposal, additional or limiting provisions will render the proposal invalid and will cause its rejection.

Changes to the Request for Proposal (hereinafter, "RFP") shall only be made only in writing. The Town of Berlin assumes no responsibility for verbal instructions or interpretations.

Written questions and inquiries will be accepted from any and all Proposers. The sole point of contact for this solicitation, unless otherwise instructed herein, shall be as follows:

Tim Lawrence, Electric Utility Director
410-641-2770/410-629-1713
tlawrence@berlinmd.gov

Unauthorized contact with other Town of Berlin staff regarding this RFP may result in the disqualification of the Proposer. Inquiries pertaining to this RFP must give the RFP title.

Requests for additional information or questions must be submitted in writing no later than Wednesday, March 2, 2016 by 5:00 PM (Eastern Time). Any necessary additions or corrections to this RFP will be made by addenda.

Proposers are responsible for obtaining any documentation including addenda that may be issued by going to berlinmd.gov/maryland-government/request-for-proposals/ prior to submitting their Proposal. The Town of Berlin assumes no responsibility for verbal instructions or interpretations.

In order to allow time for proposal review and award of contract, unless otherwise specified, all proposals shall be binding for 120 calendar days following the proposal opening date, unless extended by mutual consent of all parties.

The price proposal will be based upon fixed/firm prices for the Contract and signed by an authorized official of the organization. All prices quoted shall be exclusive of any Federal or Maryland State taxes. This includes Federal Excise Tax and any other Excise Tax applicable.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of the Town of Berlin may require.

If the Proposer to whom an award is made shall fail to execute the Contract, the award may be annulled and the Contract awarded to the next most responsive, responsible Proposer, and such Proposer shall fulfill every stipulation embraced herein, as if the Proposer were the original party to whom the award was made; or the Town of Berlin may reject all of the proposals, as its interests may require.

Proposers must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything in the specifications, inquiry shall be made in writing (email is acceptable) to the individual named above before the proposal is submitted. Failure to do so will not relieve the successful Proposer of their obligation to carry out the provisions of the Contract. The submission of a proposal shall indicate that the Proposer thoroughly understands and accepts the terms, conditions, and scope of work set forth herein.

At a minimum Proposer's shall execute the following required form(s) and include them as part of their proposal:

- (a) Price Proposal
- (b) Addendum Certification (to be provided if applicable)

No Proposer may withdraw his proposal within 120 days after the opening thereof.

**SUBSTATION REGULATORS
PROPOSAL**

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

SIGNATURE OF AUTHORIZED AGENT: _____

TITLE OF AGENT: _____

PRINTED NAME OF AGENT: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

FEDERAL TAX I.D. OR SSN: TO BE SUPPLIED BY CONTRACTOR UPON AWARD OF CONTRACT

DATE: _____

Please use this sheet as your proposal cover sheet and submit with the original and all copies.

SUBSTATION REGULATORS

PRICE PROPOSAL

TO THE TOWN OF BERLIN: The undersigned agrees to furnish all labor, material, supervision and equipment necessary as specified in this Request for Proposal to the Town of Berlin in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following price(s):

OPTION 1-667KVA			
1PH, 667KVA, 14400/24940Y, 463Amps UL 50 NEMA 3R Cabinet 5' Foot Control Cable-Interfaces with Schweitzer SEL 2431 Controller Carbon Steel Regulator Tank 150KV BIL S&L, 95KV BIL SL 1" drain valve W/Sampler External Oil Sight Gauge (4) HOLE NEMA BLADES 32 Steps-Lower/Rise No Controls Provided			
<u>PRICE – includes all shipping</u>	PER UNIT	X 3 =	LUMP PRICE
	\$ _____		\$ _____
Delivery Date estimate: _____			

OPTION 2-720KVA			
1PH, 720KVA, 14400/24940Y, 500Amps UL 50 NEMA 3R Cabinet 5' Foot Control Cable-Interfaces with Schweitzer SEL 2431 Controller Carbon Steel Regulator Tank 150KV BIL S&L, 95KV BIL SL 1" drain valve W/Sampler External Oil Sight Gauge (4) HOLE NEMA BLADES 32 Steps-Lower/Rise No Controls Provided			
<u>PRICE – includes all shipping</u>	PER UNIT	X 3 =	LUMP PRICE
	\$ _____		\$ _____
Delivery Date estimate: _____			

BIDDING FIRM: _____ DATE: _____

AUTHORIZED SIGNATURE: _____

SUBSTATION REGULATORS SCOPE OF SERVICES

A. INTENT

It is the intent of this Request for Proposal (hereinafter, "RFP") for the Town of Berlin, Maryland (hereinafter, "Berlin") to obtain proposals from qualified firms (hereinafter, "the Contractor") who will demonstrate their ability to provide the equipment as specified elsewhere in this document. Prices quoted will include all shipping charges and delivery time estimate.

B. BACKGROUND

The Town of Berlin, Maryland Electric Utility is municipally-owned and operated serving approximately 4,000 customers in approximately 1775 households and 300 businesses. The Town of Berlin is now accepting proposals for Substation Regulators as more completely described on the "Price Proposal" and below under "Specifications". The award of contract with the successful bidder will occur on a date to be determined, but within 120 days of the due date for the receipt of proposals.

C. SPECIFICATIONS

1. The Town of Berlin is seeking proposals for the provision of three (3) Substation Regulators as described on the "Price Proposal" as Option 1 and Option 2. The use of the designation of Option 1 or 2 indicates only that proposals are sought for two different sizes of regulator and is not to be construed as an indicator of preference. Only one size regulator will be selected.
2. Proposals shall include shipping date estimate and all freight charges.
3. If information in addition to what is requested on the "Price Proposal" is needed to submit an accurate and complete proposal, it shall be the responsibility of the submitter to include an explanation and detailed accounting of such. The "Lump Price" must include pricing accounted for in additional explanation and the "Lump Price" indicated for each option on the "Price Proposal" shall represent the full and final price of the contract.
4. Installation is not included in this proposal.

D. CONTRACTOR EXPERIENCE

1. The Contractor should have proven experience in servicing the government sector.
2. The Contractor must have legal permission to do/must not be barred from doing business in the state of Maryland.
3. If possible, please provide a list of government entities within the United States with which the Contractor has active contracts.
4. If possible, please provide a list of governments entities within the state of

Maryland with whom the Contractor has active contracts.

E. PURCHASE ORDERS/PAYMENT TERMS

1. The successful Contractor will be issued a purchase order for work to be performed. Payment will be made after satisfactory completion of the work and submittal of invoice(s). "Satisfactory completion" includes, but may not be limited to, final approval by the Contract Administrator or duly-authorized representative.
2. Invoices shall include, but may not be limited to:
 - a. Purchase order number;
 - b. Description of work performed;
 - c. Location and dates of work performed;
 - d. Contract Price; and
 - e. Remit to Address.
3. Invoice will be submitted to:

Town of Berlin
Attn: Accounts Payable
10 William Street
Berlin, MD 21811
4. NO SERVICE SHALL BEGIN until receipt of purchase order.

F. GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. Exceptions
 - a. All proposals are subject to the terms and conditions outlined herein.
 - b. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of a Contractor's response will be waived and have no effect either on this RFP or any contract that may be awarded resulting from this solicitation.
 - c. Contractor specifically agrees to the conditions set forth in this paragraph by signature to the proposal.

G. Competitive Offer

The signer of any proposal submitted in response to this RFP hereby certifies under penalty of perjury that this proposal has not been arrived at collusively or otherwise in violation of either Federal or Maryland antitrust laws.

H. Oral Explanations

The Town shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.

I. References to Other Data

Only information which is received in response to this RFP will be evaluated. Reference to information previously submitted shall not be evaluated.

J. Elaborate Proposals

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

K. Cost for Proposal Preparation

Any costs incurred by Contractors in preparing or submitting offers are the Contractors' sole responsibility. Berlin will not reimburse any Contractor for any costs incurred prior to award.

L. Time for Acceptance

Each proposal shall state that it is a firm offer which may be accepted within a period of 120 days. Although the Contract is expected to be awarded prior to that time, the 120 day period is requested to allow for unforeseen delays.

M. Titles

Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.

N. Confidentiality of Proposals

In submitting its proposal, the Contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of Berlin, government or private, until after the award of the Contract. Contractors not in compliance with this provision may be disqualified, at the option of Berlin, from contract award. Only discussions authorized by Berlin are exempt from this provision.

O. Right to Submitted Material

All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors shall become the property of Berlin when received.

P. Insurance

The Contractor shall provide with their proposal proof of insurance as per these specifications.

Q. Format

1. All proposals will be prepared with a straightforward, concise delineation of the proposal to satisfy the requirements of the RFP. Proposals are to be written to correspond to and are identified with the terms of this RFP.

2. All proposals must provide a detailed cost as outlined in this RFP.

R. Independent Contractor

The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of, or have any individual contractual relationship with Berlin.

S. Key Personnel

The Contractor shall not substitute key personnel assigned to the performance of this Contract without prior written authorization by Berlin. The individuals designated as key personnel for purposes of this Contract are those specified in the Contractor's proposal.

T. Evaluation Procedure

1. Berlin reserves the right to assign, at its sole discretion, appropriate staff to evaluate the proposals submitted. Berlin may also consult with other independent contractors of Berlin; such contractors shall be excluded from submission and consideration of proposals under this Request for Proposals.
2. Recommendation will be forwarded to the Mayor and Council of Berlin for action. Acceptance of any proposal is the prerogative of the Mayor and Council of the Town of Berlin, Maryland.
3. During the evaluation process, the Contractor may be asked to conduct one or more demonstrations to Town staff and other individuals at the request of Berlin. Such demonstrations may be conducted electronically rather than in person.

GENERAL TERMS AND CONDITIONS

PROHIBITION AGAINST UNIFORM PRICING

Berlin encourages open and competitive pricing by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions. By virtue of submitting a proposal, the proposing Contractor guarantees that it has not been a party with other vendors to an agreement to offer a fixed or uniform price. Violation of this implied guarantee shall render void the proposal of such vendors. Any disclosure to or acquisition by a competitive vendor, in advance of the closing date for this RFP, of the terms or conditions of a proposal submitted by another competitor shall render the entire proceedings void and shall require re-starting the RFP process.

INDEMNIFICATION

Nothing contained in the proposal shall be construed to constitute the Contractor an agent of Berlin of Berlin, Maryland.

The proposing Contractor shall indemnify, keep and save harmless Berlin, its agents, officials and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses which may or otherwise accrue against Berlin in consequence of the granting of a contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the contract recipient or his employees, of the subcontractor or his employees, if any, the contract recipient shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against Berlin in any such action, the contract recipient shall at his own expense, satisfy and discharge the same.

The proposing Contractor expressly understands and agrees that any performance bond or insurance protection required by this RFP or subsequent contract, or otherwise provided by the contract recipient, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Berlin as herein provided.

ACCEPTANCE OF PROPOSALS

Berlin intends to award a contract to the Contractor that best satisfies the needs of Berlin. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a Contractor will be based upon both technical factors and price. This RFP does not commit Berlin to award a contract.

Contents of the proposal may become contractual obligations if a contract ensues.

Berlin may award a contract solely on the basis of the proposal submitted without any additional negotiation. Failure of the Contractor to honor these obligations may result in cancellation of the award.

AWARD OR REJECTION OF PROPOSALS

The Mayor and Council of the Town of Berlin shall award the Contract to the most responsive and responsible Contractor that submits the response that, in Berlin's opinion, best serves the overall interest of Berlin and complies with all provisions of the RFP provided the proposal price is reasonable and it is in the best interest of Berlin to accept it. Berlin reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of Berlin. Berlin reserves the right to reject all proposals and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of Berlin to do so. Berlin also reserves the right to reject the proposal of a Contractor who has previously failed to perform properly or complete contracts of a similar nature on time, or a proposal of a Contractor in which an investigation reveals is not in a position to perform the Contract.

In determining the "most responsive, responsible Contractor", in addition to considering price and the evaluation factors for this RFP, the Mayor and Council of the Town of Berlin or the official authorized to contract for Berlin shall consider:

1. The ability, capacity, and skill of the Contractor to perform the Contract or provide the service required;
2. Whether the Contractor can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The character, integrity, reliability, reputation, judgment, experience and efficiency of the Contractor;
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the Contractor with laws and ordinances relating to the contract or service;
6. The sufficiency of the financial resources and ability of the Contractor to perform the Contract or provide the service;
7. Whether the Contractor is in arrears to Berlin on any debt or contract, is in default on any surety to Berlin, or is delinquent as to any taxes or assessments; and

8. Any other information that may have a bearing on the decision to award a contract.

SUBCONTRACTING

Work proposed to be performed under this Contract by the Contractor or its employees shall not be subcontracted without prior written approval of the contract administrator.

DISCLOSURE OF CONTENTS OF PROPOSALS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and during and after proposal opening, the contents of a proposal or any document submitted with the proposal shall be open to public inspection.

However, Berlin shall deny inspection of any part of a proposal that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to the State Government Article Section 10-617 (Access to Public Records – Required Denials). **IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND MUST IDENTIFY THE DATA OR OTHER MATERIAL TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY.** Otherwise, Berlin disclaims responsibility for disclosure of any such material in the public record.

If a contract is awarded to a vendor or contractor as a result of the submission of restricted information, Berlin shall have the right to duplicate, use or disclose the data to the extent, consistent with Berlin's need in the procurement process.

A vendor or contractor agrees to indemnify, protect, and save harmless the Mayor and Council of Berlin, its officers, agents, volunteer departments and their members, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

PROHIBITED INTEREST

No member or employee of the state or of a local public body during this tenure, or one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof. In this Article, "local public body" means Mayor and Council of the Town of Berlin, Maryland, any political subdivision of the state or any agency of the state or political subdivision.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contractual duties to any other person, firm or

corporation, without the previous written consent of Berlin. If the Contractor desires to assign his right to payment of the contract, Contractor shall notify Berlin immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from his obligations, or change the terms of the contract. It is further understood that the Contractor is solely responsible for completion of turn-key product if sub-contractor is awarded any portion of this service.

TERMINATION OF CONTRACT

Berlin may terminate a contract, in whole or in part, whenever Berlin determines that such termination is in the best interest of the Mayor and Council of the Town of Berlin, Maryland, without showing cause, upon giving written notice to the successful proposer. Berlin shall pay all reasonable costs incurred by the successful proposer up to the date of termination. However, in no event shall the successful proposer be paid an amount which exceeds the price proposed for the work performed. The successful proposer will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the successful proposer has not performed or has unsatisfactorily performed the contract, the Mayor and Council of the Town of Berlin, Maryland may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of Berlin. Failure on the part of a successful proposer to fulfill the contractual obligations shall be considered just cause for termination of the contract. The successful proposer will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by Berlin in re-procuring and/or completing the work.

The Contractor shall stay current in their Federal, State, County and local taxes throughout the full term of any Contract issued. Failure to do shall be grounds for termination of the Contract.

AVAILABILITY OF FUNDS

If applicable, multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Mayor and Council of the Town of Berlin, Maryland. In the event that the Mayor and Council of the Town of Berlin, Maryland does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void effective the termination date of the contract for the fiscal year for which such approvals have been denied.

The Mayor and Council of the Town of Berlin, Maryland reserves the right to immediately terminate a contract in the event funds are no longer available or have been exhausted. If the Mayor and Council of the Town of Berlin, Maryland must terminate a contract, Berlin will attempt to give written notice at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue or profit on the cancelled

portion of the contract.

SERVICE DELIVERY FAILURES

Failures of a Contractor to deliver services within the time specified, or within reasonable time as interpreted by Berlin, or failure to make correct services rendered and materials replaced or installed when so requested, immediately or as directed by Berlin, shall constitute authority for the Mayor and Council of the Town of Berlin, Maryland to purchase in the open market services and materials to correct such deficiencies with services and materials of comparable grade. On all such purchases, the Contractor shall reimburse Berlin, within a reasonable time specified by the Mayor and Council of the Town of Berlin, Maryland, for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.

PAYMENT

Payment shall be made after satisfactory performance of work required during the course of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. The Mayor and Council of the Town of Berlin, Maryland reserves the right to withhold any or all payments or portions thereof for Contractors failure to perform in accordance with the provisions of the contract or any modifications thereto. All invoices submitted by the Contractor shall be payable in thirty (30) days from the date of the invoice.

COMPLETENESS

All information required by this RFP must be supplied to constitute a proper proposal. Berlin shall not be responsible for the premature opening of Proposals if not properly addressed or identified.

LATE PROPOSALS

Proposals or amendments thereto received by Berlin after the due date and time specified will not be considered and will be returned unopened.

NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

RIGHT TO WITHHOLD PAYMENTS

In the judgment of Berlin, Berlin may withhold from the Contractor so much of any approved payments due the Contractor as may be necessary:

- A. To protect Berlin from loss due to defective work not remedied; or
- B. To protect Berlin from loss due to injury to persons or damage to the work

or property of other contractors, subcontractors or others, caused by the act or neglect of the Contractor or any of his subcontractors. Berlin shall have the right as Agent for the Contractor, to apply any such amounts so withheld in such manner as Berlin may deem proper to satisfy such claims or to accrue such protection. Such applications of such money shall be deemed payments for the account of the Contractor.

AGREEMENT

This Agreement made this _____ day of _____ in the year

_____, by and between _____

hereinafter called the Contractor, and the Mayor and Council of the Town of Berlin, Maryland.

WHEREAS, the contract for _____

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

- NOTICE TO PROPOSERS
- SCOPE OF SERVICES
- GENERAL TERMS AND CONDITIONS
- REQUIRED RESPONSE TO RFP
- AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Mayor and Council of the Town of Berlin, Maryland at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Mayor and Council of the Town of Berlin, Maryland evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Mayor and Council of the Town of Berlin, Maryland that he will well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Mayor and Council of the Town of Berlin, Maryland does hereby covenant and agree with the Contractor that it will pay to the Contractor when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it

will well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said _____

_____ and the Mayor and Council of the Town of Berlin, Maryland has caused these presents to be signed by their respective responsible officers.

CONTRACTOR NAME _____

AUTHORIZED CONTRACT REPRESENTATIVE

SIGNATURE TITLE (SEAL)

WITNESS _____

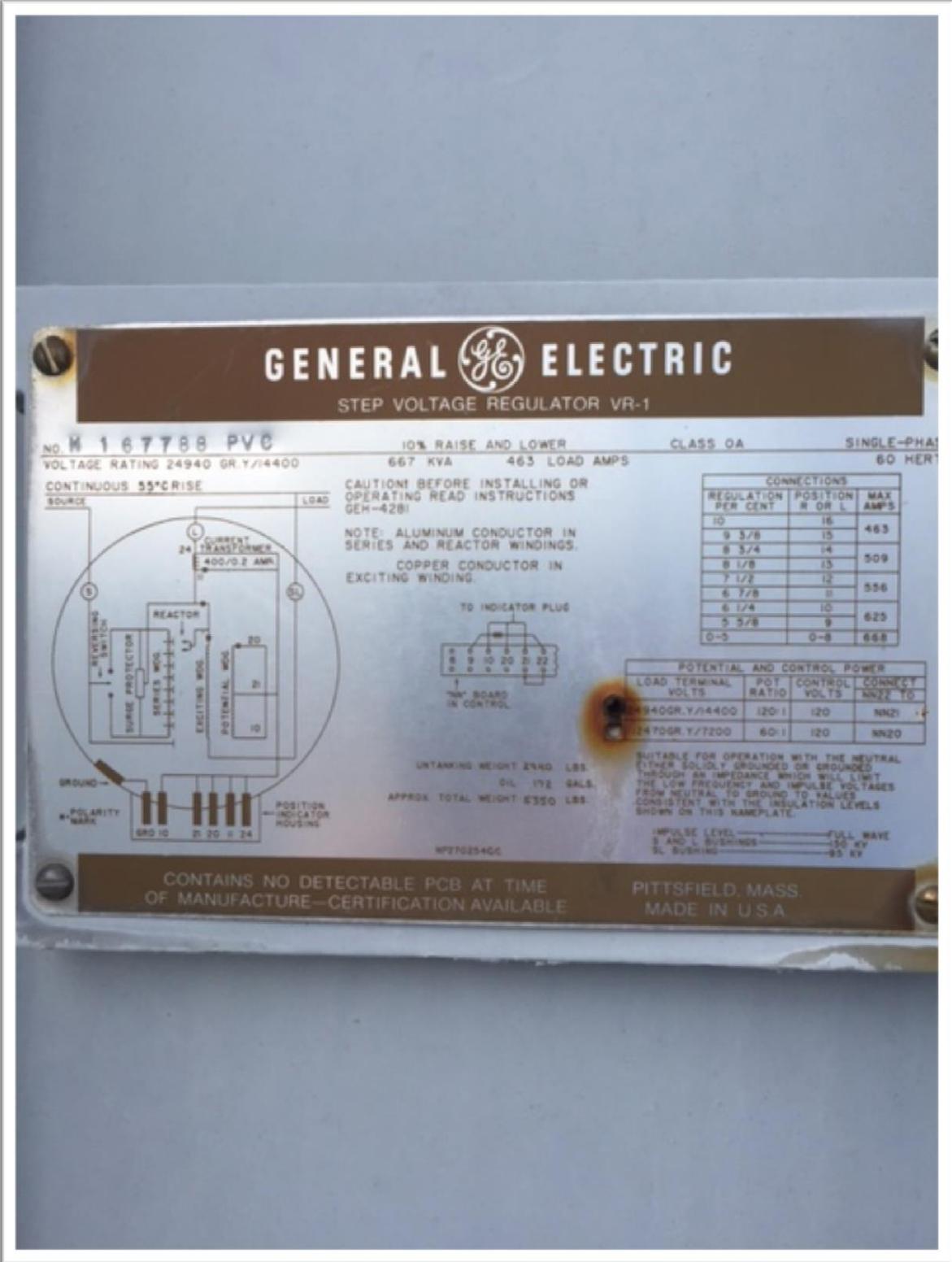
MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND

SIGNATURE TITLE (SEAL)

WITNESS _____

APPROVED FOR LEGAL SUFFICIENCY ON _____
BY:

TOWN ATTORNEY



Existing Regulator Nameplate