



REQUEST FOR PROPOSAL (RFP)

Issue Date: July 24, 2014

RFP# 2015-08213-23

Title: Solar Power Purchase Agreement Services for Albemarle County Public Schools

Issuing Agency: County of Albemarle
401 McIntire Road, Room 248
Charlottesville, VA 22902

Period Of Contract: August 2014 – July 2034

Sealed Proposals Will Be Received Until **3:00 p.m. on August 21, 2014** at the Issuing Agency Address Listed Above For Furnishing The Services Described Herein. Proposals received after the announced time and date for receipt remain unopened. **No telephoned, faxed, or emailed proposals will be considered.**

The face of the envelope or shipping container shall be clearly marked in the lower left hand corner as follows:

RFP#:	2015-08213-23
TITLE:	SOLAR POWER PURCHASE AGREEMENT SERVICES
PROPOSAL DUE:	August 21, 2014 BY 3:00 PM

All Inquiries For Information Should Submitted in Writing and Be Directed To: Brenda Cornett at bcornett2@albemarle.org or by Fax: (434) 972-4006.

PREPROPOSAL CONFERENCE: An optional pre-proposal conference will be held on August 5, 2014 at 9:00 am at the Building Services Office Conference Room, 2751 Hydraulic Road, Charlottesville, VA 22901. Optional site visits to proposed locations will follow.

In Compliance With This Request for Proposal And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated.

By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Name And Address Of Firm:

Zip Code: _____

Date: _____

By: _____

(Signature In Ink)

Telephone Number: (____) _____

Name: _____

Fax Number: (____) _____

(Please Print)

E-mail Address: _____

Title: _____

Virginia Contractor License No. _____

I have the authority to bind the corporation.

Class: _____ Specialty Codes: _____

SMALL, WOMAN, MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS:

YES; NO; **IF YES** ⇒⇒ SMALL; WOMAN; MINORITY; SERVICE DISABLED VETERAN-OWNED

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE:

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for Solar Power Purchase Agreement Services for Albemarle County Public Schools (ACPS). The services will include financial design (FD), Building-Ownership-Operations-Management (BOOM), and Engineering-Procurement-Construction (EPC) for several solar photovoltaic systems on ACPS facilities.

II. BACKGROUND:

On March 18, 2013, Governor Bob McDonnell signed into law, power purchase agreement (PPA) legislation, directing the State Corporation Commission (SCC) to conduct a solar and wind PPA pilot program in Dominion Power service territory. A third-party financier owns the solar equipment, while the customer purchases renewable energy at a fixed rate.

The legislation includes the following limitations:

- Applies to Dominion territory
- Only Applies to solar and wind energy
- Project size minimum of 50 kW
- Maximum of 1 mW (tax-exempt entities are exempt from any minimum)
- Total cap of 50 mW on PPAs as a sub-cap of the overall 1% net-metering cap (about 30% of the 1%).

The intent of this Proposal Request is to obtain the services of a qualified Solar PPA provider.

III. STATEMENT OF NEEDS:

A. Conduct further investigations as needed in addition to the Solar Feasibility Study (Attachment G) to confirm sizing and potential solar PV projects on ACPS properties. Proposal can include all of the following potential facilities or a subset thereof:

- 1) Cale Elementary School – 1757 Avon Street Extended, Charlottesville, VA 22902
- 2) Monticello High School – 1400 Independence Boulevard, Charlottesville, VA 22902
- 3) Agnor-Hurt Elementary School – 3201 Berkmar Drive, Charlottesville, VA 22901
- 4) Albemarle High School – 2775 Hydraulic Road, Charlottesville, VA 22901
- 5) Baker-Butler Elementary School – 2740 Proffit Road, Charlottesville, VA 22911
- 6) Brownsville Elementary School – 5870 Rockfish Gap Turnpike, Crozet, VA 22932
- 7) Greer Elementary School – 190 Lambs Lane, Charlottesville, VA 22901
- 8) Jouett Middle School – 210 Lambs Lane, Charlottesville, VA 22901
- 9) Stony Point Elementary School – 3893 Stony Point Road, Keswick, VA 22947
- 10) Sutherland Middle School – 2801 Powell Creek Drive, Charlottesville, VA 22911
- 11) Henley Middle School Gym – 5880 Rockfish Gap Turnpike; Crozet, VA 22932

B. Provide comprehensive financial design (FD) services for ACPS, to include design of Solar Power Purchase Agreement. The goal of the RFP is to identify the Proposer who will enable the most cost effective energy production over the entire PPA term. Capital funds are not available, and ACPS will only purchase the solar-generated electricity under a Power Purchase Agreement.

C. Provide complete Building-Ownership-Operations-Management (BOOM) and Engineering-Procurement-Construction (EPC) services for 20 years for each project, including but not limited to engineering, designing, authoring and preparing design, financing, and contract documents for the work including but not limited to the installation of solar PV arrays at the proposed locations. The Team will design the array, using the space available at each facility to provide the optimal amount of solar generation available.

D. Provide proposals concerning electrical generation outputs and draft solar power purchase agreement for the project(s). Proposals will include options for purchase and pricing for electrical costs savings.

E. Provide construction administration services to oversee the construction for all work indicated in the contract documents including, but not limited to submittal of all plans, budgets and schedules and attendance at

required project meetings during construction, review and approval of shop drawings, response to construction “requests for information” and preparation of clarification responses where required.

- F. Construct the approved facility (ies) based upon specific design approval by ACPS and all other code and regulatory authorities having jurisdiction. Complete all necessary interconnection agreements for each project between the ACPS and Dominion Virginia Power.
- G. The Team shall provide all material, labor, equipment, supervision, management and administration for accomplishment of the design and construction of solar facilities as approved and authorized by ACPS and code/regulatory authorities having jurisdiction.
- H. Provide all required services for the testing and balancing, maintenance and performance guarantees for the solar photovoltaic array system.
- I. Assist with communications and public relations services to foster public awareness and education about the solar PV projects.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and (3) copies of each proposal along with an electronic copy of the proposal on CD either in Microsoft Word or PDF format must be submitted to the County as a complete sealed proposal. No other distribution of the proposal shall be made by the offeror.
2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the County of Albemarle requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the County. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and “may” identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an offeror to satisfy a "must" or "shall" requirement does not

automatically remove that offeror from consideration; however, it may seriously affect the overall rating of the offerors' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of *Virginia Code § 2.2-4342(F)*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.
 - g. All costs of proposal preparation and presentation shall be borne by each offeror. The County is not liable for any cost incurred by the offeror prior to issuance of a contract.
3. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the County. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The County will schedule the time and location of these presentations. Oral presentations are an option of the County and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS:

Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Section 1 – Methodology/Specific Plan: Provide a description of methodology of the offerors design and management processes incorporating an understanding of the goals and criteria of this project and how the offeror intends to meet those goals and criteria. Provide a specific plan for providing the service including:
 - Preliminary project schedule with milestones for design, permitting, material delivery, installation, commissioning, operation, and project closeout
 - Preliminary system description, performance and warranties. Photovoltaic Energy Equipment must meet the requirements outlined in Attachment F.
 - Preliminary equipment selection, layout and mounting mechanisms.
 - Specifications for equipment procurement and installation
 - Integration of solar PV systems with other power sources
 - Electrical grid interconnection requirements
 - Controls, monitors, and instrumentation
 - System performance monitoring and verification
 - Guidance on how to assist county with any needed roof structural certifications, warranties, repairs, and structural engineer certification for each roof with a proposed solar array.
 - Discussion of allowances specified for removing and re-installing solar panels for roof repairs on any roof where the roof warranty is less than 20 years.
 - Ownership of the solar renewable energy certificates (SRECs) should be retained by Albemarle County Public Schools.
 - Financing proposal including turnkey (design/build) PV systems to include price per kWh for 20 years without an annual escalator. The proposal should have the same contract as a fixed price for

each and every year with no escalation. The financing proposal should include an early purchase option(s).

- The financing proposal must include a net benefit calculation showing the benefits of the service agreement for each year of the agreement. Costs must include the cost of the service agreement plus any and all allowances. Costs should be expressed in total dollars and costs per kWh of the aggregated output from the proposed solar arrays. Benefits must include the projected avoided kWh costs, projected fuel and other electric rider avoided costs and projected avoided peak demand savings where applicable. Responses should be submitted in Excel format to allow for data validation and include the following information:
 - i. Annual benefits must use the most recent 12 months average cost of electricity, fuel, riders and cost per peak KW charges. Electricity data is included as Attachment G.
 - ii. Use a 3% cost escalation over the 20 years for Dominion's electricity rate
 - iii. Annual panel degradation should be 0.5%
 - iv. Use a de-rate factor of 0.8 on PV-Watts to calculate system kWh output
- Demonstrate ability to expeditiously register the system capacity under the Dominion Solar PPA Pilot Program with the State Corporation Commission.

2. Section 2 – Experience: A written narrative statement to include:

- Experience in providing the services described herein
- Staffing: Provide the names, qualifications, degrees, certifications, experience and licenses of key employees, consultants, and sub-consultants to be assigned to the project. Provide the length (time and number of projects) of relationship the offeror has with the proposed employees, consultants, and sub-consultants.
- Resumes of staff to be assigned to the project.
- References: Provide at least four references for which work of a similar nature to that described herein was performed within the past three years. The reference should include the name, title, address, phone number, and email for the person on the owner's team most intimate with the details of project being referenced. See Attachment A - Offeror Data Sheet. Pursuant to *Virginia Code* §2.2-4311.2(B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

3. Section 3 – Additional Information: This section is to be used to provide the following information. In addition, you may add any other relevant information to this section.

- **Describe any planned use of small businesses and businesses owned by women and minorities and service disabled veterans in fulfilling this contract.**
- Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
- Attachment A – Offeror Data Sheet
- Attachment B – State Corporation Commission Form
- Attachment C – Certificate of No Collusion
- Attachment D – Proprietary/Confidential Information Identification
- Attachment E – Certification of Crimes Against Children and Acts of Moral Turpitude
- Attachment F – Photovoltaic Energy Equipment Requirements
- Attachment G – Solar Feasibility Study
- Attachment H – Usage and Demand History for Potential Sites; VEPGA Rate Schedule
- Insurance: See General Terms and Conditions Section. Insurance for required coverages and limits.

V. EVALUATION AND AWARD CRITERIA: This section is in two parts. The first part, “Evaluation Criteria,” explains how the proposals will be evaluated. The second part is the “Award of Contract” clause that states how the award will be made.

- A. EVALUATION CRITERIA: Proposals shall be evaluated by the County of Albemarle using the following criteria:

Proposals shall be evaluated by the County of Albemarle using the following criteria:

<u>Criteria</u>	<u>Point Value</u>
Demonstrated ability to comprehensively perform all services detailed in this RFP.	25%
Offeror's approach/methodology employed in performing solar PPA services.	15%
Overall qualifications and capacity of the firm to perform the services required. Experience and qualifications of the proposed personnel assigned to provide the services, to include experience administering similar agreements and partnering organizations.	35%
Proposed schedule for performing services indicating the ability to meet required deadlines and geographic location of principal business office and any partnering organizations.	25%

- B. AWARD OF CONTRACT: Procurement of professional services. The County of Albemarle shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the public body may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, outlined in this subdivision, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the County Executive or Purchasing Agent determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

A schedule of implementation milestones should be included in the implementation plan.

Appropriate reports indicating progress towards the defined milestones should be delivered to the County's project manager at the end of each month throughout the implementation period.

VII. PREPROPOSAL CONFERENCE:

An optional preproposal conference will be held on August 5, 2014 at 9:00 am at the Building Services Office Conference Room, 2751 Hydraulic Road, Charlottesville, VA 22901. Optional site visits to proposed locations will follow.

VIII. GENERAL TERMS AND CONDITIONS:

- A. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this

proposal, no indication of such sales or services to the County of Albemarle will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the County of Albemarle has purchased or uses any of its products or services, and the contractor shall not include the County of Albemarle in any client list in advertising and promotional materials, unless the contractor has been given written permission by a County representative who is authorized to sign on behalf of the County.

- B. ANNOUNCEMENT OF AWARD: Public notice of the award of this contract, or the announcement of the decision to award this contract, shall be given in the following manner: posting of a written notice on the bid board located in the Purchasing Department www.albemarle.org/purchasing .
- C. NON-DISCRIMINATION: By submitting their proposals, offers certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginias with Disabilities Act, the Americans with Disabilities Act and *Virginia Code* § 2.2-4311. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipients religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Virginia Code* § 2.2.4343.1(E)).

Every contract over \$10,000 shall include the provisions:

1. During the performance of this contract, the contractor agrees as follows:
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that it is an equal opportunity employer.
 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of No. 1 above in every subcontract or purchase order over \$10,000, so that the provision will be binding upon each subcontractor or vendor.

- D. NON-DISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- E. NON-DISCRIMINATION OF FAITH-BASED ORGANIZATIONS: The County of Albemarle does not discriminate against faith-based organizations.

- F. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the County of Albemarle all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the County of Albemarle under said contract.

- G. APPLICABLE LAWS & COURTS: This procurement transaction, and any resulting contract, shall in all aspects be governed by the laws of the Commonwealth of Virginia, notwithstanding conflicts of laws provisions and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The County and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- H. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the County.
- I. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- J. PROPOSAL ACCEPTANCE: Proposals must be submitted by the date and time stated in this solicitation. Proposals will be date and time stamped upon receipt and retained unopened in a secure location until proposal opening. No consideration will be given to date of postmark or error in delivery to incorrect address. It is the responsibility of the offeror to ensure timely and correct delivery of proposal.
- K. PROPOSAL ACCEPTANCE PERIOD: Each proposal submitted must be and remain valid for a period of at least sixty (60) days from opening date.
- L. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. No fixed price contract may be increased by more than twenty percent (25%) or \$50,000, whichever is greater, of the amount of the contract without the advance approval of the County Executive or designee, and under no circumstances may the amount of this contract be increased, without adequate consideration, for any purpose (including, but not limited to, relief of the Contractor from the consequences of an error in its bid or offer).
 2. The County may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the County's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor

from promptly complying with the changes ordered by the County or with the performance of the contract generally.

- M. **CLARIFICATION OF TERMS:** The County will assume no responsibility for oral instructions, suggestion or interpretation. Any question regarding the proposal documents and/or scope of work/specifications shall be directed to the Purchasing Division and any material change will be submitted to all offerors through issuance of an addendum. **Any questions related to this RFP MUST be submitted to the Purchasing Division no fewer than seven (7) work days prior to the proposal opening date specified.** Questions should be in writing and electronic transmission is preferred. Questions submitted beyond the time specified above may be left unanswered if sufficient time does not allow a response to all prospective offerors without causing an unacceptable delay in the process. Any contact with any County representative, other than that outlined within this solicitation, concerning this RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.
- N. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the County's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the County of any breach or suspected breach in the security of such information. Contractors shall allow the County to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.
- O. **CONTRACTOR'S FORMS/BOILERPLATE CONTRACTS:** All written agreements, contracts, service agreements, account applications, forms and other documents, of any nature, that the Contractor would require the County to sign in connection with any contract resulting from this procurement transaction, or the performance thereof by the Contractor, must be submitted along with the Contractor's proposal. Under no circumstances shall the County be required to agree to any contractual provision (i) that would materially conflict with any provision of this request for proposals, (ii) that would affect the price, quality, quantity or delivery schedule for any goods or services, or (iii) that would, in the County's sole discretion, materially alter the overall combination of quality, price and various elements of required services that in total are optimal relative to the County's needs, and the Contractor shall not condition its performance or delivery upon any such agreement by the County.
- P. **CONTRACTUAL CLAIMS:** Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment; however, written notice of the contractor's intention to file a claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The County has established an administrative procedure for consideration of contractual claims, and a copy of such procedure is available upon request from the County's Purchasing Office. Contractual disputes shall also be subject to the provisions of *Virginia Code* §2.2-4363(D) and (E) (exhaustion of administrative remedies) and §2.2-4364 (legal actions).
- Q. **COOPERATIVE CONTRACTING:** This procurement is being conducted by County of Albemarle in accordance with the provisions of *Virginia Code* § 2.2-4304. Except for contracts for architectural and engineering services, if agreed to by the contractor, other public bodies may utilize this contract. The Contractor shall deal directly with any public body it authorizes to use the contract. Albemarle County, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of an Albemarle County contract. The County of Albemarle assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- R. **DEBARMENT STATUS:** By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- S. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor

responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

- T. **DESIGNATED PERSONNEL**: The personnel designated in the management summary for key positions shall not be changed except with the permission of the County. Contractor may not substitute other staff or individual(s) without the prior, express written consent of the County. The County shall not be required to consent or accept any substitution(s) if to do so would require an increase in the compensation due the Contractor under this Agreement, or a reduction in the quantity or quality of the Service by this Agreement, as determined in the County's sole discretion.
- U. **DRUG-FREE WORKPLACE**: Pursuant to *Virginia Code* § 2.2-4312, during the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- V. **ETHICS IN PUBLIC CONTRACTING**: Pursuant to *Virginia Code* § 2.2-4367: By submitting a proposal, the offeror certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- W. **HEADINGS**: Section, article and paragraph headings contained within this Request for Proposals have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Request for Proposals.
- X. **IDLING REDUCTION REQUIREMENT**: For any work performed within the City of Charlottesville, contractors are required to comply with the City of Charlottesville's Idling Reduction Policy for Motor Vehicles and Equipment, policy number 100-12. This policy is available at www.charlottesville.org/purchasing under the Vendor Registration link.
- Y. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By entering into a written contract with the County of Albemarle, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- Z. **INCLEMENT WEATHER/CLOSURE OF COUNTY OFFICES**: If the County of Albemarle is closed for business at the time scheduled for proposal opening, for whatever reason, sealed proposals will be accepted and opened on the next scheduled business day, at the originally scheduled time.
- AA. **INDEMNIFICATION**: Pursuant to Virginia law, the County of Albemarle, Virginia may not indemnify any party for any purpose. Any provisions in this agreement providing to the contrary are hereby deleted.
- BB. **INSURANCE**: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will purchase and maintain, at its sole expense, and from a company or companies authorized to do business within the Commonwealth of Virginia, insurance policies containing the following types of coverages and minimum limits, protecting from claims which may arise out of or result from the offeror's performance or non-performance of services under this Contract, or the performance or non-performance of

services under this Contract by anyone directly or indirectly employed by the offeror or for whose acts it may be liable:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. This policy shall specifically list Virginia as a covered state.
- b. Employer's Liability - \$100,000. This policy shall specifically list Virginia as a covered state.
- c. Commercial General Liability - \$2,000,000 aggregate per location. Commercial General Liability is to include bodily injury and property damage, personal injury, advertising injury, contractual liability, and products and completed operations coverage. The County of Albemarle and its officers, employees agents and volunteers must be named as additional insureds and be so endorsed on the policy.
- d. Automobile Liability - \$1,000,000 per occurrence
- e. Umbrella or Excess Liability Coverage (endorsed)
- f. Professional Liability Insurance

All insurance coverage:

1. shall be issued by an insurance carrier authorized to do business within the Commonwealth of Virginia and rated A – VIII or better, by A. M. Best Company or equivalent rating from an alternate recognized ratings agency, and otherwise acceptable to the County;
2. shall be kept in force throughout performance of services;
3. shall be an occurrence based policy;
4. shall include completed operations coverage;
5. shall contain a cross liability or severability of interest clause or endorsement. Insurance covering the specified additional insured shall be primary and non-contributory, and all other insurance carried by the additional insureds shall be excess insurance;
6. where additional insured required, such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offerors's policy regardless of the minimum requirements specified in the Contract.

Proof Of Insurance: Prior to performance of any services or delivery of goods, the Offeror shall (i) have all required insurance coverage in effect; (ii) the Offeror shall deliver to the County certificates of insurance for all lines of coverage. The Offeror shall be responsible that such coverage evidenced thereby shall not be substantially modified or canceled without 30 days prior written notice to the County; and (iii) the Offeror shall deliver to the County endorsements to the policies which require the County and its officials, officers, employees, agents and volunteers be named as "additional insured". Policies which require this endorsement include: Commercial General Liability, Automobile, Umbrella. Such endorsements must be approved by the County, and (iv) upon the request of the County, provide any other documentation satisfactory to the County in its sole discretion, evidencing the required insurance coverage, including but not limited to a copy of the insurance policy and evidence of payment of policy premiums. The Offeror shall require each of its subcontractors and suppliers to have coverage per the requirements herein in effect, prior to the performance of any services by such subcontractors and suppliers. Further, the Offeror shall ensure that all Required Insurance coverages of its subcontractors and suppliers is and remains in effect during performance of their services on the Project and certifies by commencement of the Work that this insurance and that of subcontractors is in effect and meets the requirements set forth herein. The County shall have no responsibility to verify compliance by the Offeror or its subcontractors and suppliers.

Effect Of Insurance: Compliance with insurance requirements shall not relieve the Offeror of any responsibility to indemnify the County for any liability to the County, as specified in any other provision of this contract, and the County shall be entitled to pursue any remedy in law or equity if the Offeror fails to comply with the contractual provisions of this contract. Indemnity obligations specified elsewhere in this Contract shall not be negated or reduced by virtue of any insurance carrier's denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or by any insurance carrier's refusal to defend any named insured.

Waiver Of Subrogation: The Offeror agrees to release and discharge the County of and from all liability to the Offeror, and to anyone claiming by, through or under the Offeror, by subrogation or otherwise, on account of

any loss or damage to tools, machinery, equipment or other property, however caused.

Sovereign Immunity: Nothing contained herein shall effect, or shall be deemed to affect, a waiver of the County's sovereign immunity under law.

Right to Revise or Reject: The County reserves the right, but not the obligation, to revise any insurance requirement not limited to limits, coverages and endorsements, or reject any insurance policies which fail to meet the criteria stated herein. Additionally, the County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

Umbrella or Excess Liability Coverage which (i) includes premises/operations, product/completed operations, contractual liability, independent contractors, broad-form property and contents damage for (100%) of the replacement cost, underground, explosion and collapse hazard, and personal/advertising injury, (ii) includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles, (iii) fire (with extended coverage), theft, vandalism, malicious mischief, collapse, earthquake, flood, water, windstorm, falsework, testing and startup, temporary buildings, contents, debris removal, and which provides coverage for one hundred percent (100%) of the replacement cost of the loss experienced and the offeror's scope of the Work, and (iv) has per-occurrence limits of not less than Ten Million Dollars (\$10,000,000) per location. This insurance shall name the County and its officials, officers, and employees and agents as "additional insureds" by **endorsement** to the Umbrella or Excess Liability policy. Such policy shall not have a restriction on the limits of coverage provided to the County as an additional insured. The County shall be entitled to protection up to the full limits of the offeror's policy regardless of the minimum requirements specified in this contract.

Professional Liability Insurance: At its sole expense, and prior to commencing any activities under this Agreement, offeror shall secure professional liability insurance, covering any damages caused by the negligent or wrongful acts or omissions of the offeror, its employees and agents in the performance of this Agreement, with coverage in an amount not less than \$2,000,000 per occurrence, \$6,000,000 aggregate ("Required Insurance"). Offeror shall maintain the Required Insurance in effect throughout the Term of this Agreement and for a period of five (5) years following final acceptance of the Project by the County. Upon execution of this Agreement, offeror shall provide the County with a certificate of insurance, or other written documentation satisfactory to the County in its sole discretion, issued by offeror's insurance company(ies), confirming the Required Insurance and the beginning and ending date(s) of Contractor's policy(ies). Upon receipt of any notice, verbal or written, that the Required Insurance is subject to cancellation, offeror shall immediately (within one business day) notify the County. offeror's failure to comply with any of the requirements of this Section shall constitute a material breach of this Agreement entitling the County to terminate this Agreement without notice to offeror and without penalty to the County.

Additional Requirements for Professional Liability Insurance: If purchasing the following services, various Professional Liability/Errors and Omissions coverages are required when soliciting these services. You do not need to consult Risk Management. Pull the limits for the appropriate profession/service listed, and insert the limits in the Professional Liability Insurance section.

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,150,000 per occurrence, \$3,000,000 aggregate
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

Reduced Insurance Requirements: IF the scope of goods or services does not include installation or setup or maintenance service and the delivery is limited to a central delivery point, the required minimum policy limits may be reduced for the following coverages:

Comprehensive Commercial General Liability: The Contractor and any subcontractor will maintain, at a minimum combined single Limit of Liability for bodily injury and property damage of \$500,000 per occurrence, with coverage for premises operations.

Automobile Insurance: The Contractor and any subcontractor will provide a minimum combined single limit of liability for bodily injury and property damage of \$500,000 per accident on all owned, hired, and non-owned vehicles operated by their employees.

- A. **OSHA STANDARDS:** All contractors and subcontractors performing services for the County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

- B. **OWNERSHIP OF DOCUMENTS:** All information, documents, and electronic media furnished by the County to the Contractor belong to the County, are furnished solely for use in connection with the Contractor's performance of Services required by this Agreement, and shall not be used by the Contractor on any other project or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than Services rendered to the County hereunder is specifically authorized in writing by the County in advance. All documents or electronic media prepared by or on behalf of the Contractor for the County are the sole property of the County, free of any retention rights of the Contractor. The Contractor hereby grants to the County an unconditional right of use, for any purpose whatsoever, documents or electronic media prepared by or on behalf of the Contractor pursuant to this Agreement, free of any copyright claims, trade secrets, or any other proprietary rights with respect to such documents.

- C. **PAYMENT:**
 - 1. **To Prime Contractor:**
 - a. The County shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice for goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the require payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made.
 - b. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.
 - c. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number.
 - d. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which County department is being billed.

- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve a County department of its prompt payment obligations with respect to those charges which are not in dispute (*Virginia Code* § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the County and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

- D. PAYMENT TERMS: Proposal must clearly state payment terms desired. Such terms as proposed shall be negotiable.
- E. PERMITS AND FEES: All proposals submitted shall have included in price the cost of any business or professional licenses, permits or fees required by the County of Albemarle or the Commonwealth of Virginia. The offeror must have all necessary licenses to perform the services in Virginia and, if practicing as a corporation, be authorized to do business in the Commonwealth of Virginia.
- F. PRECEDENCE OF TERMS: The following General Terms and Conditions: APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF COUNTY FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- G. PUBLIC INSPECTION OF CERTAIN RECORDS: Except as otherwise provided, and in accordance with *Virginia Code* §2.2-4342, all proceedings, records, contracts and other public records relating to the County's procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the *Virginia Code* §2.2-3700 et seq. Any offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after interviews and negotiations are completed, but prior to award, except in the event the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract. Trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, but only if the offeror (i) invokes the protections of *Virginia Code* §2.2-4342 prior to or upon submission of the data or other materials; (ii) identifies the specific data or other materials to be protected, and (iii) states the reasons why protection is necessary. A general designation of a contractor's entire proposal submission as being "confidential" shall not

be sufficient to invoke the protections referenced above.

- H. **QUALIFICATIONS OF OFFERORS:** The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the County all such information and data for this purpose as may be requested. The County reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The County further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- I. **RIGHT TO ACCEPT OR REJECT OFFERORS:** The County reserves the right to accept or reject any or all proposals in whole or in part.
- J. **SCHOOL CONTRACTOR CERTIFICATION:** Contractor acknowledges that any contract resulting from this solicitation for services may require Contractor, Contractor's employees or other persons within Contractor's control to have direct contact with Albemarle County Public School students on school property during regular school hours or during school-sponsored activities. As evidenced by the authorized signature below, Contractor hereby certifies to the County of Albemarle and to the Albemarle County School Board that all persons who will provide such services for or on behalf of the Contractor on public school property have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor hereby acknowledges that, pursuant to *Virginia Code* § 22.1-296.1, any person making a materially false statement regarding any such offense shall be guilty of a Class I misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

Contractor hereby agrees that this Certification shall be binding throughout the contract term, and that it will provide immediate notice to the County of Albemarle and the Albemarle County School Board of any event that renders this certification untrue.

- K. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to the *Virginia Code* §2.2-4311.2 (B), a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Link to the Virginia State Corporation Commission site: <http://www.scc.virginia.gov/>.
- L. **TAXES:** Include only taxes applicable to the project in this proposal. The County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificate indicating the County's tax exempt status will be furnished by the County of Albemarle upon request.
- M. **TESTING AND INSPECTION:** The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **TRANSPORTATION AND PACKAGING:** All prices submitted must be FOB Destination - Freight Prepaid and Allowed. By submitting their proposals, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- O. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and

technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Adequate data for evaluation purposes must be provided. Unless the offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

- P. The terms and conditions set forth above within this Request for Proposals shall be deemed incorporated into any contract resulting from this procurement transaction, as if set forth therein verbatim.

IX. SPECIAL TERMS AND CONDITIONS:

- A. **AUDIT:** The Contractor hereby agrees to retain all books, records, systems, and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County and its authorized agents shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** The County may terminate any agreement resulting from this solicitation at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
- C. **FORM W-9 REQUIRED:** Each offeror shall submit a completed W-9 form with their offer. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- D. **ONLINE VENDOR REGISTRATION REQUIRED:** In the event of contract award, vendor is required to register using the County's online vendor registration in order to issue purchase orders and payments to your firm. Further information regarding our online vendor registration can be found on our website at www.albemarle.org/purchasing or you can go directly to the site at <http://bso.albemarle.org/bso/>.

- X. **METHOD OF PAYMENT:** The County shall promptly pay for completed delivered goods or services by the required payment date. The required payment date shall be either: (i) the date on which payment is due under the terms of a contract for the provision of goods or services, or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after an invoice is rendered, whichever is later. Separate payment dates may be specified for contracts under which goods or services are provided in a series of partial executions or deliveries to the extent that the contract provides for separate payment for partial execution or delivery. Within 20 days after the receipt of an invoice or goods or services, the County shall notify the supplier of any defect or impropriety that would prevent payment by the required payment date. In the event that the County fails to make payment by the required payment date, the County shall pay any finance charges assessed by the supplier that shall not exceed one percent per month. In cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made. Individual contractors shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide the County with a federal employer identification number, prior to receiving any payment from the County.

XI. ATTACHMENTS:

ATTACHMENT A	Offeror Data Sheet
ATTACHMENT B	State Corporation Commission Form
ATTACHMENT C	Certification of No Collusion
ATTACHMENT D	Proprietary/Confidential Information Identification
ATTACHMENT E	Certification of Crimes Against Children and Acts of Moral Turpitude
ATTACHMENT F	Photovoltaic Energy Equipment Requirements
ATTACHMENT G	Solar Feasibility Study
ATTACHMENT H	Usage and Demand History for Potential Sites; VEPGA Rate Schedule

OFFEROR DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Vendor's Primary Contact:
Name: _____ Phone: _____
3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months
4. Vendor Information:
FIN or FEI Number: _____ If Company, Corporation, or Partnership
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

B.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

C.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

D.	Company: _____	Contact: _____
	Phone: _____	Email: _____
	Dates of Service: _____	\$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (SCC) registration information. The bidder/offeror:

<input type="checkbox"/>	is a corporation or other business entity with the following Virginia SCC identification number: _____ -OR-
<input type="checkbox"/>	is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
<input type="checkbox"/>	is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder/offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder/offeror's out-of-state location) -OR-
<input type="checkbox"/>	is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned bidder's/offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia. Attach opinion of legal counsel to this form.
<input type="checkbox"/>	Check the following box if you have <u>not completed any of the foregoing options</u> but currently have pending before the Virginia SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids/proposals (the City reserves the right to determine in its sole discretion whether to allow such waiver).

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

CERTIFICATION OF NO COLLUSION

The undersigned, acting on behalf of _____, does hereby certify in connection with the procurement and proposal to which this Certification of No Collusion is attached that:

This proposal is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce: nor is this proposal the result of, or affected by, any act of fraud punishable under Article 1.1 of Chapter 12 of Title 18.2 Code of Virginia, 1950 as amended (&&18.2-498.1 atseq.)

Signature of Company Representative

Name of Company

Date

ACKNOWLEDGEMENT

STATE OF VIRGINIA

COUNTY OF ALBEMARLE, to wit:

The foregoing Certification of No Collusion bearing the signature of _____ and dated _____ was subscribed and sworn to before the undersigned notary public by _____ on _____.

Notary Public

My commission expires: _____

CODE OF VIRGINIA

&18.2-498.4. Duty to provide certified statement. A. The Commonwealth, or any department or agency thereof, and any local government or any department or agency thereof, may require that any person seeking, offering or agreeing to transact business or commerce with it, or seeking, offering or agreeing to receive any portion of the public funds or moneys, submit a certification that the offer or agreement or any claim resulting thereon is not the result of, or affected by, any act of collusion with another person engaged in the same line of business or commerce, or any act of fraud punishable under this article.

B. Any person required to submit a certified statement as provided in paragraph A above who knowingly makes a false statement shall be guilty of a Class 6 felony. (1980, c.472)

ATTACHMENT D

**PROPRIETARY/CONFIDENTIAL INFORMATION
IDENTIFICATION**

Name of Firm/Offeror: _____

RFP#: _____

Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers, and state reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures or paragraphs that constitute trade secrets or proprietary information. In addition, a summary of proprietary information shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

SECTION/TITLE	PAGE NUMBER (S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE

ATTACHMENT E

**CERTIFICATION OF CRIMES AGAINST CHILDREN
AND ACTS OF MORAL TURPITUDE**

Contractor acknowledges that the implementation of this contract requires Contractor, Contractor's employees and/or subcontractors to have direct contact with Albemarle County Public Schools' students. Therefore, Contractor hereby certifies that neither Contractor nor, to the best of Contractor's knowledge, its employees and/or subcontractors have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor further certifies and shall indicate below whether Contractor and, to the best of Contractor's knowledge, its employees and/or its subcontractors, who will have direct contact with Albemarle County Public School students, have been convicted of a crime of moral turpitude. Crimes of "moral turpitude" are those crimes involving lying, cheating or stealing.

For the purposes of this certification, "direct contact with students" means being in the presence of students during regular school hours or during school sponsored activities.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1(C), making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Albemarle County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.



Have you or, to the best of your knowledge, any of your employees and/or subcontractors who will have direct contact with students been convicted of a crime of moral turpitude?

- NO
- YES (please explain) _____

Contractor

Date

By: _____

Title: _____

ATTACHMENT F

PHOTOVOLTAIC ENERGY EQUIPMENT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

1.2 SUMMARY

A. Section Includes:

1. PV laminates (cells laminated into rigid sheets, with connecting cables).
2. PV modules (laminates in mounting frames).
3. Charge controllers.
4. Inverters.
5. Mounting structures.

1.3 DEFINITIONS

- A. CEC: California Energy Commission.
- B. MPPT: Maximum power point tracking.
- C. PTC: USA standard conditions for PV.
- D. PV: Photovoltaic.
- E. STC: Standard Test Conditions defined in IEC 61215.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for PV panels.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. Shop Drawings: For PV modules.

1. Include plans, elevations, sections, and mounting details.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Detail fabrication and assembly.

1.5 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

- B. Sample Warranty: For manufacturer's special materials and workmanship warranty and minimum power output warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For PV modules to include in operation and maintenance manuals.

1.7 WARRANTY

- A. Manufacturer's Special Materials and Workmanship Warranty: Manufacturer agrees to repair or replace components of PV modules that fail in materials or workmanship within specified warranty period.

- 1. Manufacturer's materials and workmanship warranties include, but are not limited to, the following:
 - a. Experience no mechanical adverse effects limiting solar module stability so long as the Product is correctly installed and used in accordance with the maintenance and installation instructions
 - b. Contain cable and connector plugs that remain safe and operational so long as the Product is professionally installed and not permanently positioned in water. Warranty does not cover damage to the cable caused by (a) abrasion on a rough lower surface caused by insufficient fixing or running of the cable unprotected over sharp edges, or (b) animals or insects.
 - c. Product warranty does not cover scratches, stains, mechanical wear, rust, mold, optical deterioration, discoloration and other cosmetic changes occurring after delivery to the extent such cosmetic changes do not result in deterioration in the Product's functional capability. Glass breakage is covered by the above warranty only so long as such damage was not caused by any cause external to the Product itself.
- 2. PV Module Warranty Period: 10 years from date of Substantial Completion.

- B. Manufacturer's Special Minimum Power Output Warranty: Manufacturer agrees to repair or replace components of PV modules that fail to exhibit the minimum power output within specified warranty period. Special warranty, applying to modules only, applies to materials only, on a prorated basis, for period specified.

- 1. Manufacturer's minimum power output warranties include, but are not limited to, the following warranty periods, from date of Substantial Completion:
 - a. Specified minimum power output to 80 percent or more, for a period of 25 years will meet the following qualifications:
 - 1) Will remain at or above 97% during the first year of operation, and
 - 2) Starting with the second year of Product operation will decline annually by no more than 0.7% through the end of the warranty term.

PART 2 - PRODUCTS

2.1 MANUFACTURED UNITS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide solar module with 72 monocrystalline cell architecture.

2.2 PERFORMANCE REQUIREMENTS

- A. NRTL (Nationally Recognized Testing Laboratory) Listing: Entire assembly shall be listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for electrical and fire safety, according to UL 1703.

2.3 SYSTEM DESCRIPTION

A. Grid-Tied PV System:

1. Connected via a utility meter to the electrical utility.
2. System Components:
 - a. PV modules
 - b. Array frame.
 - c. Charge controller.
 - d. String Inverter.
 - e. Overcurrent protection/combiner box.
 - f. Mounting structure.
 - g. Utility meter.

2.4 MANUFACTURED UNITS

A. Cell Materials: Monocrystalline

B. Module Construction:

1. Nominal Size: 38.7 inches wide by 77.6 inches long.
2. Weight: 50.70 lbs

C. Front Panel: Tempered, low iron, glass with anti-reflective coating

D. Junction Box: NEMA IP67 rated; 3 internal bypass diodes

E. Output Cabling: 12 AWG (4 mm²) PV Wire cable with 1000V rated cabling and connectors

F. Series Fuse Rating: 15 Amps

2.5 CAPACITIES AND CHARACTERISTICS

A. Minimum Electrical Characteristics:

1. Rated Open Circuit Voltage (V_{oc}): 46.1 V dc.
2. Maximum System Voltage: 1000 V dc.
3. Maximum Power at Voltage (V_{pm}): 36.8 V dc.
4. Short-Circuit Temperature Coefficient: +0.047 (%/°C)
5. Rated Short-Circuit Current (I_{sc}): 9.20 amperage.
6. Maximum Power at STC (P_{max}): 320 Watts.

2.6 MODULE FRAMING

A. PV laminates mounted in anodized extruded-aluminum frames.

2.7 ARRAY CONSTRUCTION

A. Flat-Roof Mounting:

1. No roof penetrations.
2. Self-ballasting.

3. Wind speed rated: 100-mph wind.
4. Service Life: 10 year warranty on equipment.

B. Standing Seam Roof Mounting:

1. No roof penetrations from mounting structure
2. Standing Seam non-penetrating clamping
3. Corrosion-resistant Aluminum racking
4. Wind speed rated: 120-mph
5. Service Life: 10 year warranty on equipment

2.8 INVERTER

A. Control Type: Maximum power point tracker control

B. Inverter Electrical Characteristics:

1. Maximum Recommended PV Input Power: 20.0 to 27.6kW per inverter
2. Maximum Voc: 1000 **V dc**
3. PV Start Voltage: 360 **V dc**
4. MPPT Voltage Range: 450-800 **V dc**
5. Maximum Input Current: 30 A dc per MPPT Channel
6. Number of String Inputs: 8
7. Number of Independent MPPT Circuits: 2
8. Rated Grid AC Voltage: 480 **V ac**
9. Maximum Output Current: 27.0 to 36.0 A dc
10. Peak Efficiency: 98.2 percent
11. CEC Weighted Efficiency: 97.5 percent.
12. DC/AC Terminal Range (AWG): 12 AWG to 2 AWG.

C. Operating Conditions:

1. Operating Ambient Temperatures: Minus 22 to plus 140 deg F
2. Relative Humidity: 0 to 100 percent, condensing.

D. Enclosure:

1. NEMA4X.
2. Cooling Methods: Natural Convection
3. Weight: 157 to 168 lb
4. Dimensions: 41.7 by 27.6 by 11.5 inches

E. Regulatory Approvals:

1. IEEE 1547
2. IEEE 1547.1
3. UL 1741

2.9 MOUNTING STRUCTURES

A. Flat-Roof Mounting:

1. No roof penetrations.

2. Self-ballasting.
 3. Wind speed rated: 100-mph wind.
 4. Service Life: 10 year warranty on equipment.
- B. Standing Seam Roof Mounting:
1. No roof penetrations from mounting structure
 2. Standing Seam non-penetrating clamping
 3. Corrosion-resistant Aluminum racking
 4. Wind speed rated: 120-mph
 5. Service Life: 10 year warranty on equipment

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrate areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Do not begin installation until mounting surfaces have been properly prepared.
- C. If preparation of mounting surfaces is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- D. Examine modules and array frame before installation. Reject modules and arrays that are wet, moisture damaged, or mold damaged.
- E. Examine roofs, supports, and supporting structures for suitable conditions where PV system will be installed.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 FIELD QUALITY CONTROL

- A. Perform tests and inspections in accordance with manufacturers recommendations.
- B. PV module will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.