Loudoun County, Virginia

REQUEST FOR PROPOSAL

MASTER RENEWABLE ENERGY POWER PURCHASE AGREEMENT FOR LOUDOUN COUNTY FACILITIES

ACCEPTANCE DATE:	Prior to 4:00 p.m., **August 15, 2023** “Atomic” Time
RFP NUMBER:	RFQ 632795
ACCEPTANCE PLACE:	Loudoun County Government Offices 1 Harrison Street, S.E., 1st Floor **Drop Box: Procurement Bids and Proposals** Leesburg, Virginia 20175

The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175, ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

ALL HAND DELIVERED PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 p.m.

Please contact the Contracting Officer designated on the front cover of the solicitation with any questions regarding this process. Offerors are strongly encouraged to check the County’s website routinely for updates.

Requests for information related to this Proposal should be directed to:

Kristy D. Varda, NIGP-CPP, CPPO, CPPB
Contracting Officer
(571) 258-3144
(703) 771-5097 (Fax)
Kristy.Varda@loudoun.gov
This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: June 28, 2023

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.
REQUEST FOR PROPOSAL

MASTER RENEWABLE ENERGY POWER PURCHASE AGREEMENT FOR LOUDOUN COUNTY FACILITIES

SECTION/TITLE PAGE

ATTACHMENTS:

Prepared By: s/Kristy D. Varda, NIGP-CPP, CPPO, CPPB Date: June 28, 2023
Contracting Officer

MASTER RENEWABLE ENERGY POWER PURCHASE AGREEMENT FOR LOUDOUN COUNTY FACILITIES

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to establish Master Renewable Energy Power Purchase Agreement (master agreement) with one (1) or more qualified Power Purchase Providers ("Provider") (*approved by the Virginia State Corporate Commission (SCC) for NOVEC area)* to establish and operate site specific solar photovoltaic ("Solar PV") system ("Projects") at Loudoun County Government ("County") owned facilities. The successful Offeror will design, install, own, operate and finance grid Solar PV Projects at facilities which are owned by the County, and sell the electricity produced by each Project to the County under a Site-Specific Renewable Energy Power Purchase Agreement ("PPA"). The master agreement will provide the right but not the obligation for the County to enter into any or all of the individual PPAs.

The space for installation, operation and maintenance, and all access requirements, will be provided by a Lease with the County as Lessor and the Provider as Lessee, with an annual rental of $1.00 to be paid by the Provider to the County, with such Lease being part of the individual PPA. The Provider will be responsible for all costs associated with installation of the Solar PV system and for the operation and maintenance thereof, with the Provider's revenue to be generated by sale to the County of electric power generated by the Solar PV at agreed rates for an agreed term.

2.0 COMPETITION INTENDED

It is the County's intent that this RFP permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

3.1 The Loudoun County Board of Supervisors ("Board") has interest in the potential to provide renewable solar photovoltaic energy for use in County facilities where appropriate and cost-effective. At the April 19, 2022, Business meeting (Attachment 2), the Board voted (8-0-1) to approve the recommendation of the Finance/Government Operations and Economic Development Committee to direct staff to proceed with a Request for Proposals to evaluate Renewable Power Purchase Agreement opportunities on County-owned facilities.

3.2 A power purchase agreement (PPA) is a financial agreement where a developer arranges for the design, permitting, financing, and installation of a renewable energy generating system on a customer's property at little to no cost. The developer sells the power generated to the host customer at a fixed rate that is typically lower than the local utility's retail rate. This lower electricity price serves to offset the customer's purchase of electricity from the grid while the developer receives the income from the sales of electricity as well as any tax credits and other incentives generated from the system.

4.0 OFFEROR'S MINIMUM QUALIFICATIONS

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. *All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation may be cause for proposal to be deemed non-responsible and rejected.*

In order to be eligible for this contract, Offerors shall meet the following criteria:

4.1 To be considered for this Solicitation the offeror must demonstrate successful experience within the past five (5) years in the implementation of Power Purchase Agreements in the Commonwealth of Virginia in accordance with the Virginia Energy Purchasing Governmental Association (VEPGA) Agreement and subject to the Renewable Energy Pilot Program Guidelines created and implemented by the Commonwealth of Virginia State Corporate Commission (SCC) (20VAC5-314).

4.2 Northern Virginia Electric Cooperative provided locations: Sites that are served by the Northern Virginia Electric Cooperative (NOVEC) may be commissioned under the contract. Such Projects will be conducted in accordance with the provisions of Va. Code Ann. § 56-594.01 (effective July 1, 2019), and any applicable SCC regulations. **Offerors must be on the list of the approved firms by the SCC. In NOVEC AREA ONLY. MUST SUBMIT DOCUMENTATION WITH PROPOSAL**.

4.3 Offeror shall have at the time of proposal submission a contractor's certificate of registration, whether resident or nonresident of Commonwealth of Virginia, as required by the following:

- Registered Commonwealth of Virginia Contractor: Class A with an ELE designation. Include a copy of the Class A Contractors license in your proposal.

4.4 Debarment: By signing and submitting a proposal, Offerors certifying that they are not currently debarred by any local or state government or the Federal Government. Offerors shall provide in their proposal, documentation related to all debarments that occurred within the last ten (10) years.

4.5 An offeror organized as a Joint Venture shall include in their proposal a current and fully executed Joint Venture Agreement.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein.

5.1 General Scope of Services:

A. After the successful offeror executes a Master Renewable Power Purchase Agreement, a Site-Specific Power Purchase Agreement (PPA) must be fully executed prior to the start of work (substantially in the form included as Attachment 5 to this RFP. By way of example, it is anticipated that a Solar Power Provider awarded ten (10) Projects would execute 10 PPAs). The fully executed PPA will constitute the notice to proceed, unless otherwise indicated.

B. All individuals performing work under the PPA must have the appropriate licenses, certifications or credentials that prove competence in work or services being performed.

C. The Provider shall perform all services in compliance with industry standards and all federal, state, and local laws, ordinances and regulations including State Health Department, Virginia Uniform Statewide Building Code (USBC), Virginia Occupational Safety and Health Agency (VOSHA), Virginia State Corporate Commission (SCC) and OSHA rules and regulations.

D. The services to be provided under this Agreement include but are not limited to the following:

1. Involvement by the Provider throughout all phases of the project, including but not limited to design, construction and installation of Solar PV Projects and participation in briefings and presentations to staff groups, citizen groups, the County Board of Supervisors and federal or state agencies; processing of invoices for services; timely processing of project correspondence.

2. Coordination with County staff and Consultants.

3. Other types of services of a nature consistent with the intent of this Scope of Services of this RFP as so directed by the County.

5.2 Scope of Work:

The Scope of Work for the Agreements that result from this Request for Proposal is for the County to obtain the services of a qualified Power Purchase Agreement Provider and establish a Master Renewable Energy Power Purchase Agreement to service Site-Specific Renewable Energy Power Purchase Agreements for County owned facilities. It is anticipated that over the life of this contract several different Projects will be required across the County. Projects may include but are not limited to rooftop mounting, ground mount, and canopy structure mounting.

A. Site-Specific Renewable Energy Power Purchase Agreement (PPA) process:

1. The execution of the Master Renewable Energy Power Purchase Agreement (Master PPA) does not obligate the County to enter into a Site-Specific Power Purchase Agreement (PPA).

2. Per the Terms and Conditions of the Master PPA, the Provider will submit to the County PPA's for the County's review. The County will respond to the Provider within ninety (90) calendar days of receipt of the PPA with its comments.

Proposed PPAs should include a detailed methodology for evaluation of Solar PV potential at the proposed facility based on factors to include, but not limited to; the overall size of the property, the presence and appropriateness of existing rooftops and the condition of existing buildings for rooftop solar, current local Zoning information related to Solar PV installation, potential connectivity to the incumbent utility, and any potential barriers to Solar PV installation. Also include proposed contractual length, method for calculation of electricity rates, and proposed rate escalators and justification for those escalators.

3. The PPA submitted by the Provider to the County shall address all items in Paragraphs B through G below.

4. Finalizing the PPA. No later than thirty (30) calendars after submitting its comments to the provider, the County will schedule a meeting with the Provider to establish the process and schedule to resolve the submitted comments and any other issues.

5. If a RPA Agreement containing both terms and conditions acceptable to the County and a cost for the purchase of energy considered fair and reasonable by the County cannot be negotiated, negotiations shall be terminated.

B. Site-Specific Renewable Energy Power Purchase Agreement (PPA): Each PPA shall address the following:

1. The Provider will provide complete turn-key Solar PV Project(s) including design, financing, installation, interconnection, maintenance, and decommissioning in accordance with applicable local, state, and federal codes. The Provider will own the Project.

2. In conjunction with execution of a PPA, the County will provide a Site Lease that will govern the successful Offeror's access to and use of the property for the purpose of siting and operating the Project. The Site lease will require a public hearing and the Provider shall provide a presentation and any other materials needed to fully explain the project to the public.

3. All Renewable Energy Credits (RECs) generated by each solar installation will remain the property of the County.

C. Solar Photovoltaic System Design Requirements. For each PPA The Provider shall:

1. Provide a complete solar PV system design for each site that complies with national and local electrical codes and approved by a Professional Engineer.

2. Design solar PV systems for rooftop, canopy or ground mount installations.

3. Design the solar PV system that includes a full structural load analysis approved by a Professional Engineer for each rooftop installation, detailing any structural modifications for each facility necessary to accommodate the proposed solar PV systems.

4. Completely inspect the facilities and submit, in writing to the County, an itemized list of repairs (that will not compromise the roof warranty) to each roof or roof covering which the Provider deems necessary to accommodate installation of a solar PV system and prolong the life of the roof for at least the duration of the PPA.

5. Coordinate and obtain all required interconnection agreements with Dominion Energy or Northern Virginia Electric Cooperative (NOVEC).

6. Coordinate with the obligors that any existing warranties will remain in effect.

7. Provide complete specifications, calculations and drawings for County approval; and obtain County approval of the final design package.

D. Solar PV System Installation Requirements. The Provider shall:

1. Provide all materials, equipment, wiring, ancillary items, etc. necessary for 100% complete installation and commissioning of a solar PV system.

2. Install solar PV inverter equipment and its related components and environmental control systems in a location to allow for ease of maintenance and monitoring, efficient operation, low operating losses, and compatibility with existing facilities.

3. Manage the interconnection and startup of the project in coordination with the County and the utility.

4. Pay for any interconnection, processing, and other fees and expenses as may be required by the utility for interconnection and operation of the solar PV system.

5. Schedule and coordinate power interruptions and obtain County approval prior to commencing power interruptions.

6. Limit roof penetrations to reduce risk of leaks and damage to existing roof finishes, and coordinate with the roof manufacturer to maintain the roof warranty when penetrations are necessary.

7. Minimize exposed fasteners, sharp edges, or system placement which may be conducive to damage to the modules or support structure.

8. Avoid use of ferrous metals, wood, or plastic components.

9. Use corrosion resistant, including galvanic corrosion, and durable materials.

E. Solar PV System Operation and Maintenance Requirements. The Provider shall:

1. Maintain the solar PV system to ensure continuous delivery of the minimum kilowatts of solar-generated electric power for the duration of the PPA, including cleaning, performing upgrades and making necessary repairs due to weather, moisture damage, or any other cause for which the County is not solely responsible.

2. Provide an acceptable method of metering all electric power production from the solar PV system (at least at an hourly interval) and making the data available for monitoring by the County.

3. In the event of roof repairs or replacement services by the County, relocate the solar PV system to allow for the repairs or replacement of the roof, and upon completion of the repairs or replacement, reinstall the solar PV system to an operable condition.

4. At its sole expense, the provider shall make all roof repairs (or replacement) caused by their negligence or willful misconduct, including relocating the solar PV system to allow the Provider to make all necessary roof repairs (or replacement), and reinstalling the solar PV system to an operable condition; and

5. In the event that emergency roof repairs or solar PV system repairs are necessary for building integrity or safety reasons, remove or relocate the solar PV system or repair the solar PV system, as applicable, as soon as possible, but in any event within forty-eight (48) hours of notice.

F. Solar PV System Decommissioning Requirements. At the end of the PPA, if the County does not elect to retain the solar PV system for self-operation, the Provider shall, at its expense, decommission, remove and properly dispose the solar PV system from the facility(s) and restore all elements of the facility(s) affected by the installation or removal of the solar PV system to its pre-Project condition.

G. Other General Requirements. The Provider shall:

1. Obtain and pay for all federal, state, and local governmental permits and zoning approvals required for installation and subsequent operation and decommissioning of the solar PV system.

2. Obtain and pay for all Dominion Energy or NOVEC permits and approvals.

3. Comply with all aspects of the Dominion Energy Pilot Program and applicable provisions of the VEPGA Agreement if applicable.

4. Assist with communications and public relation services to foster public awareness and education about the solar PV system project.

5. Not sell solar-generated electric power from County facilities to other parties.

6.0 TERMS AND CONDITIONS

The Agreement for Service ("Contract" or "Agreement") with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. **The Terms and Conditions marked with an asterisk (*) are mandatory and nonnegotiable.**

6.1 Procedures

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Director, Department of General Services or his/her authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Director, Department of General Services or his/her authorized representative(s) acting within their authority for the

County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Consultant.

6.2 Term

The Agreement shall cover the period from the effective date of the Agreement for Service until all Projects established under Site-Specific Renewable Energy Power Purchase Agreements resulting from the Master Renewable Energy Power Purchase Agreement have been fully decommissioned by the Provider or the County has taken over responsibility for them.

6.3 Delays and Delivery Failures

Time is of the essence. The Consultant must keep the County advised at all times of status of parties' agreement. If delay is foreseen, the Consultant shall give immediate written notice to the Division of Procurement. Should the Consultant fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Consultant fail to make a timely replacement of rejected items/services when so required, the County may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Consultant shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Consultant from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Consultant's nonperformance shall be deducted from the balance as payment.

6.4 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

6.5 Payment of Taxes

All Consultants located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Consultant prior to the award of any Contract or Contract renewal.

6.6 Insurance

A. The Consultant shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Consultant assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Consultant and all sub-Consultants shall, during the continuance of all work under the Contract provide the following:

1. Workers' compensation and Employer's Liability to protect the Consultant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.

2. Comprehensive General Liability insurance to protect the Consultant, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.

3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Consultant.

4. Builder's Risk Policy: The Consultant shall provide Builder's Risk and Fire and Extended Coverage insurance to protect the County and Solar Power Provider and subcontractors against loss caused by the perils insured in the amount of 100% of the insurable value of the contract. Such insurance value shall reflect any increases to the contract amount through change orders. Policy to be in Builder's Risk Completed Value forms, including the following:

   a. Policies shall be written to include the names of Solar Power Providers and County and the words "as their interest may appear".
   b. All insurance shall be in effect on or before the date when work is to commence; and
   c. All insurance shall be maintained in full force and effect until the final acceptance of the project by the County.

C. The Consultant agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1. Workers' Compensation:

Coverage A:	Statutory
Coverage B:	$1,000,000

2. General Liability:

Per Occurrence:	$1,000,000
Personal/Advertising Injury:	$1,000,000
General Aggregate:	$2,000,000
Products/Completed Operations: aggregate	$2,000,000
Fire Damage Legal Liability:	$100,000

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

3. Automobile Liability:
Combined Single Limit: $1,000,000

D. The following provisions shall be agreed to by the Consultant:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.

2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Consultant must either:

a. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract, or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. The Consultant must disclose the amount of deductible/self-insured retention applicable to the General Liability and Automobile Liability. The County reserves the right to request additional information to determine if the Consultant has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Consultant will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. a. The Consultant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.

b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Consultant's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.

5. a. The Consultant will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

b. The Consultant will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Consultant's insurance agent or representative. Any request made under this provision will be deemed confidential and proprietary.

c. Any certificates provided shall indicate the Contract name and number.

6. The County, its officers and employees shall be Endorsed to the Consultant's Automobile and General Liability policies as an "additional insured" with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest). A Certificate of Insurance evidencing the additional insured status must be presented to the County along with a copy of the Endorsement.

7. Compliance by the Consultant with the foregoing requirements as to carrying insurance shall not relieve the Consultant of their liabilities provisions of the Contract.

E. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

F. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.

G. If an "ACORD" Insurance Certificate form is used by the Consultant's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

H. The Consultant agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

I. The Consultant shall purchase and maintain such boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the County, the Solar Power Provider and subcontractors.

J. The Solar Power Provider will secure and maintain all insurance certificates of its subcontractors, if any, which shall be made available to the County on demand.

When the County finds it necessary to occupy or use a portion or portions of the work prior to substantial completion thereof, such occupancy shall commence with a mutual agreement between the County and Solar Power Provider. The insurance company or companies providing the property insurance recognize this contingency and shall provide evidence of such endorsement prior to commencement of work. This insurance shall not be canceled or lapsed for the unoccupied part of the building on account of such partial occupancy. Consent of the Solar Power Provider and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

If the Solar Power Provider delivers services from a County-leased facility, the Solar Power Provider is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the Solar Power Provider while in their care, custody and control for the use of this contract. The Solar Power Provider will provide on demand certified copies of all insurance policies related to the contract within ten (10) business days of demand by the County. These certified copies will be sent to the County from the Solar Power Provider's insurance agent or representative.

Any deductibles and/or self-insurance retentions must be declared to and approved by the County's Risk Manager prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the County and Contractor shall provide sufficient information, as requested by County in order to make the determination of financial stability. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the operations under this Contract or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Contractor shall pay all deductibles and be liable for all claims, losses and damages for which it self-insures.

6.7 Hold Harmless

The Consultant shall, indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any act or omission by the Consultant. The Consultant agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Consultant" includes their employees, officials, agents, and representatives. "Consultant" also includes sub-Consultants and suppliers to the Consultant. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys' fees and costs related to the claim. This section shall survive the Contract. The County is prohibited from indemnifying Consultant and/or any other third parties.

6.8 Safety

All Consultants and sub-Consultants performing services for the County are required to 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 Consultants and sub-Consultants 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.

6.9 Notice of Required Disability Legislation Compliance *

The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

6.10 Ethics in Public Contracting *

The provisions contained in §§ 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

6.11 Employment Discrimination by Consultants Prohibited *

Every Contract of over $10,000 shall include the following provisions:

A. During the performance of this Contract, the Consultant agrees as follows:

1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer.

3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Consultant will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each sub-Consultant or vendor.

6.12 Drug-free Workplace *

Every Contract over $10,000 shall include the following provision:

During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) 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 Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Consultant that the Consultant 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 sub-Consultant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Consultant in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

6.13 Faith-Based Organizations *

The County does not discriminate against faith-based organizations.

6.14 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

6.15 Substitutions

A. NO substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as those employees work for the Consultant, either as employees or sub-Consultants, unless the County agrees to a substitution. Requests for substitutions will be reviewed by the County and approval may be given by the County at its sole discretion.

B. The person named as Project Manager will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the Division of Procurement.

6.16 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein or as may be agreed to by the parties in a written amendment to this Agreement. Oral or written but unsigned agreements to the contrary will not be recognized.

6.17 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Consultant and its employees shall be professional and courteous at all times. The County reserves the right to require immediate removal of any Consultant employee from County service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Consultant agrees to this condition by accepting this Agreement. Further, the County may, from time to time, make inspections of the work performed under the Agreement. Any inspection by the County does not relieve the Consultant of any responsibility in meeting the Agreement requirements.

6.18 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Consultant shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Consultant, and the Consultant shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Consultant for incorporation in or use on a construction project. Nothing in this section shall prohibit the Consultant from including its own sales tax expense in connection with the Contract in its Contract price.

6.19 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Consultant shall not accept credit card orders or payments.

After Solar PV installations are complete and operational, the Successful Offeror shall submit invoices as set forth in the resulting PPA, it is expected that invoicing will occur on a monthly basis.

1. The Solar Power Provider must provide reporting by site to the County. Provide access to reports and data by hourly, daily, monthly and annual, as well as peak and off peak reports to allow benchmarking of sites.
2. Provide monthly reports per site and in aggregate on or before the 15th of each month for life of installation. Two (2) electronic copies (email or CD) of each report shall be provided, as directed by the County.
3. The Solar Power Provider must maintain all records in compliance with federal and state regulations.
4. The County will render payment within forty-five (45) days unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation. Unless invoice items are questioned, the interest shall accrue at the rate of one percent (1%) per month for any late payments.
5. Individual Consultants shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

6.20 Payments to Sub-Consultants *

Within seven (7) days after receipt of amounts paid by the County for work performed by a sub-Consultant under this Contract, the Consultant shall either:

A. Pay the sub-Consultant for the proportionate share of the total payment received from the County attributable to the work performed by the sub-Consultant under this Contract; or

B. Notify the County and sub-Consultant, in writing, of his intention to withhold all or a part of the sub-Consultant's payment and the reason for non-payment.

The Consultant shall pay interest to the sub-Consultant on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Consultant shall include in each of its subcontracts a provision requiring each sub-Consultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier sub-Consultant.

The Consultant's obligation to pay an interest charge to a sub-Consultant pursuant to this provision may not be construed to be an obligation of the County.

6.21 Assignment *

The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Consultant are personal and may be performed only by the Consultant. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

6.22 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the Consultant; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the

Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

6.23 Contractual Disputes *

The Consultant shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The Consultant shall submit its invoice for final payment within thirty (30) days after completion or delivery.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

No Consultant shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

6.24 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

6.25 Governing Law/Forum *

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun or if jurisdiction exists, in the U. S. District Court for the Eastern District of Virginia in Alexandria. Consultant expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Consultant expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

6.26 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONSULTANT:

TBD

TO COUNTY:

County of Loudoun, Virginia
Division of Procurement
Attn: Samira Mkaimel
PO Box 7000
1 Harrison Street SE
Leesburg, VA 20175

Notices shall be deemed received (i) if hand delivered, when received, (ii) if given by facsimile, when transmitted to the facsimile number specified above during normal business hours and confirmation of complete receipt is received during normal business hours (provided a copy of the same is sent by overnight delivery service on the same day), (iii) if given by overnight delivery service, the first business day after being sent prepaid by such overnight delivery service, or (iv) if given by certified mail, return receipt requested, postage prepaid, two (2) days after posting with the United States Postal Service. Either party may change its address by notifying the other party in a manner described above.

Public access to County facilities is extremely limited. The mailing or delivery by an agent of notices is preferred. However, if a notice is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175, ONLY in the Drop Box labeled: Procurement Bids and Proposals between the hours of 8:30 a.m. and 5:00 p.m.

6.27 <u>Licensure</u>

To the extent required by the Commonwealth of Virginia (*see e.g.* 54.1-1100 *et seq.* of the Code of Virginia) or the County, the Consultant shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

All business entities on the Offeror's proposed team must comply with the law with regard to their organizational structure, any required registration with governmental agencies and/or entities, and any required governmental licensure, whether business, commercial, individual, or professional in nature, and nothing herein is intended to contradict, nor to supersede, State and Federal laws and regulations regarding the same. All business entities on the Offeror's proposed team shall be eligible at the time of their proposal submittal, under the law and relevant regulations, to offer and to provide any services proposed or related to this RFP.

6.28 <u>Authority to Transact Business in Virginia</u> *

A Consultant organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

6.29 No Smoking

Smoking in all County buildings is prohibited. The County may designate a smoking area outside County facilities. Consultant shall only use those designated smoking areas. Certain County facilities, both inside and outside, may be entirely smoke free. Consultant shall inquire of the Contract Administrator or designee if a facility is entirely smoke free. Failure to adhere to the County's no smoking policies may lead to removal of consultant employees and possible Contract termination.

6.30 Confidentiality

A. Consultant Confidentiality

The Consultant acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Consultant agrees that its employees will not:

1. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
2. Access or attempt to access information beyond their stated authorization.
3. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Consultant understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Consultant understands that violations of this provision may result in Contract termination.

The Consultant further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Consultant shall hold all information provided by the County as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

B. County Confidentiality

The County understands that certain information provided by the Consultant during the performance of this Agreement may also contain confidential or proprietary information. Consultant acknowledges that this Contract and public records (as defined by §2.2-3701 of the Virginia Freedom of Information Act) provided pursuant to this Contract are subject to the Virginia Freedom of Information Act §§2.2-3700 et seq. and the Virginia Public Procurement Act §2.2-4342 of the Code of Virginia.

6.31 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

6.32 Force Majeure

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, strikes at national level or industrial disputes at a national level, or strike or industrial disputes by labor not employed by the affected party, its sub-Consultants or its suppliers and which affect an essential portion of the contracted for works but excluding any industrial dispute which is specific to the performance of the works or this contract, interruption or failure of electricity or telephone service.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract.

An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.

The Consultant has no entitlement and County has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the Consultant due to an event of force majeure.

6.33 Survival of Terms

Upon discharge of this Agreement, Sections (Notice, Hold Harmless, Governing Law/Forum, and Contractual Disputes) of these Terms and Conditions continue and survive in full force and effect.

6.34 Non-Waiver

No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of this Agreement constitute a continuing waiver unless otherwise expressly provided.

6.35 County Reserved Rights

The County reserves the right, at its sole discretion, to issue Requests for Proposal for similar work and other projects as the need may occur. The County also reserves the right to issue Purchase Orders, and to expand or otherwise modify existing Purchase Orders, to other Open-End Consultants based on its sole discretion, in consideration of its knowledge and/or evaluation of each Consultant's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the County.

6.36 Prime Consultant Responsibilities

The Consultant shall be responsible for completely supervising and directing the work under the resulting Contract and all subconsultants that they may utilize. Subconsultants who perform work under the resulting Contract shall be responsible to the Consultant. The Consultant agrees to be fully responsible for the acts and omissions of their subconsultants and of persons employed by them.

6.37 Ownership of Documents

Any reports, specifications, drawings, blueprints, negatives, electronic files or other documents prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of the County, and all such materials shall be returned to the County upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the resulting Contract without the prior written consent of the County. However, the Consultant may retain file copies which cannot be used without prior written consent of the County. The County agrees that the Consultant shall not be liable for damages, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

6.39 Submissions

All project correspondence, design/review documents, reports etc., prepared by the Consultant shall be distributed to the County's Project Manager for each major phase and sub phase of the project in the quantities as directed. Within ten (10) days of project completion of each phase submit a project completion report with project close out documents to the County's Project Manager.

6.40 Responsibility for Claims and Liabilities

The County's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out of the Contract. The Consultant shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents or work and Consultant is responsible to the County for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

7.0 EVALUATION OF PROPOSALS: SELECTION FACTORS

The criteria set forth below will be used in the receipt of proposals and selection of the successful offeror.

The County Proposal Analysis Group (PAG) will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. The offerors submitting proposals shall include with that proposal statements on the following:

7.1 Proposal Analysis Group

The Proposal Analysis Group (PAG) will be made up of representatives from the Loudoun County Department of General Services and the Department of Finance and Procurement.

7.2 Evaluation Criteria

A detailed description of the proposal content and the criteria that will be used to evaluate proposals is provided in RFP Section 8.0 – Proposal Submission Format.

A. Organizational and Staff Experience **(15 Points)**

B. Project Experience and Financial Capabilities **(20 Points)**

C. Quality Assurance /Quality Control **(5 Points)**

D. Understanding of Contract as depicted in the proposal **(20 Points)**

E. Compliance with Terms and Conditions **(5 Points)**

F. Overall quality and completeness of the Proposal **(5 Points)**

G. Cost of Services **(30 Points)**

The PAG will collectively develop a composite rating which indicates the group's collective ranking of the highest rated proposals in a descending order. The PAG may then conduct interviews with only the top ranked offerors depending upon the number of proposals received. Negotiations shall be conducted with offerors so selected. The PAG may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award.

8.0 PROPOSAL SUBMISSION FORMAT

Offerors are to make written proposals that present the offeror's qualifications and understanding of the work to be performed. The PAG will review and evaluate each proposal and selection will be made on the basis of the criteria listed below. Offerors are to make written proposals that present the offerors qualifications and understanding of the work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the proposal to be considered non-responsible and rejected.

Proposals should be arranged in the same order as presented herein, divided by tabs, and doubled sided print.

Tab 1: **Signature Pages**

Include required documents but not limited to:

- Signature Page.
- Proof of Authority to Transact Business Form.
- W-9 and insurance certificate.
- All Addenda issued by the County.
- "How did you Hear" form.
- Virginia Class A Contractor License, with an ELE designation.
- Joint venture Agreement if offeror is so organized.

Tab 2: **Table of Contents**

Tab 3: **Letter of Submittal**

- The Letter of Submittal shall be on the Offeror's letterhead and identify the full legal name and address of the Offeror; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers. The Offeror is defined as the legal entity who will execute the Contract with Loudoun County. The Letter of Submittal shall be signed by an authorized representative of Offeror's organization.

- Identify the name, title, address, phone and fax numbers, and e-mail address of an individual who will serve as the Point of Contact for the Offeror.
- Identify the name, address, and telephone number of the individual who will serve as the Principal Officer of the Offeror. (e.g., President, Treasurer, Chairperson of the Board of Directors, etc.).
- Identify whether the Offeror is or will be structured as a corporation, limited liability company, general partnership, joint venture, limited partnership, or other form of organization. It should be noted that a Joint Venture is not required to register with the Virginia State Corporation Commission (SCC). Each individual member of the Joint Venture must be registered with the SCC in accordance with § 2.2-4311.2 of the Code of Virginia. If offeror is organized as a joint venture, proposal shall include a copy of the current and fully executed joint venture agreement.
- Identify if your proposal contains proprietary information. Clearly identify the data or other materials to be protected as proprietary and state the reasons why protection is necessary. The entire proposal cannot be identified a proprietary. Please refer to Paragraph 9.4 for additional information on the identification of proprietary material in your proposal.

Tab 4: **Statement of Qualifications:**

The Statement of Qualifications must include a description of organizational and staff experience and resumes of proposed staff.

A. Organization and Staff Experience: Offerors must describe their qualifications and direct experience with performing the solar power purchase agreement services described in this Request for Proposal (i.e. grid connected Solar PV Projects under a PPA). Full-time and part-time staff, proposed consultants and subcontractors who may be assigned direct work on a Project must be identified. Information about experience should include that of the Offeror as well as individual staff, consultants, and subcontractors.

- **Organizational Chart:** Provide an organizational chart or staffing plan showing the "chain of command" of the Offeror's proposed project team, including individuals responsible for pertinent disciplines. Identify major functions to be performed and their reporting relationships in managing the Project. Identify the Project Manager, the Lead Designers and other key team members. Clearly identify the people who will be involved, what they will do, and their specific experience in that role. Be precise about the division of responsibility among team members and firms.
- **Organization Experience:** Provide a complete description of the experience of the organization submitting the proposal as it relates to solar power purchase agreement services described in this Request for Proposal (i.e. grid connected Solar PV Projects under a PPA)
- **Key Personnel Experience:** In this section the Offeror must identify the key personnel who will work on the Project(s), their relationship to

the Offeror, and the role of each of them on Offeror's project team. This includes Consultants as well as regular employees of the Offeror. At a minimum, this section should identify the person or persons that will serve as Project manager(s), engineers, financial managers and designers. For each individual identified a "Key Personnel" provide:

1. Resume demonstrating education, years of relevant experience, years at current firm, years in current role, certifications, licenses, awards, etc.

2. Project portfolio which identifies previous relevant projects they have completed. Provide sufficient detail to demonstrate experience similar to the scope of services contained in this RFP. The project portfolio is separate from the resume and is intended to provide additional relevant project experience.

3. The personnel named as Project manager in the technical proposal will remain assigned to the project throughout the period of this contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being granted by the County.

B. **Project Experience:** Offeror shall demonstrate their experience in the development and operation of Power Purchase Agreements by providing detailed descriptions of four (4) reference projects, <u>completed, and fully</u> functioning within five (5) years from the issue date of this RFP. These projects should be solar photovoltaic ("Solar PV") projects similar in scope and complexity to the scope of services contained in this RFP, for which the offeror was the awarded (primary) firm.

- Two (2) of the referenced project shall be located in the Commonwealth of Virginia and be functioning in accordance with the Virginia Energy Purchasing Governmental Association (VEPGA) Agreement and subject to the Renewable Energy Pilot Program Guidelines created and implemented by the Commonwealth of Virginia State Corporate Commission (SCC) (20VAC5-314).
- Two (2) projects referenced projects can be located in Virginia, Maryland, or the District of Columbia.
- At least one (1) referenced must include a rooftop Solar PV project of 100kW or larger.

For each reference project provide:

1. Detailed description of the project to include photographs, first year PV generation at delivery point (kW, MWh, Capacitor factor %), PPA Term (years), and location of point of delivery (distribution system or other) and physical address and location of the project.

2. Name and contact information for all design firms and subcontractors or subconsultants.

3. Total construction and date project began operation.

4. Contact information for the Owner, Owner's Representative, or Client. Offeror hereby releases these listed references from all claims and liability for damages which may result from the information provided by the reference.

- **List of Additional Projects:** To demonstrate the depth of the Offeror's experience, provide a list of additional projects where the Offeror has performed similar services. Provide the project name, a very brief description of the project, major sub-consultant firms, date completed, final construction amount, and Offeror's final contract amount.
- Describe and illustrate company approach or policy regarding coordinating among trades and sub-contractors.

C. Organization and Project Financing:

Project Financing: Offerors shall provide a statement demonstrating how the Projects will be financed, including costs of design, installation, startup, maintenance, operation and decommissioning. Offerors are requested to provide a letter(s) of commitment from any financial entity which is to provide financing for the Projects. Additionally, Offerors shall provide the following information regarding the financing strategy:

1. Describe the Offeror's strategy for ensuring the Project(s) is off- balance sheet and does not impact the County's credit ratings.
2. If tax equity will be used to finance the Project(s), does the Offeror plan to earn and monetize the Investment Tax Credit (ITC)? In what year of the Solar ITC schedule would the Offeror be likely to commence construction?

Financial Statements: The Offeror shall provide an income statement and balance sheet from the most recent reporting period. This information will be used to assist in determining overall qualification of Offeror.

D. Quality Assurance and Quality Control: The Offeror shall outline its Quality Control and Assurance Programs. Explain the methods used to ensure quality control during each phase of a Project. Provide specific examples of how these techniques or procedures were used on the four (4) previously identified reference projects.

E. Understanding of Contract

1. Provide a statement of key issues and challenges in managing Solar PV using the process proposed in this RFP. Provide recommendations to improve the proposed process.
2. Provide a detailed description of the Offeror's understanding of the scope of work that would be needed. Include an explanation of technical approaches and a general outline of a program for executing the requirements of that scope.
3. Identify primary work location (City/town and State) of all team members identified in the proposal.

F. Compliance with Contractual Terms and Conditions

Provide a definitive statement of intent to comply with the Terms and Conditions as delineated in this RFP. If proposed Terms and Conditions are not acceptable as described, Offerors must (a) identify with specificity the County Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal.

G. Overall Quality and Completeness of the Proposal

Proposals will be reviewed for:

- Completeness
- Attention to detail
- Clarity
- Organization
- Appearance

Tab 5: **Cost of Service**

For each facility listed in Attachment 4 (Tab C of the Excel sheet), a detailed pricing model will be prepared to include a methodology for evaluation of Solar PV potential at the proposed facility based on factors to include, but not limited to; the overall size of the property, the presence and appropriateness of existing rooftops and the condition of existing buildings for rooftop solar, current local Zoning information related to Solar PV installation, potential connectivity to the incumbent utility, and any potential barriers to Solar PV installation. Also include proposed contractual length (20, 25, 30), method for calculation of electricity rates, anticipated panel degradation rate, and proposed electrical cost rate escalators and justification for those escalators.

Each detailed pricing model will provide an annual cost savings calculation on the impact of the installation and operation of the solar array for each site. Average cost per unit methodologies to calculate estimated savings will not be accepted. The calculation must be based on the array size, predicted production, and any applicable utility company charges for usage in excess of array production.

A. The proposal will be evaluated on the basis of lowest net cost for power, monetary vs. volumetric crediting for solar kilowatt hours (kWh), and other pertinent criteria described herein.

B. Offerors shall submit a kilowatt hour(kWh) rate for solar electricity delivered to the County with solar renewable energy credits accruing to the County. Offerors shall clearly state any annual escalator to the PPA rate, and annual degradation rate for panel production, if applicable.

C. Offeror shall describe methodology used in determining guaranteed portion of electricity output (%) and guaranteed annual minimum electricity output (kWh) as well as a proposed method of compensating the County in the event that the output guarantee is not met.

D. The Offeror shall include a financial pro forma clearly showing annual costs or savings realized by each facility and must use trailing twelve (12) months of actual electricity usage and costs data.

E. The Offeror shall include a methodology for determination of the cost of the removal of the Solar PV Project in the event of a default or termination for convenience by the County.

F. The Offeror shall indicate the year(s) in which the County may, in its discretion, exercise an option to purchase the system. The purchase price for each system shall be the fair market value of the system at the time the purchase option is exercised.

9.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

9.1 Preparation and Submission of Proposals

A. Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.

B. Pricing must be submitted only in accordance with instructions found in Section 8.0, Tab 5. Include other information, as requested or required.

C. All proposals must be submitted to the Division of Procurement in a sealed container. The face of the sealed container shall indicate the RFP number, time and date of opening and the title of the RFP.

D. All proposals shall be signed in ink by the individual or authorized principals of the firm.

E. All attachments to the RFP requiring execution by the offeror are to be returned with the proposal.

F. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time on the date identified on the cover of the RFP. An atomic clock is located in the Division of Procurement and can also be verified by visiting (https://www.time.gov). Requests for extensions of this time and date will not be granted, unless deemed to be in the County's best interest. Offerors mailing their proposals shall allow for sufficient mail time to ensure receipt of their proposals by the Division of Procurement by the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date and time will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.

G. Proposals may be submitted via one of the following options:

US Mail to:
County of Loudoun, Virginia
Division of Procurement
PO Box 7000
Leesburg, Virginia 20177-7000

OR

Hand delivered to:
County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E., 1st Floor

<u>Drop Box: Procurement Bids and Proposals</u>
Leesburg, Virginia 20175.

OR

<u>Private carrier (UPS/FedEx) to:</u>
County of Loudoun, Virginia
Division of Procurement
1 Harrison Street, S.E.,
<u>ATTN: PROCUREMENT BIDS & PROPOSALS</u>
Leesburg, Virginia 20175

Faxed and e-mailed proposals will not be accepted. (Please note: Offerors choosing to submit proposals via US Mail or UPS/FedEx should allow *at least* an additional twenty-four (24) hours in the delivery process to ensure proposals are received on time).

Due to security restrictions, public access to County facilities is extremely limited. The mailing of proposals is preferred. However, if a proposal is hand delivered, it will be received in the lobby of 1 Harrison Street, SE, Leesburg, Virginia 20175, ONLY in the Drop Box labeled "Procurement Bids and Proposals" between the hours of 8:30 a.m. and 5:00 p.m.

NOTE: Proposals delivered in person or via private carrier services will not be able to obtain a signature. Please ensure that requirement is removed from the package to avoid delays or rejection of the package.

ALL PROPOSALS MUST BE SUBMITTED AT THIS LOCATION PRIOR TO 4:00 P.M. on the Acceptance Date of the proposal in order to be considered. Proposals will not be accepted at any other building locations or after 4:00 P.M. Failure by an offeror to address and label their proposal in accordance with the requirements of this section may result in proposal being delivered to an incorrect location which will ultimately result in proposal rejection for late submission.

H. Each offeror shall submit **one (1) hard copy original** (electronic signatures are acceptable) and **(1) electronic copy** in a single, searchable PDF file on a USB flash drive, of their proposal to the County's Division of Procurement as indicated on the cover sheet of this RFP.

9.2 <u>Questions and Inquiries</u>

Questions and inquiries, both oral and written, will be accepted from any and all offerors. However, when requested, complex oral questions shall be submitted in writing. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the RFP must give the <u>RFP number, time and date of opening and the title of the RFP</u>. Material questions will be answered in writing with an Addendum provided, however, we request that all questions are received **by 5:00 p.m. July 11, 2023**. It is the responsibility of all offerors to ensure that they have received all Addendums and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Firm Pricing for County Acceptance

Proposal pricing must be firm for County acceptance for a minimum of ninety (90) days from proposal receipt date. "Discount from list" proposals are not acceptable unless requested.

9.4 Proprietary Information

A. Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to § 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

B. Request for Protection of Trade Secrets or Proprietary Information (Attachment 1) is provided as a courtesy to assist Offerors desiring to protect trade secrets or proprietary information from disclosure under the Virginia Freedom of Information Act.

C. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

Entire proposal shall not be marked as Proprietary.

9.5 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.
If a general partnership, any general partner may sign.
If a limited partnership, a general partner must sign.
If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles or organization.
If a regular corporation, the CEO, President or Vice-President must sign.
Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.6 Withdrawal of Proposals

A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

9.7 County Furnished Support/Items

The estimated level of support required from County personnel for the completion of each task shall be itemized by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the Consultant to complete his task.

9.8 Sub-Consultants

Offerors shall include a list of all sub-Consultants with their proposal. Proposals shall also include a statement of the sub-Consultants' qualifications. The County reserves the right to reject the successful offeror's selection of sub-Consultants for good cause. If a sub-Consultant is rejected the offeror may replace that sub-Consultant with another sub-Consultant subject to the approval of the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.9 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

9.10 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

9.11 Prohibition as Sub-Consultants

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

9.12 Miscellaneous Requirements

A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.

C. Selected contents of the proposal submitted by the successful offeror and this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.

D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

9.13 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov).

9.14 Protest

Offerors may refer to §§ 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Finance and Procurement.

9.15 Debarment

By submitting a proposal, the offeror is certifying that offeror is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with § 2.2-4321 of the Code of Virginia is available upon request.

9.16 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any 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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at http://www.scc.virginia.gov/default.aspx.

9.17 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. 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.

9.18 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for the County.

9.19 Legal Action

No offeror or potential offeror shall institute any legal action until all statutory requirements have been met.

9.20 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an addendum will be issued. It is the responsibility of the Offeror to ensure that it has received all Addenda and included them in their proposal. Addenda can be downloaded from www.loudoun.gov/procurement.

RFQ 632795

Loudoun County, Virginia

Division of Procurement
1 Harrison Street, 4th Floor
Leesburg, Virginia 20175

MASTER RENEWABLE ENERGY POWER PURCHASE AGREEMENT FOR LOUDOUN COUNTY FACILITIES SUPPLIED BY DOMINION POWER

PROPOSAL SUBMISSION FORMS

THE FIRM OF:____

Address:____

____

FEIN: ______________________________

Hereby proposes to provide the requested services as defined in Request for Proposal RFQ 632795

I understand that the omission of any items listed below from this proposal may be cause for rejection of the proposal as non-responsible. I have ensured that I have received and acknowledged any and all Addenda.

A. Return the following with your proposal. If Offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

ITEM:	INCLUDED: (X)
1. W-9 Form:	______
2. Certificate of Insurance:	______
3. Addenda, if any (Informality):	______
4. One (1) Electronic copy of proposal	______

B. Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (9.2).

1. Addenda, if any:	______
2. Payment Terms:	______ net 30 or _____ Other
3. Proof of Authority to Transact Business in Virginia Form:	______
4. Proposal: One (1) original and (1) electronic copy in a single, searchable PDF file (to include Attachment 3 – PPA Pricing Model)	______

Person to contact regarding this proposal: ______________________________________

Title:___________________Phone:________________Fax: ________________________

Email:____

Name and title of person authorized to bind the offeror (9.5):

Name: _________________________________Title: _____________________________

Signature:______________________________Date: _____________________________

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents and that your Firm is not currently Debarred by a local or state government or the Federal Government.

Loudoun County, Virginia
www.loudoun.gov/procurement
Department of Finance and Procurement
Division of Procurement
1 Harrison Street, S.E., 4th Floor, Leesburg, VA 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/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 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information. ***PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.***

A._____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is ______________________.

B._____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is ______________________.

C._____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

____
Legal Name of Company (as listed on W-9)

____
Legal Name of Bidder/Offeror

____
Date

____
Authorized Signature

____
Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

RFQ 632795

Please take the time to mark the appropriate line and return with your proposal.

☐ Associated Builders & Consultants	☐ Loudoun Times Mirror
☐ Bid Net	☐ Our Web Site
☐ Builder's Exchange of Virginia	☐ NIGP
☐ Email notification from Loudoun County	☐ The Plan Room
☐ Dodge Reports	☐ Reed Construction Data
☐	☐ Tempos Del Mundo
☐ India This Week	☐ Valley Construction News
☐ LS Caldwell & Associates	☐ Virginia Business Opportunities
☐ Loudoun Co Small Business Development Center	☐ VA Dept. of Minority Business Enterprises
☐ Loudoun Co Chamber of Commerce	☐ RAPID

☐Other____

SERVICE RESPONSE CARD

RFQ 632795 Date of Service:_________________

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good☐Average☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS:____

____

____

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: ____

Address:____

Phone:____________________(day) ______________________________ evening

Please return completed form to: Tresha Taylor • Procurement •
PO Box 7000 • Leesburg, VA 20177

ATTACHMENT 1

Request for Protection of Trade Secrets or Proprietary Information Pursuant to the Va. Code Ann. § 2.2-4342(F)

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Va. Code Ann. § 2.2 4342(F).

This form is provided as a courtesy to assist vendors desiring to protect trade secrets and proprietary information from disclosure under the Virginia Freedom of Information Act. In order to receive protection, you must (a) invoke the protection prior to or upon submission of the data or other materials, (b) identify the data or other materials to be protected, and (c) state the reason(s) why protection is necessary. Each of these requirements must be met with respect to the particular information for which protection is sought.

a) Submission of this form with or without other reference to Va. Code Ann. § 2.2-4342(F) shall satisfy the invocation requirement with respect to data or other materials clearly identified herein.

b) Identify the specific data or other material for which protection is sought. Suggested forms of designation include: listing the Proposal Section, Tab, or Page numbers; attaching to this form a copy of the table of contents from your Proposal with the relevant trade secret or proprietary contents highlighted; or identifying herein a document stamp used within the Proposal to designate the relevant materials (e.g. "all portions of the Proposal marked "Proprietary" or "Trade Secret""). NOTE: The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable.

c) For each distinct section of data or other information identified in response to paragraph b), above, state the reason(s) why protection is necessary. NOTE: Your explanation must do more than simply stating the materials are "proprietary," or "trade secrets," or "not publicly available." You may attach additional sheets to this form as needed.

Use of this form does not guarantee protection. It is incumbent upon each vendor to meet the prerequisites for protection of their trade secrets or proprietary information. Provision of this form does not constitute legal advice; you are encouraged to consult with your legal counsel prior to designation of materials for protection.

ATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

July 17, 2023

NOTICE TO PROPOSERS

ADDENDUM NO. 1

RFQ 632795

The following changes and/or additions shall be made to the original Request for Proposal No. RFQ 632795: Master Renewable Energy Power Purchase Agreement for Loudoun County Facilities. Please acknowledge receipt of this addendum by signing and returning with your proposal. The purpose of this addendum is to:

1. Respond to questions received and provide updated documents associated with the question responses.

Prepared By: s/Kristy Varda, NIGP-CPPP, CPPO, CPPB Date:7/20/23
Contracting Officer

Acknowledged By: ______________________________ Date: ____________

BEGIN QUESTIONS

Q1: Can you provide the age, type, and any warranty information for any of the facilities that are identified in attachment 4 of your request?.

A1: Please see the table below:

MCPI/PIN	Facility Name	Address 1	Power Company Service Territory	AGE in YEARS	TYPE	WARRANTIES	VOLTAGE
089351939000	Ashburn Station Metro	43625 CROSON LA	Dominion	3	Commercial	None	480
067379924000	Gateway Station Metro	22505 LOCKRIDGE RD	Dominion	3	Commercial	None	480
234409961000	DTCI	101 BLUE SEAL DR SE	NOVEC	30	Commercial	Roof	480
344455673000	Western Loudoun Agricultural Center	39820 CHARLES TOWN PKE	Dominion	50+	Commercial	None	240

Q2: In order to provide an accurate reflection of the economic benefit to Loudoun County, we will need to obtain 12 months of billing information. Can you provide 12 months of billing data for each location to include rate structure, monthly kWh usage and monthly KW demand readings?

A2: See reports below question 3.

Q3: Can you provide the incoming electric voltage levels at each of the requested locations?

A3: See reports below:

Loudoun County
Energy CAP

Report-15 - Meter Summary by Period

yyyy-mm	Start Date	End Date	#Days	Use	Unit	Billed Demand	Actual Demand	Cost	Cost/Unit	Cost/Day	Use/Day
Place:	[5500_METROPARKGARAGEASH] METRO Parking Garage Ashburn						Energy Type: [Electric] kWh				
Meter:	[0200096109] 0200096109						Cost Center: [64-TRANS&CAPITALINFRASTRUCTION] 64-TRANSPORTATION&CAPITALINFRAST				
Rate:	RATE-SCHEDULE-110										
Account:	[001707672919] Metro Parking Garage Ashburn / Dominion						Vendor [102113] DOMINION ENERGY				
2022-07	7/8/2022	8/6/2022	29	25,380	KWH			$2,832.98	$0.112	$97.69	875.17
2022-08	8/6/2022	9/2/2022	27	23,820	KWH			$2,685.58	$0.113	$99.47	882.22
2022-09	9/2/2022	10/4/2022	32	29,100	KWH			$3,084.00	$0.106	$96.38	909.38
2022-10	10/4/2022	11/1/2022	28	25,920	KWH			$2,939.82	$0.113	$104.99	925.71
2022-11	11/1/2022	12/6/2022	35	39,380	KWH			$4,447.13	$0.113	$127.06	1,125.14
2022-12	12/6/2022	1/5/2023	30	41,380	KWH			$4,735.18	$0.114	$157.84	1,379.33
2023-01	1/5/2023	2/3/2023	29	41,140	KWH			$4,793.05	$0.117	$165.28	1,418.62
2023-02	2/3/2023	3/6/2023	31	38,920	KWH			$4,521.94	$0.116	$145.87	1,255.48
2023-03	3/7/2023	4/5/2023	29	35,880	KWH			$4,104.33	$0.114	$141.53	1,237.24
2023-04	4/6/2023	5/4/2023	28	28,840	KWH			$3,340.03	$0.116	$119.29	1,030.00
2023-05	5/5/2023	6/6/2023	32	27,420	KWH			$3,328.01	$0.121	$104.00	856.88
Meter: [0200096109] 0200096109 Totals:			**330**	**357,180**	**KWH**			**$40,812.05**	**$0.114**	**$123.67**	**1,082.36**

Loudoun County
Energy CAP

Report-15 - Meter Summary by Period

yyyy-mm	Start Date	End Date	#Days	Use	Unit	Billed Demand	Actual Demand	Cost	Cost/Unit	Cost/Day	Use/Day
Place:	[5500_LIGHTS_GATEWAY] METRO Outdoor Lights Gateway						Energy Type: [Electric] kWh				
Meter:	[METROLIGHTSGATEWAY-ELE01] METRO Outdoor Lights Gateway - ELE01						Cost Center: [64-TRANS&CAPITALINFRASTRUCTION] 64-TRANSPORTATION&CAPITALINFRAST				
Rate:	RATE-SCHEDULE-110										
Account:	[006228481112] Metro Outdoor Lights Gateway / Dominion						Vendor [102113] DOMINION ENERGY				
2022-07	6/20/2022	7/20/2022	30	4,097	KWH			$501.06	$0.122	$16.70	136.57
2022-08	7/20/2022	8/18/2022	29	4,299	KWH			$532.99	$0.124	$18.38	148.24
2022-09	8/18/2022	9/19/2022	32	5,068	KWH			$627.15	$0.124	$19.60	158.38
2022-10	9/19/2022	10/18/2022	29	5,751	KWH			$707.81	$0.123	$24.41	198.31
2022-11	10/18/2022	11/17/2022	30	6,481	KWH			$815.17	$0.126	$27.17	216.03
2022-12	11/17/2022	12/19/2022	32	7,912	KWH			$993.72	$0.126	$31.05	247.25
2023-01	12/19/2022	1/20/2023	32	8,313	KWH			$1,045.24	$0.126	$32.66	259.78
2023-02	1/20/2023	2/20/2023	31	7,988	KWH			$1,020.41	$0.128	$32.92	257.68
2023-03	2/20/2023	3/21/2023	29	7,058	KWH			$889.18	$0.126	$30.66	243.38
2023-04	3/22/2023	4/24/2023	33	6,280	KWH			$791.90	$0.126	$24.00	190.30
2023-05	4/25/2023	5/20/2023	25	4,693	KWH			$593.43	$0.126	$23.74	187.72
2023-06	5/21/2023	6/20/2023	30	4,914	KWH			$646.36	$0.132	$21.55	163.80
Meter: [METROLIGHTSGATEWAY-ELE01] METRO Outdoor Lights Gateway - ELE01 Totals:			**362**	**72,854**	**KWH**			**$9,164.42**	**$0.126**	**$25.32**	**201.25**

Western Loudoun Agricultural Center (formerly Animal Shelter.)

Loudoun County
Energy CAP

Report-15 - Meter Summary by Period

Place: [485028] ANIMAL SHELTER — **Energy Type:** [Electric] kWh
Meter: [ANIMAL_SHELTER02] ANIMAL SHELTER — **Cost Center:** [66-ANIMAL_CONT01] 66-ANIMAL CONTROL
Rate: RATE-SCHEDULE-130
Account: [005003828828] Animal Shelter / DVP — **Vendor** [102113] DOMINION ENERGY

yyyy-mm	Start Date	End Date	#Days	Use	Unit	Billed Demand	Actual Demand	Cost	Cost/Unit	Cost/Day	Use/Day
2022-07	6/27/2022	7/29/2022	32	27,900	KWH	102		$3,603.81	$0.129	$112.62	871.88
2022-08	6/27/2022	8/26/2022	60	21,300	KWH	97		$1,239.55	$0.058	$20.66	355.00
2022-09	8/26/2022	9/27/2022	32	20,700	KWH	75		$2,771.15	$0.134	$86.60	646.88
2022-10	9/27/2022	10/25/2022	28	17,400	KWH	72		$2,404.25	$0.138	$85.87	621.43
2022-11	10/25/2022	11/28/2022	34	21,000	KWH	72		$2,927.55	$0.139	$86.10	617.65
2022-12	11/28/2022	12/27/2022	29	18,300	KWH	69		$2,286.97	$0.125	$78.86	631.03
2023-01	12/27/2022	1/27/2023	31	19,200	KWH	62		$2,520.38	$0.131	$81.30	619.35
2023-02	1/27/2023	2/27/2023	31	47,100	KWH	78		$4,454.88	$0.095	$143.71	1,519.35
2023-03	2/27/2023	3/28/2023	29	21,600	KWH	62		$2,594.75	$0.120	$89.47	744.83
2023-04	3/29/2023	4/27/2023	29	15,000	KWH	78		$2,195.29	$0.146	$75.70	517.24
2023-05	4/28/2023	5/25/2023	27	12,900	KWH	62		$1,975.81	$0.153	$73.18	477.78
2023-06	5/26/2023	6/26/2023	31	13,800	KWH	62		$2,195.14	$0.159	$70.81	445.16
Meter: [ANIMAL_SHELTER02] ANIMAL SHELTER Totals:			**393**	**256,200**	**KWH**			**$31,169.53**	**$0.122**	**$79.31**	**651.91**

Loudoun County
Energy CAP

Report-15 - Meter Summary by Period

Place: [485448] DTCI 101 BLUE SEAL DR SE — **Energy Type:** [Electric] kWh
Meter: [101BLUESEALDR-ELE1] 101 BLUE SEAL DR-Ele1 — **Cost Center:** [64-TRANS&CAPITALINFRASTRUCTION] 64-TRANSPORTATION&CAPITALINFRAST
Rate: 3G
Account: [2507978161] 101 Blue Seal / NOVEC — **Vendor** [101346] NOVEC

yyyy-mm	Start Date	End Date	#Days	Use	Unit	Billed Demand	Actual Demand	Cost	Cost/Unit	Cost/Day	Use/Day
2022-07	7/11/2022	8/9/2022	29	47,616	KWH	132		$5,457.00	$0.115	$188.17	1,641.93
2022-08	8/9/2022	9/9/2022	31	49,152	KWH	136		$5,708.19	$0.116	$184.14	1,585.55
2022-09	9/9/2022	10/10/2022	31	42,624	KWH	113		$4,934.68	$0.116	$159.18	1,374.97
2022-10	10/10/2022	11/8/2022	29	39,360	KWH	106		$4,333.12	$0.110	$149.42	1,357.24
2022-11	11/8/2022	12/12/2022	34	44,928	KWH	88		$4,857.75	$0.108	$142.88	1,321.41
2022-12	12/12/2022	1/12/2023	31	39,360	KWH	88		$4,318.06	$0.110	$139.29	1,269.68
2023-01	1/12/2023	2/16/2023	35	44,736	KWH	90		$4,813.78	$0.108	$137.54	1,278.17
2023-02	2/16/2023	3/13/2023	25	30,336	KWH	0		$2,676.61	$0.088	$107.06	1,213.44
2023-03	3/13/2023	4/10/2023	28	37,440	KWH	111		$4,369.44	$0.117	$156.05	1,337.14
2023-04	4/10/2023	5/9/2023	29	40,128	KWH			$3,530.96	$0.088	$121.76	1,383.72
2023-05	5/9/2023	6/8/2023	30	41,856	KWH	119		$4,829.38	$0.115	$160.98	1,395.20
Meter: [101BLUESEALDR-ELE1] 101 BLUE SEAL DR-Ele1 Totals:			**332**	**457,536**	**KWH**			**$49,828.97**	**$0.109**	**$150.09**	**1,378.12**

Q4. Are the sites in Tab B part of the bid/award?

A4. The RFP was not clear as to the purpose of the sites listed in Tab B. The best answer may be that this list represents, for informational purposes, potential site-specific PPAs.

Q5. Can you please identify the desired location of the Ground Mounts at each of the requested sites?

A5. Next two pages, depicted by blue shaded polygons.

PIN #344455673
Western Loudoun Agricultural Center

PIN #089351939
Ashburn Station Metro

Q6. Please provide the current electric utility rate for all sites.

A6. For Dominion sites, rate is $0.1092/kWh, for NOVEC sites, rate is $0.1133/kWh.

Q7. Please provide roof warranty information for all sites that are available for rooftop solar, and when the warranties are set to expire.

A7. The only site with proposed rooftop is the DTCI/Blue Seal Site. It's current warranty expires in 2039. The Metro Garage sites are proposed for potential canopy solar, as they are parking garages with no roof.

Q8. For sites that will not have roof warranties for the full contract term, will the County accept responsibility to perform necessary roof work to extend the warranties for the full term?

A8. The County does not anticipate extending the warranties.

Q9. Will tree-trimming/removal be permitted?

A10. For the proposed detailed sites, tree-trimming/removal should not be needed., with the exception possibly of the Western Agriculture Center ground mount areas where trimming will be allowed. For any other site, trimming/removal should be allowed unless tree canopy is protected. NOTE: **Due to recent clearing restrictions established by the US Fish and Wildlife Service related to the Northern Long Eared Bat, the Contractor is restricted from clearing between April 1 and November 15. These restrictions must be accounted for in the Contractors schedule and lump sum cost. No additional compensation will be provided to the Contractor for failure to meet these clearing restrictions**.

END QUESTIONS