



COMMONWEALTH OF VIRGINIA

## County of Henrico

RFP No. 19-1919-9JOK

DEPARTMENT OF FINANCE  
Cecelia H. Stowe, CPPO, C.P.M.  
Purchasing Director

September 13, 2019  
Request for Proposal ("RFP")  
Solar Power Purchase Agreement Services

Your firm is invited to submit a proposal to provide solar power purchase agreement services for the County of Henrico, Virginia in accordance with the enclosed Specifications and General Terms and Conditions. The submittal, consisting of the **original proposal and four (4) additional hard copies, and an electronic copy in a ".pdf" format on a USB/Flash Drive device** will be received no later than **October 22, 2019 at 2:00 p.m.**

<b>IN PERSON OR SPECIAL COURIER</b> County of Henrico Department of Finance Purchasing Division 8600 Staples Mill Road Henrico, VA 23228	<b>OR</b>	<b>U.S. POSTAL SERVICE</b> County of Henrico Department of Finance Purchasing Division P.O. Box 90775 Henrico, VA 23273
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This RFP and any addenda are available on the County of Henrico website at:  
<http://henrico.us/finance/divisions/purchasing>. To receive an email copy of this document, please contact  
kno008@henrico.us.

**A pre-proposal conference will be held on October 3, 2019, at 8:30 a.m. located at the Henrico County Training Center at 7701 East Parham Road, Henrico VA in Room 2031.** Offerors are strongly encouraged to attend the pre-proposal conference. ONLY two (2) representatives per team will be allowed to be present in the meeting. A teleconference number has been established for suppliers who are unable to travel to the County of Henrico. To join the meeting, call 804-501-7769. It is limited to one (1) caller from each supplier. **PLEASE BRING A COPY OF THE REQUEST FOR PROPOSAL WITH YOU TO DISCUSS THE REQUIREMENTS.**

Time is of the essence, and all proposals received after the appointed hour for submission, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division, Department of Finance. Offerors are responsible for ensuring that the Purchasing Division personnel stamp their proposal by the deadline indicated.

Packages containing proposals shall be placed in a sealed container (i.e. opaque envelope, box, etc.), addressed to Oscar Knott at the location(s) stated above, and labeled with the following information:

***Proposal for Solar Power Purchase Agreement Services***

***RFP No.: 19-1919-9JOK***

***Name of Offeror***

***Address of Offeror***

***Receipt/Closing Date: October 22, 2019 at 2:00 p.m.***

Nothing herein is intended to exclude any responsible offeror or in any way restrain or restrict competition. On the contrary, all responsible offerors are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

**Pursuant to Henrico County Code Section 16-43, the award will be made by the Board of Supervisors of Henrico County, Virginia for County government facilities, and the award will be made by the County School Board of Henrico County, Virginia for school facilities.**

Should you have any questions concerning this RFP, please contact Oscar Knott at [kno008@henrico.us](mailto:kno008@henrico.us) by no later than October 11, 2019.

Very truly yours,  
Cecelia H. Stowe, CPPO, C.P.M.  
Purchasing Director

Oscar Knott, CPP, CPPO, VCO  
Assistant Division Director

**I. INTRODUCTION**

**A. PURPOSE**

The County of Henrico (the “County”) Department of General Services (“DGS”) is seeking proposals from qualified and experienced offerors to establish a contract for Solar Power Purchase Agreement (“PPA”) services for utilization by County General Government and Henrico County Public Schools (“HCPS”) operations in accordance with the Scope of Services identified in Section II of this RFP.

**B. BACKGROUND**

The County is a member of the Virginia Energy Purchasing Governmental Association (VEPGA). VEPGA’s current contract (“VEPGA Agreement”) with Virginia Electric and Power Company (“Dominion”) authorizes VEPGA members to participate in the third-party purchase agreement pilot program established by the State Corporation Commission (SCC) and governed by the SCC’s guidelines (“Pilot Program”). It is the County’s intent to participate in the Pilot Program and enter into one or more PPAs.

Four (4) locations have been initially identified as potential facilities that are intended to receive rooftop solar photovoltaic (PV) systems through a PPA:

1. Public Safety Building, 7721 E. Parham Road, Henrico, VA (receiving a new roof to be complete in early 2020);
2. New J.R. Tucker High School, 2901 N. Parham Road, Henrico, VA (under construction with anticipated summer 2021 completion);
3. New Highland Springs High School, 200 S. Airport Road, Highland Springs, VA (under construction with anticipated summer 2021 completion);
4. Holladay Elementary School Expansion, 7300 Galaxie Road, Henrico, VA (under construction with anticipated summer 2021 completion).

Available information about the above listed potential facilities is included in Attachment G. Additional information, including available drawings for these sites is available upon request. All drawings provided are for reference only and are not guaranteed to be accurate as-built conditions. Electricity rate schedule information is available at <http://vepga.org/contract-materials/>. Additionally, County data provided may require field verification by potential offerors.

In addition to the potential facilities listed above, the County has identified the need to establish an annual service agreement that includes the identification and evaluation of additional current and future facilities within the Henrico County Government and HCPS portfolio to receive solar PV systems through a PPA and enter into additional PPAs.

After reviewing offerors’ proposals, the County will determine whether to proceed with the identified facilities.

**II. SCOPE OF SERVICES**

The Successful Offeror shall provide all supervision, labor, materials, and equipment necessary to provide comprehensive design, installation, commissioning, operation,

maintenance, repair and replacement, and decommissioning of a solar PV system via a solar PPA and a lease (or other appropriate interest to permit access to the solar PV system, such as a license) (generally, a "Lease Agreement") in accordance with applicable local, state, and federal codes, the VEPGA Agreement, and Dominion's and the SCC's regulations and requirements. As used in this RFP, the term "the Contract" refers to the Master PPA, System Agreement, Lease Agreement and other collateral contract documents together. The County anticipates that the Contract will have a term of up to 25 years. The Successful Offeror shall own the solar PV system for the term of the Contract. For each prospective facility the County determines to proceed with a solar PV installation, the Successful Offeror shall perform the following:

A. Solar PV System Design Requirements.

The Successful Offeror 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 installations;
3. Design the solar PV system that includes a full structural load analysis approved by a Professional Engineer, 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 Successful Offeror deems necessary to accommodate installation of a solar PV system and prolong the life of the roof for at least the 25-year duration of the Contract;
5. Coordinate and obtain all required interconnection agreements with Dominion;
6. Coordinate with the obligors under any existing roof warranty or warranties such that the warranty or warranties will remain in effect;
7. Provide complete specifications, calculations and drawings for County approval; and
8. Obtain County approval of the final design package.

B. Solar PV System Installation Requirements.

The Successful Offeror 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 Dominion;
4. Pay for any interconnection, processing, and other fees and expenses as may be required by Dominion 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; and
9. Use corrosion resistant, including galvanic corrosion, and durable materials.

C. Solar PV System Operation and Maintenance Requirements.

The Successful Offeror 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 Contract, 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 Henrico County as well as by the general public on a vendor-provided website for educational and outreach purposes;
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, make all roof repairs (or replacement) caused by the negligence, gross negligence, recklessness or willful misconduct of the Successful Offeror, including relocating the solar PV system to allow the Successful Offeror 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 48 hours of notice.

D. Solar PV System Decommissioning Requirements.

At the end of the Contract, if the County does not elect to retain the solar PV system for self-operation, the Successful Offeror 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.

E. Other General Requirements.

The Successful Offeror shall:

1. Obtain and pay for all federal, state, and local governmental permits and zoning approvals required for installation and subsequent operation of the solar PV system;
2. Obtain and pay for all Dominion permits and approvals;
3. Comply with all aspects of the Pilot Program and applicable provisions of the VEPGA Agreement;
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; and
6. Coordinate with HCPS third-party commissioning agent as required for Leadership in Energy and Environmental Design (“LEED”) requirements on the three school facilities included in Section 1(B) and coordinate with Henrico County Government and HCPS on any other future facilities that are selected to receive solar PV systems through a PPA when the construction of the facility includes pursuing LEED certification.

F. Annual Service Agreement Requirements.

The Successful Offeror shall:

1. Assist the County in identifying additional facilities for solar feasibility study to determine if the installation of a solar PV system is feasible;
2. At the County’s request, complete a solar feasibility study, and provide a report, including pricing through the PPA Cash Flow Chart (Attachment H) to the County, of additional facilities to determine if the installation of a solar PV system is feasible; and
3. At the County’s request, complete the requirements listed in Section II, Items A through E for the selected additional facilities to receive installation of solar PV systems through a PPA.

**III. COUNTY RESPONSIBILITIES**

The County will designate an individual to act as the County’s representative with respect to the work to be performed under this contract. Such individual shall have the authority to transmit instructions, receive information, and interpret and define the County’s policies and decisions with respect to the contract.

**IV. ANTICIPATED PROCUREMENT SCHEDULE**

The following represents a tentative outline of the process currently anticipated by the County:

Request for Proposal Distributed	September 13, 2019
Pre-Proposal Meeting	October 3, 2019 at 8:30 a.m.
Questions Due By	September 27, 2019
Receive Written Proposals	October 11, 2019 at 2:00 p.m.
Conduct Interviews and Negotiations	November 2019
Award Contract	December 2019 / January 2020

**V. GENERAL CONTRACT TERMS AND CONDITIONS**

A. Annual Appropriations

It is understood and agreed that the contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

B. Award of the Contract

1. The County reserves the right to reject any or all proposals and to waive any informalities.
2. The Successful Offeror shall, within fifteen (15) calendar days after Contract documents are presented for signature, execute and deliver to the Purchasing office the Contract documents and any other forms or bonds required by the RFP.
3. The Contract resulting from this RFP is not assignable
4. Notice of award or intent to award may also appear on the Purchasing Office website: <http://henrico.us/finance/divisions/purchasing/>.

C. Collusion

By submitting a proposal in response to this Request for Proposal, the offeror represents that in the preparation and submission of this proposal, said offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. § 1 et seq.) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

D. Compensation

The Successful Offeror shall submit a complete itemized invoice on each delivery or service that is performed under the Contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

E. Controlling Law and Venue

The Contract will be made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflicts of law principles. Any dispute arising out of the Contract, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

F. Default

1. If the Successful Offeror is wholly responsible for a failure to perform the Contract (including, but not limited to, failure to make delivery of goods, failure to complete implementation and installation, and/or if the goods and/or services fail in any way to perform as specified herein), the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror shall provide a plan to correct said default within 20 calendar days of the County's notice of default.
2. If the Successful Offeror fails to cure said default within 20 days, the County, among other actions, may complete the Contract work through a third party, and the Successful Offeror shall be responsible for any amount in excess of the Contract price incurred by the County in completing the work to a capability equal to that specified in the Contract.

G. Drug-Free Workplace to be Maintained by the Contractor (VA. Code §2.2-4312)

1. During the performance of this Contract, the contractor agrees to (i) provide a drug-free workplace for the contractor'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 contractor'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 on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. 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 contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

H. Employment Discrimination by Contractor Prohibited

1. During the performance of this Contract, the contractor agrees as follows (Va. Code § 2.2-4311):
  - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause..
  - b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The contractor will include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

I. Employment of Unauthorized Aliens Prohibited

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contractor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia



knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

J. Indemnification

The Successful Offeror agrees to indemnify, defend and hold harmless the County of Henrico (including Henrico County Public Schools), the County's officers, agents and employees, from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, the failure to provide any services or the use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the County's sole negligence.

K. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and Henrico and Henrico's elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications. **(Attachment E).**

L. No Discrimination against Faith-Based Organizations

The County does not discriminate against faith-based organizations as that term is defined in Va. Code § 2.2-4343.1.

M. Offeror's Performance

1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the Contract.
2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
3. The Successful Offeror shall cooperate with Henrico officials in performing the Contract work so that interference with normal operations will be held to a minimum.
4. The Successful Offeror shall be an independent contractor and shall not be an employee of the County.

N. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of

the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

2. The Successful Offeror is expressly prohibited from receiving additional payments or profit from the items referred to in this paragraph, other than that which is provided for in the general terms and conditions of the Contract.
3. This shall not preclude offerors from submitting proposals, which may include innovative ownership approaches, in the best interest of the County.

O. Record Retention and Audits

1. The Successful Offeror shall retain, during the performance of the Contract and for a period of five years from the completion of the Contract, all records pertaining to the Successful Offeror's proposal and any Contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including the Successful Offeror's copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; Contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror's normal working hours.
2. County personnel may perform in-progress and post-audits of the Successful Offeror's records as a result of a Contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

P. Severability

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

Q. Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations

It is the policy of the County of Henrico to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA the County's internet site at <http://henrico.us/finance/divisions/purchasing/> and may be viewed under the Bids and Proposals link. Construction related solicitations are located on eVA and County internet sites and on eBid at [www.ebidexchange.com/henrico](http://www.ebidexchange.com/henrico).

R. Subcontracts

No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Successful Offeror desires to subcontract some part of the work specified in the contract, the Successful Offeror shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the Contract.

S. Taxes

1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Henrico and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Henrico, and Henrico shall be held harmless for same by the Successful Offeror.
2. Henrico is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

T. Termination of Contract

1. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
3. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days' written notice to the Successful Offeror.
4. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.

U. County License Requirement

If a business is located in Henrico County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If your business is not located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

V. Environmental Management

The Successful Offeror shall comply with all applicable federal, state, and local environmental regulations. The Successful Offeror is required to abide by the

County's Environmental Policy Statement: [http://henrico.us/pdfs/risk/env\\_policy.pdf](http://henrico.us/pdfs/risk/env_policy.pdf) which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation. The Successful Offeror shall be properly trained and have any necessary certifications to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the assigned County Project Manager and the County Risk Manager.

W. Safety

1. The Successful Offeror shall comply with and ensure that the Successful Offeror's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety and Health Codes Board of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under the Contract. The Successful Offeror shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror's personnel from the work site.
3. In the event the County determines any operations of the Successful Offeror to be hazardous, the Successful Offeror shall immediately discontinue such operations upon receipt of either written or oral notice by the County to discontinue such practice.

X. Authorization to Transact Business in the Commonwealth

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership or other business form 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.
2. An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission (Attachment C). 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 proposal a statement describing why the offeror is not required to be so authorized.

3. An offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Purchasing Director, his designee, or the County Manager.
4. Any falsification or misrepresentation contained in the statement submitted by the offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by 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.

Y. Payment Clauses Required by Va. Code §2.2-4354

Pursuant to Virginia Code § 2.2-4354:

1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
2. The Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the County. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the County.
3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
4. Unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

Z. Contact Period

1. The contract period for PPA shall be up to twenty-five (25) years.

2. The contract period for Annual Service Agreement Requirements defined in Section II(F) shall be one (1) year. Contract prices shall remain firm for the contract period.
3. The contract period for Annual Service Agreement Requirements defined in Section II(F) may be renewed for 4 additional one-year periods upon the sole discretion of the County.
4. The resulting contract for Annual Service Agreement Requirements defined in Section II(F) should require the Successful Offeror to give at least a ninety (90) day written notice if they do not intend to renew the contract at any annual renewal.
5. The contract for Annual Service Agreement Requirements shall not exceed a maximum of five (5) years.

AA. Occupational Safety & Health Policy Statement

The Successful Offeror shall comply with all applicable federal, state, and local occupational safety and health standards. The Successful Offeror is required to abide by the County's Occupational Safety & Health Policy Statement: [https://henrico.us/pdfs/risk/h\\_safety\\_policy.pdf](https://henrico.us/pdfs/risk/h_safety_policy.pdf) which emphasizes maintaining a safe and healthy work environment for all employees, volunteers, and contractors who access County property and locations. The Successful Offeror shall be properly trained and have any necessary certifications to carry out occupational safety and health policy responsibilities. The Successful Offeror shall immediately communicate any concerns or incidents to the assigned County Project Manager and the County Risk Manager.

BB. Tobacco – Free Requirement

County Public Schools (“HCPS”) has a tobacco-free policy on school property. Therefore, the use or display of tobacco products by the Contractor, its suppliers and/or subcontractors on school property is strictly prohibited at all times, including days and/or hours when school is not in session. This includes, but is not limited to, outdoor areas of school properties and personal or business vehicles present on school property.

“Tobacco products” include any lit or unlit cigarette (including candy cigarettes), cigar, pipe, smokeless tobacco, dip, chew, and snuff in any form. This includes electronic cigarettes, cigarette packages, smokeless tobacco containers, lighters, and any other items containing or reasonably resembling tobacco, tobacco product images and tobacco company logos, such as key chains, t-shirts, ash trays, and coffee mugs.

“School property” includes land, buildings, facilities, and vehicles owned or rented by HCPS. School property includes parking lots, playgrounds and recreational areas.

CC. Contact with Students

Offerors shall certify that any of its employees or agents who will provide services under the Contract resulting from this procurement and will be in direct contact

with Henrico County Public School students on school property during regular school hours or during school-sponsored activities has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Offerors shall cause any of its subcontractors to provide the same certification described herein with regard to the subcontractors' employees and agents.

**Henrico County cannot award a contract to an offeror that does not complete the Attachment F as part of their proposal/submission.**

DD. Conduct

1. Fraternalization between supplier and teachers or students is strictly prohibited.
2. Use, consumption, and/or possession of any controlled substance, substances considered to be illegal, and alcohol are strictly prohibited on school grounds.
3. Cigarette smoking is prohibited on school grounds.
4. Use of vulgar, suggestive or abusive language or gestures is strictly prohibited on school grounds.
5. Use of radios/stereos or other noise producing equipment shall not be used. No weapons of any kind are allowed on school grounds.

EE. Service Accessibility

Pursuant to the award of the contract and as soon as practicable but not later than September 1, 2019, the Successful Offeror shall confirm that all online content and/or web-based functionality provided is accessible to individuals with disabilities except where doing so would impose a fundamental alteration or undue burden. Accessibility will be measured according to the W3C's Web Content Accessibility Guidelines (WCAO) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0 techniques for web content, which are incorporated by reference.

FF. Cooperative Procurement

This procurement is being conducted by Henrico County, Virginia on behalf of all other public bodies of the Commonwealth of Virginia in accordance with the provisions of 2.2-4304 of the *Code of Virginia*, as amended. If agreed to by the Successful Offeror(s), other public bodies of the Commonwealth of Virginia may make purchases under the resulting contract(s) at the prices set forth herein and in accordance with its terms, conditions and specifications, subject to any modifications necessary to comply with local policy or practice to which the Successful Offeror(s) agrees. The Successful Offeror(s) shall deal directly with any public body it authorizes to use the resulting contract. Henrico County, Virginia, its officials and its staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Successful Offeror(s) and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Henrico County contract. Henrico County assumes no responsibility for any notification of the availability of the resulting

contract(s) for use by other public bodies, but the Successful Offeror(s) may conduct such notification.

## VI. PROPOSAL SUBMISSION REQUIREMENTS

- A. The Purchasing Division will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the offeror.
- C. The Proposal Signature Sheet (**Attachment A**) must accompany any proposal(s) submitted and be signed by an authorized representative of the offeror. If the offeror is a firm or corporation, the offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.
- D. The proposal, the proposal security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
- E. The time proposals are received shall be determined by the time clock stamp in the Purchasing Division. Offerors are responsible for insuring that their proposals are stamped by Purchasing Division personnel by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any offeror from any obligations with respect to its proposal or to the Contract.
- H. Subject to the limitations of Va. Code § 2.2-4342(F), trade secrets or proprietary information submitted by an offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342(F)). (Attachment D)



- I. A proposal may be modified or withdrawn by the offeror anytime prior to the time and date set for the receipt of proposals. The offeror shall notify the Purchasing Division in writing of its intentions.
  - 1. If a change in the proposal is requested, the modification must be so worded by the offeror as to not reveal the original amount of the proposal.
  - 2. Modified and withdrawn proposals may be resubmitted to the Purchasing Division up to the time and date set for the receipt of proposals.
  - 3. No proposal can be withdrawn after the time set for the receipt of proposals and for one-hundred twenty (120) days thereafter.
  
- J. The County welcomes comments regarding how the proposal documents, scope of services, or drawings may be improved. **Offerors requesting clarification, interpretation of, or improvements to the proposal general terms, conditions, scope of services or drawings shall submit technical questions concerning the Request for Proposal no later than October 11, 2019 in writing.** Any changes to the proposal shall be in the form of a written addendum issued by the Purchasing Division and it shall be signed by the Purchasing Director or a duly authorized representative. **Each offeror is responsible for determining that it has received all addenda issued by the Purchasing Division before submitting a proposal.**
  
- K. All proposals received in the Purchasing Division on time shall be accepted. All late proposals received by the Purchasing Division shall be returned to the offeror unopened. Proposals shall be open to public inspection only after award of the Contract.

**VII. PROPOSAL RESPONSE FORMAT**

- A. Offerors shall submit a written proposal that present the offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criterion and to be specific in presenting their qualifications. Your proposal should provide all the information considered pertinent to your qualifications for this project.
  
- B. Offerors should include in their proposal the following:
  - 1. Table of Contents  
All pages are to be numbered.
  
  - 2. Tab 1 – Introduction  
In this tab, the following items should be provided:
    - a. Cover Letter – On company letterhead, signed by a person with the corporate authority to enter into contracts in the amount of the proposal.
    - b. Proposal Signature Sheet – **Attachment A**
    - c. Business Classification Form – **Attachment B**
    - d. Virginia State Corporation Commission Registration Information – **Attachment C**

- e. Proprietary/Confidential Information – **Attachment D**
  - f. Direct Contact with Students – **Attachment F**
3. Tab 2 – Statement of the Scope  
In concise terms, offerors should state their understanding of the Scope of Services requested by this RFP in Section II.
4. Tab 3 – Offeror Qualifications, Experience and Resumes  
In this tab, offerors should demonstrate the offeror's, and their proposed staff's, qualifications and experience in providing the solar PPA services as requested in this Request for Proposal. Offerors should provide, at a minimum, documentation demonstrating that they are regularly engaged in providing the services solicited in this RFP for no less than five (5) years. If subconsultants or subcontractors are to be utilized, provide similar documentation to what has been requested of the offeror in this section. Additionally, offerors should provide documentation demonstrating their financial capacity and their ability to successfully continue to provide service throughout the contract term.
5. Tab 4 – References  
In this tab, offerors should include a minimum of three (3) references where the offeror has provided services similar to the services being solicited in this Request for Proposals. The information provided should include a contact person's name, position, up-to-date telephone number and email address, the company for which the contact person worked, and the time period of the services performed.
6. Tab 5 – Service Approach / Implementation of Services  
In this tab, offerors should provide, in detail, their approach to fulfilling the scope of services being solicited by this Request for Proposal and demonstrate their compliance with the requirements of the Scope of Services. If subconsultants are to be utilized, provide the services that they will be providing.

Offerors should comprehensively cover schedule, design, performance, warranties, equipment, layout, mounting, interconnection, and monitoring. Information to be covered includes:

- a. Equipment Information (including system description, layout of installation, selection of key equipment and layout of equipment, performance of equipment components and subsystems, specifications for equipment procurement and installation, all engineering associated with structural and mounting details, controls, monitors, instrumentation, and operation and maintenance service plan);
- b. Installation Interconnection Information (including solar electric array orientation (degrees), solar electric module tilt (degrees), electrical grid interconnection requirements, integration of solar PV system with other power sources, and system type and mode of operation (utility interactive));

- c. Performance Characteristics (including shading calculation documentation, total system output (kWh per year), estimated kWh per month per array (shown over a 12-month period); and warranties and guarantees);
  - d. Applicable Incentives;
  - e. Interconnection Agreement (confirmation that the solar PV system will be designed to comply with applicable Dominion Energy interconnection requirements); and
  - f. Timeline/Schedule.
7. Tab 6 – Conceptual Drawings  
In this tab, offerors shall submit conceptual drawings indicating the proposed location of the solar PV array(s) and access points along with a one-line electrical diagram showing inverters, transformers, meters, and interconnection locations. Conceptual drawings shall be submitted with dimensions shown in English units.
8. Tab 7 – Project Financing  
In this tab, offerors shall provide a statement demonstrating how the project will be financed, including all costs of design, installation, startup, maintenance, operation and decommissioning.
9. Tab 8 – PPA Cost  
In this tab, offerors shall submit separate PPA Cash Flow Chart (Attachment H) for each of the potential facilities identified in Section I(B). PPA Kilowatt hourly rates for solar electricity delivered to the County shall include all federal, state and local utility, energy or environmental incentives and Solar Renewable Energy Credits accruing to the County.
- Offerors shall also include a methodology for determination of a buy-out price in the event of an early termination for convenience by the County, with alternative calculations based upon whether the County retains the solar PV system, or it is removed by the offeror.
- For future facilities to be identified for the installation of a Solar PV systems, offerors shall submit a proposed base PPA Rate (\$/kwh) for which the PPA rate will be based off of once a facility has been identified. Additionally, offerors shall submit a proposed PPA Escalation Rate to be utilized on the future identified facilities.
10. Tab 9 – Solar PPA and Lease Agreement  
In this tab, offerors shall submit a proposed Solar PPA and Lease Agreement, and any other contract documents the offeror will propose.
11. (If needed) Tab 10 – Exceptions  
In this tab, offerors shall list any exceptions taken to the Scope of Services and General Terms and Conditions of this Request for Proposals.

12. (If needed) Tab 11 – Assumptions

In this tab, offerors shall list any assumptions made when responding to this Request for Proposals.

13. (If needed) Tab 12 – Appendices

In this tab, offerors should submit additional material needed to help clarify their response.

**VIII. PROPOSAL EVALUATION/SELECTION PROCESS**

A. Offerors are to make written proposals, which present the offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.

B. Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

Evaluation Criteria	Weight
Functional Requirements <i>(In accordance with Section VII, Items B(3), B(6) and B(7), this criterion considers the extent to which the offeror's proposed solution satisfies the Scope of Services as defined by this RFP in Section II.)</i>	30
Implementation Services <i>(In accordance with Section VII, Item B(6), B(7) and B(8), this criterion considers the offeror's overall approach to complete the Scope of Services solicited by this RFP in Section II.)</i>	20
Experience and Qualifications <i>(In accordance with Section VII, Items B(4) and B(5), this criterion considers the offeror's overall experience and qualifications to perform the Scope of Services as defined by this RFP in Section II.)</i>	20
Price / Financial Benefit to the County <i>(In accordance with Section VII, Item B(9), this criterion considers the offeror's price proposal for providing the Scope of Services solicited by this RFP in Section II.)</i>	25
Quality of proposal submission/oral presentations <i>(This criterion considers the overall quality of the offeror's proposal submitted and any oral presentations required.)</i>	5
Total	100

C. For goods, nonprofessional services, and insurance, selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. In the case of a proposal for information technology, as defined in Va. Code § 2.2-2006, the County shall not require an offeror to state in a proposal any exception to any liability provisions contained in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. The

offeror shall state any exception to any liability provisions contained in the Request for Proposal in writing at the beginning of negotiations, and such exceptions shall be considered during negotiation. Price shall be considered, but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

# ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal (“RFP”) No. 19-1919-9JOK - Solar Power Purchase Agreement Services.

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
ADDRESS:
FEDERAL ID NO:
SIGNATURE:
NAME OF PERSON SIGNING (PRINT):
TITLE:
TELEPHONE:
FAX:
EMAIL ADDRESS:
DATE:

# ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: \_\_\_\_\_

This form completed by: Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- SMALL BUSINESS
- WOMEN-OWNED BUSINESS
- MINORITY-OWNED BUSINESS
- SERVICE-DISABLED VETERAN
- EMPLOYMENT SERVICES ORGANIZATION
- NON-SWaM (Not Small, Women-owned or Minority-owned)

**SUPPLIER REGISTRATION** – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia’s electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered?  Yes  No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

\_\_\_\_\_ NUMBER

\_\_\_\_\_ DATE

### DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

**"Small business"** means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

**"Women-owned business"** means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

**"Minority-owned business"** means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

**"Minority individual"** means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

**"Service disabled veteran business"** means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

**"Service disabled veteran"** means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

**"Employment services organization"** means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

**ATTACHMENT C**  
**Virginia State Corporation Commission (SCC)**  
**Registration Information**

**The Offeror:**

is a corporation or other business entity with the following SCC identification number:

\_\_\_\_\_ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) **-OR-**

is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids:



**ATTACHMENT D**  
**PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION**

NAME OF OFFEROR: \_\_\_\_\_

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

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

**ATTACHMENT E**  
**COUNTY OF HENRICO**  
**INSURANCE SPECIFICATIONS**

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

**Please be sure and review the Additional Requirements Section**

The Successful Bidder/Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Bidder/Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. **The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Bidder/Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

**Workers' Compensation**

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee  
\$100,000 for each Disease by employee  
\$500,000 policy limit by Disease

**Commercial General Liability**

\$1,000,000 each occurrence including contractual liability for specified agreement  
\$2,000,000 General Aggregate (other than Products/Completed Operations)  
\$2,000,000 General Liability-Products/Completed Operations  
\$1,000,000 Personal and Advertising injury  
\$ 100,000 Fire Damage Legal Liability

**Business Automobile Liability** – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

**Umbrella Liability**

\$2,000,000 Per Occurrence and in the aggregate

## Additional Requirements

In addition to the requirements above, the Successful Bidder/Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if required:

- Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**  
Required if the Scope includes providing advice or consultation including but not limited to; lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- Cyber Liability - \$2,000,000 Per Occurrence**  
Required if the Scope includes the collection and electronic transmittal of Personal Health Insurance (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**  
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- Pollution Liability - \$1,000,000 Per Occurrence**  
Required if the scope of work involves the use (other than in a motor vehicle) or removal of a substance or energy introduced into the environment that potentially has an undesired effect or affects the usefulness of a resource. These include, but are not limited to Asbestos, PCB's, Lead, Mold, and Fuels.
- Explosion, Collapse & Underground Coverage (XCU)**  
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- Builders Risk Coverage**  
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall insure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.
- Other as Specified Below**  
\_\_\_\_\_

**NOTE 1:** The commercial general liability insurance shall include contractual liability. The contract documents include an indemnification provision(s). The County makes no representation or warranty as to how the Bidder/Offeror's insurance coverage responds or does not respond. Insurance coverages that are unresponsive to the indemnification provision(s) do not limit the Bidder/Offeror's responsibilities outlined in the contract documents.

**NOTE 2:** The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Business Automobile Liability and Commercial General Liability, the total amount of coverage can be accomplished through any combination of primary and excess/umbrella insurance. This insurance shall apply as primary insurance and non-contributory with respect to any other insurance or self-insurance programs afforded the County of Henrico and Henrico County Public Schools. This policy shall be endorsed to be primary with respect to the additional insured.

**NOTE 3:** Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.

**NOTE 4:** The Certificate Holder Box shall read as follows:  
*County of Henrico*  
*Risk Management*  
*PO Box 90775*  
*Henrico, VA 23273*

# ATTACHMENT F

## Direct Contact with Students Form

Name of Offeror: \_\_\_\_\_

Pursuant to Va. Code § [22.1-296.1](#), as a condition of awarding a contract for the provision of services that require the contractor, his employees or subcontractors to have **direct contact with students** on school property during regular school hours or during school-sponsored activities, the school board shall require the contractor to provide certification that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Any person making a materially false statement regarding any such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

**As part of this submission, I certify that the employees of, or subcontractors to, the above mentioned contractor that will be providing services that require direct contact with students to the School Board under the resulting contract will have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. Furthermore, I understand that the duty to certify is ongoing and extends to future employees and employees of subcontractors for the duration of the contract.**

\_\_\_\_\_  
*Signature of Authorized Representative*

\_\_\_\_\_  
*Printed Name of Authorized Representative*

\_\_\_\_\_  
*Printed Name of Offeror  
(if different than Representative)*

# ATTACHMENT G

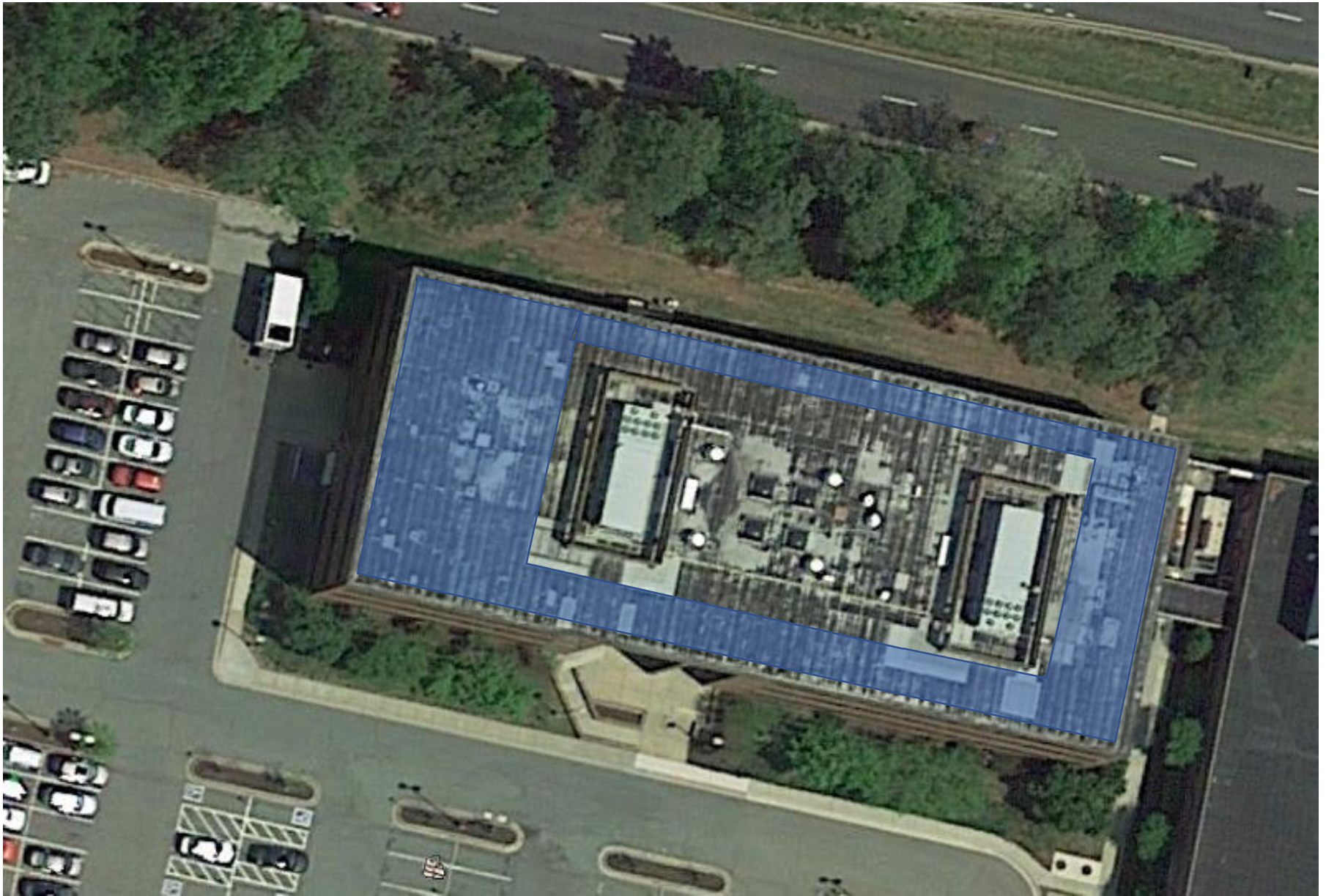
## Facility Information

Facility	Approximate Building Gross Square Footage	Approximate Roof Gross Square Footage <sup>1</sup>	Roof Installation Date	Roof Type	Annual Electricity Consumption - Prior Year(kWh)	Peak Electric Demand - Prior Year (kW)	Preliminary Solar Capacity Estimate (kW) <sup>3</sup>
Public Safety Building 7721 E. Parham Road, Henrico, VA	63,100	20,700	2/2020	Low-Slope White TPO	1,093,120	287	100
New Tucker High School 2901 N. Parham Road, Henrico, VA	265,000	189,650	8/2021	Low-Slope Black EPDM and Sloped Metal	Not available <sup>2</sup>	Not available <sup>2</sup>	500
New Highland Springs High School 200 S. Airport Road, Highland Springs, VA	265,000	189,650	8/2021	Low-Slope Black EPDM and Sloped Metal	Not available <sup>2</sup>	Not available <sup>2</sup>	500
New Addition to Holladay Elementary School 7300 Galaxie Road, Henrico, VA	79,000	58,000	8/2021	Low-Slope Black EPDM and Sloped Metal	Not available <sup>2</sup>	Not available <sup>2</sup>	220

<sup>1</sup> Not all roof areas will be conducive to receiving solar systems, see included conceptual renderings showing roof areas considered to have solar potential

<sup>2</sup> Actual energy usage is not available, however energy modeling data will be made available when finalized

<sup>3</sup> Preliminary estimates only, solar capacity for pricing purposes to be estimated by bidder



Henrico County Public Safety Building – Conceptual Solar Schematic  
*Preliminary only - Subject to evaluation of structural and field conditions*





J.R. Tucker High School





Highland Springs High School



# HOLLADAY ELEMENTARY SCHOOL EXPANSION (NEW BROOKLAND AREA ELEMENTARY SCHOOL)

CONCEPTUAL PLAN RENDERING

**MOSELEY**ARCHITECTS

**HCPS**



SCALE 1"=30'  
0 30 60

**TIMMONS GROUP**  
YOUR VISION ACHIEVED THROUGH OURS.