

## PRE-PROPOSAL CONFERENCE

RFP2000002845

An optional pre-proposal conference will be held at 9:30 A. M. on June 17, 2019, at the Fairfax County Government Center, 12000 Government Center Parkway, Conference Room 2/3, Fairfax Virginia. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this conference will not be a prerequisite to submitting a proposal, Offerors who intend to submit a proposal are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

All questions pertaining to this RFP should be submitted in writing to [patricia.wilkerson@fairfaxcounty.gov](mailto:patricia.wilkerson@fairfaxcounty.gov) prior to the pre-proposal conference.



# FAIRFAX COUNTY

## DEPARTMENT OF PROCUREMENT & MATERIAL MANAGEMENT

12000 GOVERNMENT CENTER PARKWAY, SUITE 427  
FAIRFAX, VIRGINIA 22035-0013

# VIRGINIA

TELEPHONE: (703) 324-3201 FAX: (703) 324-3228 TTY: 711

<b>ISSUE DATE:</b> June 6, 2019	<b>REQUEST FOR PROPOSAL NUMBER:</b> 2000002845	<b>TITLE:</b> Solar Power Purchase Agreement Services
<b>DEPARTMENT:</b> Office of Environmental and Energy Coordination	<b>DUE DATE/TIME:</b> July 31, 2019 at 2:00 PM	<b>CONTRACT SPECIALIST:</b> Patricia Wilkerson at 703-324-7535 or <a href="mailto:patricia.wilkerson@fairfaxcounty.gov">patricia.wilkerson@fairfaxcounty.gov</a>

**Proposals** - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fairfax County the items or services offered and accompanying attachments shall constitute a contract.

**Note:** Fairfax County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.

### NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

E-Mail Address:

Federal Employer Identification No or

Federal Social Security No.(Sole  
Proprietor)

Prompt Payment Discount: \_\_\_% for payment within \_\_\_days/net  
\_\_\_days

State Corporation Commission (SCC)  
Identification No.

**By signing this proposal, Offeror certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in the General Conditions and Instructions to Bidders as described in Appendix A, the Certification Regarding Ethics in Public Contracting set forth in Attachment A, and by any other relevant certifications set forth in Attachment A.**

Vendor Legally Authorized Signature

Date

Print Name

Title

Sealed proposals subject to terms and conditions of this Request for Proposal will be received by the Fairfax County Purchasing Agent at 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013 until the date/time specified above.

AN EQUAL OPPORTUNITY PURCHASING ORGANIZATION

(DPMM32) rev 7/2018



## **SPECIAL PROVISIONS**

### **1. INTRODUCTION:**

- 1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract(s) through competitive negotiation for solar power purchase agreement services. Fairfax County (FCG) is conducting this joint procurement on behalf of itself, the Fairfax County Park Authority (FCPA), the Fairfax County Public Schools (FCPS), and the Fairfax County Redevelopment and Housing Authority (FCRHA) (each a "Fairfax Entity"). The successful Offeror(s) ("Solar Power Provider") will design, install, own, operate and finance grid connected solar photovoltaic ("Solar PV") systems ("Projects") on various facilities and structures that are owned/operated by a Fairfax Entity (the "Host Entity") and sell the electricity produced by each Project to the Host Entity under a Power Purchase Agreement ("PPA").

The County respects economies of scale and has an interest in one large award but also may consider multiple awards where determined to be in the County's best interest. Projects will be on an as needed basis in accordance with the requirements, terms and conditions listed in this solicitation.

- 1.2. 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.

1.3. Phase I Projects

The County has identified approximately 130 facilities as sites for potential Phase I Projects. The Offeror is required to include all of the potential Phase I Projects in its Proposal. The Offeror is requested to price the Projects by Fairfax Entity (FCG, FCPA, FCPS, and FCRHA). Proposals should be based on a Project life of 20, 25, or 30 years (whichever is the best lifespan based on the expertise of the Offeror). The list of sites for Phase I is in Attachment C.

1.4. Phase II Projects

In addition to the potential Projects listed in Phase I, the County anticipates that the selected contract awardee(s) will be able to evaluate and propose projects for additional facilities in the Fairfax Entities portfolio. The County will work with the awardee(s) to screen appropriate facilities. The County anticipates the identification of additional Projects will occur simultaneously with the implementation of Phase I, but may add or adjust as needed. The full list of possible Phase II Projects is included in Attachment C.

- 1.5. Fairfax County has established qualifying Offeror criteria, including minimum criteria and experience with similar projects. The most qualified proposals will be evaluated and ranked according to "Best Value" for Fairfax County. Fairfax County will select the "Best Value" Proposals based upon a number of substantive variables, including but not limited to: pricing, vendor experience, qualifications and references, design and permitting experience, proposed schedule completion per bundle, maintenance and operation program, quality assurance program, safety program, performance guarantee and overall thoroughness of Proposal and responsiveness to this RFP along with Oral Presentations. A proposal evaluation scoring matrix is provided in Sec 14.6.

### **2. PRE-PROPOSAL CONFERENCE:**

- 2.1. An optional pre-proposal conference will be held on June 17, 2019, at 9:30 A.M. in the Fairfax County Government Center, Conference Center Room 2/3, 12000 Government Center Parkway, Fairfax, Virginia. To request reasonable ADA accommodations, call the Department of Procurement and Material Management ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven working days in advance of the event to make the necessary arrangements.

## **SPECIAL PROVISIONS**

- 2.2. The purpose of the pre-proposal conference is to give potential Offerors an opportunity to ask questions and to obtain clarification about any aspect of this Request for Proposal. Offerors may submit any questions pertaining to the RFP, in writing, no later than June 11, 2019 to [patricia.wilkerson@fairfaxcounty.gov](mailto:patricia.wilkerson@fairfaxcounty.gov).

### **3. CONTRACT PERIOD AND RENEWAL:**

- 3.1. This contract will begin on date of award and terminate on December 31, 2022.
- 3.2. Automatic contract renewals are prohibited. Contract renewals must be authorized by and coordinated through the County's Department of Procurement and Material Management (DPMM). The County reserves the right to renew the contract for four (4) additional years, one (1) year at a time or any combination thereof, if agreeable to all parties.
- 3.3. The contract period set forth in this section establishes the period of time within which a Fairfax Entity may enter into one or more PPAs for approved Projects. Any PPA executed during the contract period will survive expiration of the contract period for the full term of the PPA.
- 3.4. The obligation of the County to pay compensation due the Solar Power Provider under the contract or any other payment obligations under any contract awarded pursuant to this Request for Proposal is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Solar Power Provider with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice shall not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

### **4. BACKGROUND:**

- 4.1. Fairfax County, which is home to over 1.1 million residents, is governed by an elected 10-member Board of Supervisors (Board). Through its Statement of Priorities, the Board has pledged to engage residents and businesses to protect investment in eight critical areas, including "a clean, sustainable environment". On July 10, 2018, the "Fairfax County Operational Energy Strategy" (Energy Strategy), <https://www.fairfaxcounty.gov/energy/sites/energy/files/assets/documents/fairfax-county-operational-energy-strategy.pdf> was adopted by the Board with the intended purpose of ensuring energy and resource efficiency are explicitly considered, examined, and executed throughout all County government operations and decision-making.
- 4.2. FCG, FCPA, and FCPS are each members of the Virginia Energy Purchasing Governmental Association (VEPGA). VEPGA's current contract with Virginia Electric and Power Company ("Dominion") authorizes VEPGA members to participate in the third-party power purchase agreement pilot program established by the State Corporation Commission (SCC), subject to certain requirements. FCRHA is also a current customer of Dominion and eligible to participate in the pilot program under Virginia Acts of Assembly Uncodified Chapter 382 ("Uncodified Chapter 382"). It is the intent of each Fairfax Entity to participate in the pilot program by entering into one or more PPAs with the successful Offeror(s).

### **SPECIAL PROVISIONS**

- 4.3. In 2016, 51% (261,720,286 kWh) of the energy used by the County (not including energy used by FCPS) was from electricity. The cost of that electricity was 69% (\$19,890,742) of the total energy budget. As a vital element of the Energy Strategy, Fairfax County is endeavoring to reduce the usage of electricity from the traditional source by looking at innovative energy solutions such as “Solar PV”. The County’s Energy Use and Efficiency target is to reduce energy use 20% (77,370,800 kWh) by 2029.

- 4.4. Summary of Total Annual Electric Usage for Phase I Projects

Phase I Projects			
County Entity	Annual		Current Rate for Electricity
	Cost for Electricity	Average Electric Consumption (kWh)	
FCG	\$2,367,985	28,190,293	\$0.084
FCPA	\$687,743	7,973,752	\$0.086
FCPS	\$12,117,055	122,394,497	\$0.099
FCRHA	\$124,075	1,320,576	\$0.094

- 4.5. GIS images and site data for the Phase I and Phase II sites are available at [Solar PPA Services – Phase I Projects](#). Energy usage data for County properties operated by the Fairfax County Facilities Management Division, and for properties owned and operated by FCPA is available at <https://www.fairfaxcounty.gov/apps/energycap/>. Energy data for properties owned and operated by FCPS is available at [http://get2green.fcps.edu/energy\\_db.html](http://get2green.fcps.edu/energy_db.html).

## **5. SCOPE OF SERVICES:**

- 5.1. The Solar Power Provider(s) 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 resulting contract(s) is an indefinite delivery, indefinite quantity contract pursuant to which the Solar Power Provider(s) may sell to a Host Entity the electricity generated by one or more individual Projects at the rates set forth in the Solar Power Provider’s accepted Cost Proposal and in accordance with the terms and conditions listed in this solicitation and the resulting PPA. The Solar Provider will own the Solar PV Project.
- 5.2. Individual PPA term length must not exceed 30 years (Offeror may propose 20, 25, or 30 year options).
- 5.3. Pursuant to the VEPGA Agreement, Solar PV Projects commenced under the resulting contract and installed on properties owned by FCG, FCPA, and FCPS and served by Dominion will be subject to the SCC’s Pilot Program Guidelines (available at [http://www.scc.virginia.gov/pur/ppa/guide\\_clean.pdf](http://www.scc.virginia.gov/pur/ppa/guide_clean.pdf)), including the maximum generation capacity limitation of 1MW. Solar PV Projects installed at those sites must also meet the requirements for small electrical generators set forth in the SCC’s currently approved Regulations Governing Interconnection of Small Electrical Generators (20VAC5-314).
- 5.4. Unless and until FCRHA becomes a member of VEPGA, Projects for Phase I or Phase II sites owned by FCRHA and served by Dominion shall comply with the requirements of Uncodified Chapter 382, including the requirement that the electricity generated by the Project not exceed the expected annual energy consumption at the Project site based on the previous 12 months of billing history or an annualized calculation of billing history if 12 months of billing history is not available.

**SPECIAL PROVISIONS**

- 5.5. Projects for Phase II sites that are served by the Northern Virginia Electric Cooperative (NOVEC) may be commissioned under the resulting 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.
- 5.6. Upon approval of a Project, the Host Entity and a successful Offeror will execute a PPA provided by the County. The County is currently developing a PPA that the successful Offeror(s) will be expected to execute for each Project with minimal negotiation. Attachment D to this RFP is a PPA Term Sheet that identifies certain minimum terms that will be included in the finalized PPA, as well as certain terms that will not be accepted by the Fairfax Entities. Each Offeror must sign the acknowledgement at the bottom of Attachment D confirming that it will not take exception any of the requirements set forth in the Term Sheet. FAILURE TO EXECUTE THE ACKNOWLEDGEMENT IN ATTACHMENT D WILL RENDER AN OFFEROR'S PROPOSAL "UNACCEPTABLE".
- 5.7. In conjunction with execution of a PPA, the Host Entity will provide a License Agreement, Lease, Easement, Permit, or other document ("Site Access Agreement") that will govern the successful Offeror's access to and use of the property for the purpose of siting and operating the Project. The form of the Site Access Agreement may vary from Host Entity to Host Entity. Pursuant to Va. Code Ann. § 15.2-1800, the County must hold a public hearing before leasing or granting an easement across real property that it owns. The County prefers to utilize a site license agreement, rather than a lease or easement.
- 5.8. The sole recurring compensation payable by the Host Entity to the Solar Power Provider under the resulting contract shall be payment for electrical power generated by the Solar PV Project for use on-site.
- 5.9. The County's strong preference is that the PPAs are off balance sheet and do not impact the County's Aaa/AAA/AAA credit ratings from Moody's Investors Service, S&P Global, and Fitch Ratings, respectively. Offerors should expect that the resulting PPA(s) will be structured such that the rating agencies do not include these projects in the calculation of the County's debt burden.

**6. TECHNICAL PROPOSAL INSTRUCTIONS:**

The Offeror must submit a Technical Proposal containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein.

- 6.1. Overview:
  - a. Name of firm submitting proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate Federal, State, and County registration numbers.
  - b. Understanding of the problem and technical approach.
    - 1. Statement and discussion of the requirements described in Section 5 as they are analyzed by the Offeror.
    - 2. Offeror's proposed definitive Scope of Work with explanation of technical approaches and a detailed outline of the proposed program for executing the requirements of the technical scope and achieving project objectives to include master schedule for completion of Phase I work. The Offeror's explanation should demonstrate its understanding of the technical and administrative requirements for participation in the SCC pilot program under the VEPGA Agreement and Uncodified Chapter 382 and comprehensively cover scheduling, design, performance, warranties, equipment, layout, mounting, interconnection, and monitoring.

### SPECIAL PROVISIONS

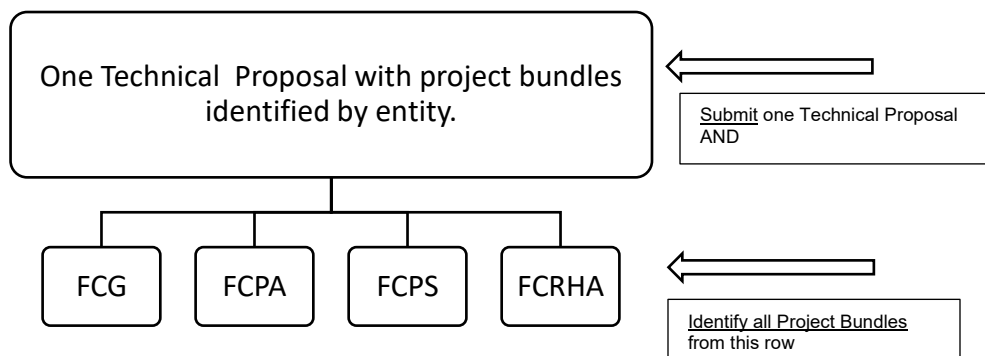
3. Explanation of proposed PPA term for each Phase I site (20, 25, 30 years)
4. Preliminary layouts, sketches, diagrams, other graphic representations, calculations, and other data as may be necessary for presentation, substantiation, justification or understanding of the proposed approaches for installation and maintenance of a Solar PV Project at each of the Phase I sites.
5. Offeror should demonstrate an awareness of difficulties in the completion of this undertaking, and a plan for surmounting them. Include discussion of whether/how the County's use of a License Agreement would impact their ability to complete a Project.
6. Offeror should state its agreement to work with the existing roofing contractor(s) to ensure that Project work will not invalidate current roof warranty.
7. Address factors which the Offeror believes to differentiate it from other potential Offerors for this project.
8. Address the Offeror's particular strength in the marketplace.

#### 6.2. Preliminary Work Plan:

The Offeror must present a description of the phases or segments into which the Phase I Projects can logically be divided and completed, together with flow charts (if helpful/illustrative) and master schedule of installation. The technical narrative should be keyed to appropriate section numbers of this RFP. This section should also contain a discussion of any changes proposed by the Offeror that substantially differs from the project scope described in these Special Provisions and how the proposed change(s) would benefit the Fairfax Entities (or any one of them).

Note: Do not submit more than one technical proposal. Clearly identify projects by bundle as indicated in Figure 1. Proposal must address all facilities in Phase I.

Figure 1



#### 6.3. Statement of Qualifications:

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

- a. Organizational 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.

**SPECIAL PROVISIONS**

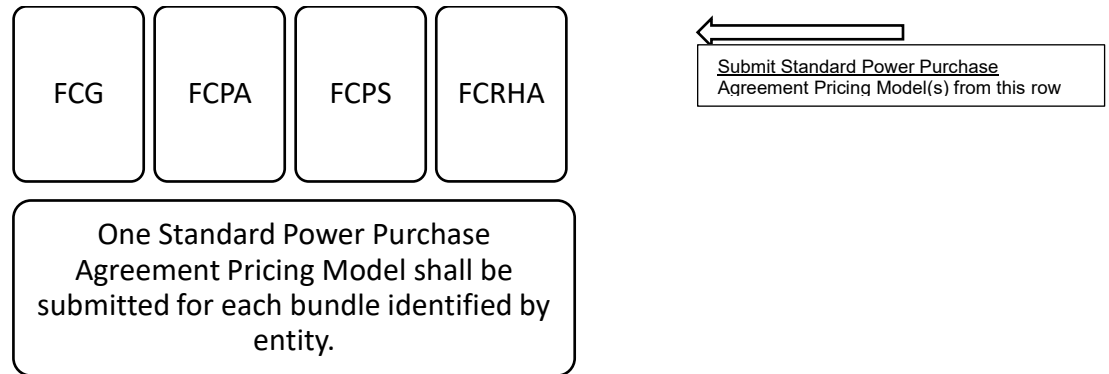
- b. Project Experience: Special notation must be made by Offeror of at least three (3) completed projects similar in scope and complexity and fully functioning for which they were the awarded (primary) firm. The referenced projects shall have been performed in Virginia, Maryland and the District of Columbia within the past 3 years. For each reference provide the names of the contracting organization (customer), addresses of the project location, contact person's name, email address and telephone number, as well as, nature of work performed and total project cost. Provide name and contact information for all design firms and subcontractors. Include first year PV generation at delivery point (kW, MWh, Capacitor factor %), PPA Term (years), and location of point of delivery (distribution system or other). Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference. At least one (1) relevant experience project completed within the last three (3) years must include a rooftop Solar PV project of 500kW or larger.
- c. Describe and illustrate company approach or policy regarding coordinating among trades and sub-contractors.
- d. 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.
- e. 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?
- f. 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 from any of the minimum three (3) projects referenced in Project Experience (item 6.4.b) above.
- g. Offeror must provide a copy of their Virginia Class A Contractor License, with a minimum of an ELE designation.
- h. Personnel: 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, if relevant. At a minimum, this section should identify the person or persons that will serve as Project(s) manager.
- i. 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 Purchasing Agent.



**SPECIAL PROVISIONS****7. COST PROPOSAL INSTRUCTIONS:**

- 7.1. Complete and include a separate Attachment B Standard Power Purchasing Pricing Model for each Project Bundle as shown in Figure 2:

Figure 2



- 7.2. The Standard Power Purchase Agreement Pricing Model will establish a pricing methodology for all Phase I Projects for the full term of the resulting PPA(s). Phase II Projects will be initiated with mutually agreed on pricing.
- 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.
  - Offerors shall submit a kilowatt hour(kWh) rate for solar electricity delivered to each Fairfax Entity with solar renewable energy credits accruing to the respective Fairfax Entity. Offerors shall clearly state any annual escalator to the PPA rate, and annual degradation rate for panel production, if applicable.
  - 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 Host Entity in the event that the output guarantee is not met.
  - The Offeror shall include a financial pro forma clearly showing annual costs or savings realized by the applicable Fairfax Entity for each facility and must use trailing twelve (12) months of actual electricity usage and costs data.
  - 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.

**8. TRADE SECRETS/PROPRIETARY INFORMATION:**

- Trade secrets or proprietary information submitted by an Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, Offeror(s) must invoke the protections of this section prior to or upon submission of the data or other materials.
- The Offeror must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the Offeror.
- Request for Protection of Trade Secrets or Proprietary Information (Attachment A) 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.

**SPECIAL PROVISIONS**

- 8.4. 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.

**9. CONTACT FOR CONTRACTUAL MATTERS:**

- 9.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Patricia Wilkerson, CPPO, Contract Analyst III  
 Department of Procurement and Material Management  
 Telephone: (703) 324-7535  
 Email: [patricia.wilkerson@fairfaxcounty.gov](mailto:patricia.wilkerson@fairfaxcounty.gov)

- 9.2. No attempt shall be made by any Offeror to contact members of the Selection Advisory Committee (SAC) about this procurement (see section 14.3).

**10. REQUIRED SUBMITTALS:**

- 10.1. Each Offeror responding to this Request for Proposal must supply all the documentation required in the RFP. Failure to provide documentation with the Offeror's response to the RFP will result in the disqualification of the Offeror's proposal.

**11. SUBMISSION OF PROPOSAL:**

- 11.1. One (1) original (duly marked) and five (5) copies of the Technical Proposal, and one (1) original (duly marked) and five (5) copies of the Cost Proposal (including Attachment B) shall be delivered to the following address in sealed envelopes or packages with the proposal number, title, and the Offerors name and address on the outside. It is requested that one copy of the proposal be provided electronically (in a searchable pdf format). The Offeror must include a notarized statement that the electronic version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Department of Procurement and Material Management  
 12000 Government Center Parkway, Suite 427  
 Fairfax, Virginia 22035-0013  
 Telephone: 703-324-3201

- 11.2. It is the Offeror's responsibility to clearly identify and to describe the services being offered in response to the Request for Proposal. Offerors are cautioned that organization of their response, as well as thoroughness is critical to the County's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 11.3. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The County encourages the use of recycled paper; therefore, it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 11.4. Each original and set of the five (5) copies of the proposal shall consist of:
- a. Cover sheet (DPMM32).
  - b. Technical proposal as required in the Special Provisions, section 6, **TECHNICAL PROPOSAL INSTRUCTIONS** (Attachment A and Attachment D should be included with the Technical Proposal).

**SPECIAL PROVISIONS**

- c. Cost proposal as required in the Special Provisions section 7, **COST PROPOSAL INSTRUCTIONS** (Attachment B should be included in the Cost proposal).

- 11.5. By executing the cover sheet (DPMM32), Offeror acknowledges that they have read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

**12. ADDENDA:**

- 12.1. Offerors are reminded that changes to the RFP, in the form of addenda, are often issued between the issue date and within three (3) days before the due date. All addenda shall be signed and submitted before the due date/time or must accompany the proposal.
- 12.2. Notice of addenda will be posted on eVA and the DPMM current solicitation webpage. It is the Offeror's responsibility to monitor the web page for the most current addenda at [www.fairfaxcounty.gov/solicitation](http://www.fairfaxcounty.gov/solicitation).

**13. PROPOSAL ACCEPTANCE PERIOD:**

- 13.1. Any proposal submitted in response to this solicitation shall be valid for 120 days. At the end of the days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

**14. BASIS FOR AWARD:**

- 14.1. This Request for Proposal is being utilized for competitive negotiation. Under the competitive negotiation process, a contract may be awarded to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation factors set forth in the Request for Proposal. The County reserves the right to make multiple awards as a result of this solicitation.
- 14.2. A Selection Advisory Committee has been established to review and evaluate all proposals submitted in response to this Request for Proposal. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided with the technical and cost proposals, and the evaluation criteria listed below. Based upon this review, the highest rated Offeror(s) will then be invited to make oral presentations.
- 14.3. No Offeror, including any of their representatives, subcontractors, affiliates and interested parties, shall contact any member of the Selection Advisory Committee or any person involved in the evaluation of the proposals. Selection Advisory Committee members will refer any and all calls related to this procurement to the procurement official named in section 9.1 above. Failure to comply with this directive may, at the sole discretion of the County, result in the disqualification of an Offeror from the procurement process.
- 14.4. Based on the results of the oral presentations to the Selection Advisory Committee. This committee will then conduct a final evaluation of the proposals. 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 outlined in the Request for Proposal, including price if so, stated in the Request for Proposal. Negotiations shall then be conducted with each of the Offerors so selected. 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 shall award the contract to that Offeror.

**SPECIAL PROVISIONS**

14.5. 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. The Committee will make appropriate recommendations to the County Executive and Board of Supervisors, if appropriate, prior to actual award of contract.

14.6. Evaluation Criteria:

The proposals will be evaluated in two stages. In the first stage, the County expects to conduct interviews with the top 2 - 3 Offerors as determined by the Selection Committee.

The following factors will be considered in the award of this contract (Figure3):

Figure 3. Proposal Evaluation Criteria

Area	Details	Points
<b>Qualification Section 6</b>	<ul style="list-style-type: none"> <li>• Experience installing similar photovoltaic systems (scope &amp; complexity)</li> <li>• Experience with Power Purchase Agreements</li> <li>• Ability to secure letter(s) of commitment from financial entity.</li> <li>• Previous projects with local government</li> <li>• Experience of project key staff who will be assigned to proposed projects</li> </ul>	20
<b>References Section 6.</b>	<ul style="list-style-type: none"> <li>• Satisfaction with work performed</li> <li>• Willingness to hire firm again</li> </ul>	15
<b>Methodology / Technical Approach for Program / Proposed Schedule Section 6</b>	<ul style="list-style-type: none"> <li>• Use of advanced photovoltaic designs</li> <li>• Justification for length of PPA term (20,25,30)</li> <li>• Agreement to work with current roofing contractor to preserve warranty</li> </ul>	25
<b>Financial Benefit to the County and Reasonableness of Cost Proposal Section 7</b>	<ul style="list-style-type: none"> <li>• Price per Kilo-watt hour (kWh) of total proposed project</li> <li>• Performance Guarantee</li> <li>• Financial health of Offeror's business</li> </ul>	40
<b>Total</b>		100

**SPECIAL PROVISIONS****14.7. Oral Presentations and Interviews:**

If selected for an interview, the Offeror's project team will deliver a concise one and one-half hour PowerPoint presentation to the SAC, with an additional 30 minutes allocated for questions. The criteria for oral presentations are specified in Figure 4.

Figure 4. Oral Presentation and Interview Criteria and Scoring

Area	Details	Points
<b>Presentation</b>	<ul style="list-style-type: none"> <li>Ability to deliver a concise, accurate and professional presentation</li> </ul>	10
<b>Responses to Questions</b>	<ul style="list-style-type: none"> <li>Ability to provide accurate and concise responses to questions</li> </ul>	10
<b>Presentation Distribution by Staff Type</b>	<ul style="list-style-type: none"> <li>Coordination of presentation across disciplines (financing, design, construction, project management, etc.)</li> </ul>	20
<b>Total</b>		40

14.8. Fairfax County reserves the right to make on-site visitations to assess the capabilities of individual Offerors and to contact references provided with the proposal.

14.9. The County Purchasing Agent may arrange for discussions with Offeror(s) submitting proposals, if required, for the purpose of obtaining additional information or clarification.

14.10. Offerors are advised that, in the event of receipt of an adequate number of proposals, which, in the opinion of the County Purchasing Agent, require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Consequently, Offerors should provide complete, thorough proposals with the Offerors most favorable terms. Should proposals require additional clarification and/or supplementary information, Offerors should submit such additional material in a timely manner.

14.11. Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of this Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

14.12. The County may cancel this Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

**15. INSURANCE:**

15.1. The Solar Power Provider shall not commence work on the site until he/she has obtained all insurance required under this article nor shall the Solar Power Provider allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been obtained. The Solar Power Provider shall agree to furnish certificates of such coverage if requested by the County Purchasing Agent.

15.2. The Solar Power Provider 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 Solar Power Provider assumes all risks 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 damages or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

**SPECIAL PROVISIONS**

15.3. The Solar Power Provider shall, during the continuance of all work under the contract provide the following:

- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of not less than \$1,000,000 to protect the Solar Power Provider 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.
- b. The Solar Power Provider agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 in aggregate, to protect the Solar Power Provider, its subcontractors, and the interest of the County, its officers and employees 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 General Liability endorsement, in addition to coverages for explosion, collapse, and underground hazards, where required.
- c. The Solar Power Provider agrees to maintain owned, non-owned, and hired Commercial Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Solar Power Provider. In addition, all mobile equipment used by the Solar Power Provider in connection with the contracted work will be insured under either a standard Commercial Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- d. Builder's Risk Policy: The Solar Power Provider 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:
  1. Policies shall be written to include the names of Solar Power Providers and County and the words "as their interest may appear";
  2. All insurance shall be in effect on or before the date when work is to commence; and
  3. All insurance shall be maintained in full force and effect until the final acceptance of the project by the County.
- e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- f. The Solar Power Provider agrees to maintain Environmental Impairment Liability including sudden and accidental pollution and in transit coverage as well as coverage for storage at site.
- g. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Solar Power Provider has been issued on a "claims made" basis, the Solar Power Provider 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 Solar Power Provider must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall

**SPECIAL PROVISIONS**

evidence a "retroactive date" no later than the beginning of the Solar Power Provider's or sub contractor's work under this contract, or a copy of the endorsement itself.

2. 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.
- h. The Solar Power Provider 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.
- i. Rating Requirements:
  1. Solar Power Provider agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A: VII.
  2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Solar Power Provider's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VII or better.
- j. Hold harmless and Indemnification: Article 57 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
- k. The Solar Power Provider will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent before any work is started.
- l. 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.
- m. The Solar Power Provider will provide on demand certified copies of all insurance coverage related to the Contract within ten 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. The County, its officers and employees shall be named as an "additional insured" on all Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess." A Fairfax County contract number must be provided on the certificate.
- n. Compliance by the Solar Power Provider and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Solar Power Provider and all subcontractors of the liability provisions of the Contract.
- o. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Solar Power Provider shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 15.4. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Solar Power Provider shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.
- 15.5. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

**SPECIAL PROVISIONS**

- 15.6. The Solar Power Provider and all subcontractors and sub subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- 15.7. Any loss insured under subsection "15.3. d" is to be adjusted with the County and made payable to the County as trustee for the requirements of any applicable mortgagee clause. The Solar Power Provider shall pay each subcontractor a just share of any insurance monies received by the Solar Power Provider, and by appropriate agreement, written where legally required for validity, shall require each subcontractor to make payments to his/her sub subcontractors in similar manner.
- 15.8. 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.
- 15.9. 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.
- 15.10. No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty (30) day written notice to the County. The Solar Power Provider shall furnish a new certificate prior to any change or cancellation date. The failure of the Solar Power Provider to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 15.11. Precaution shall be exercised at all times for the protection of persons (including employees) and property.

**16. METHOD OF ORDERING:**

- 16.1. A Purchase Order (PO) or a Letter Order may be issued to the Solar Power Provider on behalf of the County or other Fairfax Entity ordering the services covered under this contract. The Purchase Order or Letter Order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia.
- 16.2. Regardless of the method of ordering used, solely the contract including a resulting PPA, will determine performance time and dates.
- 16.3. Performance under this contract is not to begin until notification to proceed by the County Purchasing Agent Purchase requisitions shall not be used for placing orders.

**17. REPORTS AND INVOICING:**

- 17.1. Invoicing information shall be submitted as set forth in the resulting PPA, it is expected that invoicing will occur on a monthly basis.
- 17.2. The Solar Power Provider must provide reporting by site to the entity that owns the facilities (FCG, FPA, FCPS, and FCRHD). 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.



**SPECIAL PROVISIONS**

- 17.3. Provide monthly reports per site and in aggregate on or before the 15th of each month for life of installation. Two electronic copies (email or CD) of each report shall be provided, as directed by each Fairfax Entity.
- 17.4. The Solar Power Provider must maintain all records in compliance with federal and state regulations.

**18. CHANGES:**

- 18.1. Fairfax County may, at any time, by written order, require changes in the services to be performed by the Solar Power Provider. If such changes cause an increase or decrease in the Solar Power Providers cost of, or time required for, performance of any services under this contract, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. The County Purchasing Agent must approve all work that is beyond the scope of this Request for Proposal.
- 18.2. No services for which an additional cost or fee will be charged by the Solar Power Provider shall be furnished without the prior written authorization of the Fairfax County Purchasing Agent.
- 18.3. The contract administrator, subject to section 18.4 below, is the Department representative designated by the Director, Department Procurement and Material Management, in writing and is authorized to:
  - a. serve as liaison between the Fairfax Entities and the Solar Power Provider;
  - b. give direction to the Solar Power Provider to ensure satisfactory and complete performance;
  - c. monitor and inspect the Solar Power Provider's performance to ensure acceptable timeliness and quality;
  - d. serve as records custodian for this contract, including wage and prevailing wage requirements;
  - e. accept or reject the Solar Power Provider's performance;
  - f. furnish timely written notice of the Solar Power Provider's performance failures to the Director, Department of Procurement and Material Management, and to the County Attorney, as appropriate;
  - g. prepare required reports;
  - h. approve or reject invoices for payment;
  - i. recommend contract modifications or terminations to the Director, Department of Procurement and Material Management;
  - j. issue notices to proceed.
- 18.4. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive a Fairfax Entity's contractual rights.

**19. DELAYS AND SUSPENSIONS:**

- 19.1. The County may direct the Solar Power Provider, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. The County will extend the Solar Power Provider's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Solar Power Provider.
- 19.2. If the County does not direct the Solar Power Provider, in writing, to suspend, delay, or interrupt the contract, the Solar Power Provider must give the County Purchasing Agent written notice if a Fairfax Entity fails to provide data or services that are required for contract completion by the Solar Power Provider to commission a Project. The applicable Fairfax

### **SPECIAL PROVISIONS**

Entity may extend the Solar Power Provider's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Solar Power Provider.

- 19.3. The Solar Power Provider shall continue its work on other Projects commissioned under the contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or Project milestones shall be reflected in writing as a contract amendment.

## **20. IDENTIFICATION, SECURITY, AND BACKGROUND CHECK:**

- 20.1. Due to enhanced security measures, Solar Power Provider employees, representatives and sub- contractors are required to display Fairfax Entity issued identification badges above the waist at all times while on the job site Solar Power Provider employees, representatives and subcontractors who arrive at the job site without appropriate identification badges will immediately be dismissed from the job site. All supplies, materials and equipment are subject to security inspection.
- 20.2. All Solar Power Provider and subcontractor employees must pass to the satisfaction of the Fairfax Security Chief a Fairfax County Criminal History Check at a cost of approximately \$34 per person payable to Castlebranch Inc.
- 20.3. The Solar Power Provider shall assume all costs directly and indirectly associated with obtaining the Fairfax County Criminal History Checks and Fairfax County Solar Power Provider identification badges.
- 20.4. Access to facilities for installation or maintenance of solar equipment requires all Solar Power Provider employees and subcontractors be accompanied by personnel as assigned by the Fairfax Entity. Access will be made available within 72 hours of requests made to the project manager. Additionally, for FCPS, employees will be required to check in and out of the building's office each day.
- 20.5. Security access procedures are subject to change in accordance with changes to the applicable Fairfax Entity's security operating procedures. Solar Power Provider shall be considered notified when changes have been transmitted to Solar Power Provider's designated contact person at the twenty-four (24) hour emergency contact phone number.

### **PUBLIC SAFETY AND JUDICIAL FACILITIES (additional requirements)**

- 20.6. For work at public safety and judicial facilities all Solar Power Provider and subcontractor employees must pass to the satisfaction of the Fairfax County Police and or Sherrieff an additional criminal history check which will be processed by the Police and or Sheriff's Department.

### **PUBLIC SCHOOLS (additional requirements)**

- 20.7. The Solar Power Provider must certify that (i) neither the Solar Power Provider nor any employee of the Solar Power Provider who will have direct contact with students has been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) unless prior Notice has been given to FCPS, no employee or agent of the Solar Power Provider who has been convicted of a crime of moral turpitude will have direct contact with students. The foregoing certification shall be binding upon the Solar Power Provider throughout the Contract Period and the period of any resulting PPA and the Solar Power Provider hereby covenants and agrees to provide the County and FCPS with immediate Notice of any event or circumstance that renders such certification untrue. The Solar Power Provider hereby covenants and agrees that it will require this

## **SPECIAL PROVISIONS**

certification to be included in every Subcontract of every tier in order that the provisions contained herein will be binding upon each Subcontractor and Sub-subcontractor. The Solar Power Provider will ensure that no worker shall perform Work in occupied areas during school hours unless prior written approval has been granted by FCPS and proper safety precautions have been exercised to isolate the area of the Work.

- 20.8. For security purposes, all personnel working at this a FCPS building shall check in and check out at the building's office each day and wear any identification badges required by the building. **Solar Power Provider employees/representatives are required to have photo identification and be able to present upon request.** Solar Power Provider shall further supply all personnel with a form of identification as to company, name of employee and photographic likeness.
- 20.9. Alcoholic beverages, illegal drugs, and weapons are prohibited on FCPS properties and shall constitute grounds for immediate removal from the site of the Project. The Solar Power Provider shall ensure that neither its employees nor those of any subcontractor shall fraternize in any manner with any student of Fairfax County Public Schools at the site of the Project. FCPS shall have the right to remove from the Project site any person whose presence FCPS deems detrimental to the best interests of the Fairfax County Public Schools. Any individual who is removed from the site pursuant to this section may not return to such site or to that of any other Project site without the prior written permission of FCPS.

### **21. ACCESS TO AND INSPECTION OF WORK:**

- 21.1. The Fairfax County Purchasing Agent and using agencies will, at all times, have access to the work being performed under this contract wherever it may be in progress or preparation.

### **22. DATA SOURCES:**

- 22.1. Upon request the County will provide the Solar Power Provider all available data possessed by the County that relates to the resulting contract. However, the Solar Power Provider is responsible for all costs for acquiring other data or processing, analyzing or evaluating County-provided data.

### **23. SAFEGUARDS OF INFORMATION:**

- 23.1. Unless approved in writing by the County Purchasing Agent, the Solar Power Provider may not sell or give to any individual or organization any information, reports, or other materials given to, or prepared or assembled by the Solar Power Provider under the final contract.

### **24. ORDER OF PRECEDENCE:**

- 24.1. In the event of conflict, the Acceptance Agreement (provided at contract award) and the Special Provisions of this contract shall take precedence over the General Conditions and Instructions to Bidders, (Appendix A).

### **25. SUBCONTRACTING:**

- 25.1. The Solar Power Provider shall remain fully liable and responsible for the work done by its subcontractor(s) and shall ensure compliance with all the requirements of the contract documents.
- 25.2. If one or more subcontractors are required, the Solar Power Provider is encouraged to utilize small, minority-owned, and women-owned business enterprises. For assistance in finding subcontractors, contact the Virginia Department of Small Business and Supplier Diversity <https://www.sbsd.virginia.gov>; local chambers of commerce and other business organizations.

**SPECIAL PROVISIONS****26. USE OF CONTRACT BY OTHER PUBLIC BODIES:**

- 26.1. Reference Section 75, General Conditions and Instructions to Bidders, Cooperative Purchasing. Offerors are advised that the *resultant* contract(s) may be extended, with the authorization of the Offeror, to other public bodies, or public agencies or institutions of the United States to permit their use of the contract at the same prices and/or discounts and terms of the resulting contract. If any other public body decides to use the final contract, the Solar Power Provider(s) must deal directly with that public body concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The County of Fairfax acts only as the "Contracting Agent" for these public bodies. Failure to extend a contract to any public body will have no effect on consideration of your offer. (See Attachment A for sample listing).
- 26.2. It is the Solar Power Providers responsibility to notify the public body(s) of the availability of the contract(s).
- 26.3. Other public bodies desiring to use this contract will need to make their own legal determinations as to whether the use of this contract is consistent with their laws, regulations, and other policies.
- 26.4. Each public body has the option of executing a separate contract with the Solar Power Provider(s). Public bodies may add terms and conditions required by statute, ordinances, and regulations, to the extent that they do not conflict with the contracts terms and conditions. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Solar Power Provider, the Solar Power Provider may withdraw its extension of the award to that public body.
- 26.5. Fairfax County **shall not** be held liable for any costs or damages incurred by another public body as a result of any award extended to that public body by the Solar Power Provider.

**27. NEWS RELEASE BY VENDORS:**

- 27.1. As a matter of policy, the County does not endorse the products or services of a Solar Power Provider. News releases concerning any resultant contract from this solicitation will not be made by a Solar Power Provider without the prior written approval of the County. All proposed news releases will be routed to the Purchasing Agent for review and approval.

**28. AMERICANS WITH DISABILITIES ACT REQUIREMENTS:**

- 28.1. The County is fully committed to the Americans with Disabilities Act (ADA) which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. The County contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Your acceptance of this contract acknowledges your commitment and compliance with ADA.
- 28.2. Fairfax County is committed to a policy of nondiscrimination in all County programs, services, and activities and will provide reasonable accommodations upon request. Bidders requesting special accommodations should call the Department ADA representative at (703) 324-3201 or TTY 1-800-828-1140. Please allow seven (7) working days in advance of the event to make the necessary arrangements.

**SPECIAL PROVISIONS****29. STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:**

- 29.1. Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so authorized. Any bidder or Offeror that fails to provide the required information may not receive an award.

**General Conditions and Instructions to Bidders**

**COUNTY OF FAIRFAX**  
**COMMONWEALTH OF VIRGINIA**

**GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS**

BIDS ON SOLICITATIONS ISSUED BY THE COUNTY WILL BIND BIDDERS TO THE APPLICABLE CONDITIONS AND REQUIREMENTS IN THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (GCIB) UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION AND SUBJECT TO APPLICABLE STATE, LOCAL, AND FEDERAL LAWS.

BIDDERS OR THEIR AUTHORIZED REPRESENTATIVES SHOULD INFORM THEMSELVES FULLY AS TO THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS OF EACH COUNTY PROCUREMENT BEFORE SUBMITTING BIDS. FAILURE TO DO SO WILL BE AT THE BIDDER'S OWN RISK AND RELIEF CANNOT BE SECURED ON THE PLEA OF ERROR.

1. **AUTHORITY:** The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.

2. **DEFINITIONS:** Unless otherwise defined in the GCIB, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

AGENCY: Any Department, Agency, Authority, Commission, Board or other unit in the Administrative Service of the County.

BID: The offer of a bidder to provide specific goods or services at specified prices and/or other conditions specified in the solicitation.

BIDDER/OFFEROR: Any individual, company, firm, corporation, partnership or other organization bidding on solicitations issued by the Purchasing Agent and offering to enter into contracts with the County. The term "bidder" will be used throughout this document and shall be construed to mean "Offeror" where appropriate.

CONTRACTOR: Any individual, company, firm, corporation, partnership or other organization to whom an award is made by the County.

INVITATION FOR BID (IFB): A request which is made to prospective suppliers (bidders) for their quotation on goods or services desired by the County. The issuance of an IFB will contain or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement.

PURCHASING AGENT: The Purchasing Agent employed by the Board of Supervisors of Fairfax County, Virginia.

REQUEST FOR PROPOSAL (RFP): A request for an offer from prospective Offerors which will indicate the general terms which are sought to be procured from the Offeror. The RFP will specify the evaluation factors to be used and will contain or incorporate by reference other contractual terms and conditions applicable to the procurement.

SOLICITATION: The process of notifying prospective bidders that the County wishes to receive bids on a set of requirements to provide goods or services. The notification of County requirements may consist of public advertising (newspaper, County Web Site, or other electronic notification), the mailing of Notices of Solicitation, Invitation for Bid (IFB) or Request for Proposal (RFP), the public posting of notices, issuance of an informal solicitation to include telephone calls to prospective bidders.

**CONDITIONS OF BIDDING**

3. **BID FORMS:** Unless otherwise specified in the solicitation, all bids must be (i) submitted on the forms provided by the County, including the bid Cover Sheet and Pricing Schedule(s); (ii) properly signed in ink in the identified spaces; and (iii) submitted in a sealed envelope or package.

If the bid prices or any other submissions differ on the copy of the submitted bid, the ORIGINAL copy shall prevail.

4. **LATE BIDS & MODIFICATIONS OF BIDS:**
  - a. Bids or proposals received after the date and time specified for receipt in the solicitation will not be considered.
  - b. If an emergency, unanticipated event, or closing of County offices interrupts or suspends normal County business operations so that bids cannot be received at the County office designated for receipt of bids by the exact time specified in

### **General Conditions and Instructions to Bidders**

the solicitation, then bids will be due at the same time of day specified in the solicitation on the first work day that normal County business operations resume.

- c. The official time used for receipt of bids/modifications is the time and date stamp clock located in the Department of Procurement & Material Management. No other clocks, calendars or timepieces are recognized. All bidders must ensure all bids/modifications are received prior to the scheduled due date/time.
5. **WITHDRAWAL OF BIDS:** Bids shall be withdrawn only as set forth in the Fairfax County Purchasing Resolution.
6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Erasures in bids must be initiated by the bidder. Bidders are cautioned to recheck their bids for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if its bid is accepted.
7. **LABELING OF BIDS:** All bids and proposals submitted in response to a County solicitation must be submitted in a sealed envelope or package identified with the solicitation number, title, and bidder's name and address clearly marked on the outside of the envelope or package.
8. **ACCEPTANCE OF BIDS/BINDING 90 DAYS:** Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following bid opening date, unless extended by mutual consent of all parties.
9. **CONDITIONAL BIDS:** Conditional bids may be rejected in whole or in part.
10. **BIDS FOR ALL OR PART:** The Purchasing Agent reserves the right to make award on all items in the aggregate or on any of the items on an individual basis, whichever is in the best interest of the County. A bidder may restrict its bid to consideration in the group aggregate by so stating, but must name a single unit price on each item bid. Any bid in which the bidder names a total price for all the articles without quoting a unit price for each and every separate item may not be considered for award.
11. **AREA BIDS:** For the purchase and delivery of certain goods and services the County may be divided into Areas (e.g., Areas I, II, III, and IV). When such goods and services are included in the Pricing Schedule, bidders may bid on all areas or an individual area. A map showing the areas of the County will be furnished with the solicitation when required.
12. **RECEIPT OF BIDS:** Bids received prior to the time of opening will be securely kept, unopened by the County. No responsibility will attach to the Purchasing Agent or her representative for the premature opening of a bid not properly addressed and identified. Unless specifically authorized in the solicitation, telegraphic, electronic, or facsimile bids/modifications will not be considered by the County.
13. **BID OPENING:** All bids received in response to an Invitation for Bid (IFB) will be opened at the date, time and place specified, read publicly, and made available for inspection as provided in paragraph 62, General Conditions and Instructions to Bidders. The Purchasing Agent's representative assigned to open the bids will decide when the specified time for bid opening has arrived. Tabulations of bids received are posted on the County's website at: <http://www.fairfaxcounty.gov/procurement/bid-tab>  
  
Proposals received in response to a Request for Proposal (RFP) will be made available as provided in Paragraph 62, General Conditions and Instructions to Bidders.
14. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation that clearly necessary for the operation and completion of such equipment, but are: (i) not fully described by the County; or (ii) are omitted by the County from such specification, shall be considered a part of such equipment even if not directly specified or called for in the specifications.  
  
If a bidder finds discrepancies or ambiguities in, or omissions from, the solicitation, including the drawings and/or specifications, it shall notify the Purchasing Agent at least five (5) days prior to the date set for the opening of bids. If necessary, the Purchasing Agent will send a written addendum for clarification to all bidders no later than three (3) days before the date set for opening of bids. Notifications regarding specifications will not be considered if received within five days of the date set for opening of bids.
15. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by a bidder, directly or indirectly, all such bids may be rejected. A bidder who has quoted prices on work, materials, or supplies to a bidder is not disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
16. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.
17. **PROHIBITION AGAINST UNIFORM PRICING:** The Purchasing Agent encourages open and competitive bidding by all possible means and endeavors to obtain the maximum degree of open competition on all purchase transactions using the methods of procurement authorized by the Fairfax County Purchasing Resolution. Each bidder, by virtue of submitting a bid, guarantees that it has not been a party with other bidders to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the bids of participating bidders. Any disclosure to or acquisition by a competitive bidder, in advance of the opening of the bids, of the terms or conditions of the bid submitted by another competitor may render the entire proceedings void and may require re-advertising for bids.

### **SPECIFICATIONS**

18. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the contract specialist whose name appears on the face of the solicitation no later than

### **General Conditions and Instructions to Bidders**

five working dates before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract specialist.

19. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible for clearly and specifically identifying the product being offered and providing sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make, or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
20. **SPECIFICATIONS:** When a solicitation contains a specification that states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.

The bidder must abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

### **AWARD**

21. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the County to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the County taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the County. Award may be made to as many bidders as deemed necessary to fulfill the anticipated requirements of Fairfax County. The Purchasing Agent also reserves the right to reject the bid of a bidder deemed to be a non-responsible bidder.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
  - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
  - g. The quality, availability and adaptability of the goods or services to the particular use required;
  - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
  - i. Whether the bidder is in arrears to the County on debt or contract or is a defaulter on surety to the County or whether the bidder's County taxes or assessments are delinquent; and
  - j. Such other information as may be secured by the Purchasing Agent having a bearing on the decision to award the contract. If an apparent low bidder is not awarded a contract for reasons of non-responsibility, the Purchasing Agent shall so notify that bidder and shall have recorded the reasons in the contract file.
22. **NOTICE OF ACCEPTANCE/CONTRACT DOCUMENTS:** A written award (or Acceptance Agreement) mailed or otherwise furnished to the successful bidder within the time for acceptance specified in the solicitation shall result in a binding contract. The following documents, which are included in the solicitation, are incorporated by reference in and made part of the resulting contract:
- a. County of Fairfax Solicitation Form (Cover Sheet) and other documents which may be incorporated by reference, if applicable
  - b. Acceptance Agreement
  - c. General Conditions and Instructions to Bidders
  - d. Special Provisions and Specifications
  - e. Pricing Schedule
  - f. Any Addenda/Amendments/Memoranda of Negotiations

23. **TIE-BIDS:** If all bids are for the same total amount or unit price (including authorized discounts and delivery times), and if the public interest will not permit the delay of re-advertisement for bids, the Purchasing Agent is authorized to award the contract to the tie bidder that has its principal place of business in the County, or if there be none, to the resident Virginia tie bidder, or if there be none, to one of the tie bidders by drawing lots in public; or the Purchasing Agent may purchase the goods or services in the open market except that the price paid shall not exceed the lowest contract bid price submitted for the same goods or services. The decision of the County to make award to one or more such bidders shall be final.
24. **PROMPT PAYMENT DISCOUNT:**



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- a. Unless otherwise specified in the solicitation, prompt payment discounts requiring payment in less than fifteen (15) days will not be considered in evaluating a bid for award. However, even though not considered in the evaluation, such discounts will be taken if payment is to be made within the discount period.
- b. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice or acceptance of materials or services, whichever is later.
- c. For determining acceptance of supplies in accordance with the provisions of the prompt payment discount paragraph, inspection and acceptance shall be accomplished only after examination (including testing) of supplies and services to determine whether the supplies and services conform to the contract requirements.

For the purpose of earning the discount, payment is deemed to be made as of the date of mailing of the County check or issuance of an Electronic Funds Transfer, or completion of a credit card transaction.

25. **INSPECTION-ACCEPTANCE:** Acceptance shall occur only after receipt and inspection provided such inspection, as appropriate, is accomplished within a reasonable time. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
26. **DEFINITE BID QUANTITIES:** Where definite quantities are specifically stated, acceptance will bind the County to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the County will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless the Contractor furnished the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
27. **REQUIREMENT BID QUANTITIES:** On "Requirement" bids, acceptance will bind the County to pay for, at unit bid prices, only quantities ordered and delivered. Where the County specifies estimated quantities, the Contractor shall not be required to deliver more than ten (10) percent in excess of the estimated quantity of each item, unless otherwise agreed upon.

**CONTRACT PROVISIONS**

28. **TERMINATION OF CONTRACTS:** Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
  - a. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
  - b. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
29. **TERMINATION FOR CONVENIENCE:** A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
30. **TERMINATION OF CONTRACT FOR CAUSE:**
  - a. If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the County shall have the right to terminate the contract. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. In such event all finished or unfinished documents, data, studies, surveys, drawings, maps, models, and reports prepared by the Contractor under the contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.
  - b. Termination of the Contract for Cause does not relieve the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor for the purpose of set off until such time as the exact amount of damages due to the County from the Contractor is determined.
31. **CONTRACT ALTERATIONS:** No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Purchasing Agent or her authorized agent.
32. **SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his or her contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.
33. **FUNDING:** The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate

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effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

34. **DELIVERY/SERVICE FAILURES:** If a Contractor (i) fails to deliver goods or services within the time specified or within a reasonable time as interpreted by the Purchasing Agent; or (ii) fails to make replacements or corrections of rejected articles or services when so requested, immediately or as directed by the Purchasing Agent, then the Purchasing Agent shall have the authority to purchase in the open market goods or services of comparable grade or quality to replace goods or services not delivered or rejected. On all such purchases, the Contractor shall reimburse the County, within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices. Such purchases shall be deducted from the contract quantities if applicable. Should public necessity demand it, the County reserves the right to use or consume articles delivered or services performed which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.
35. **NON-LIABILITY:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, are beyond the reasonable control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at her discretion terminate the contract.
36. **NON-DISCRIMINATION:** During the performance of this contract, the Contractor agrees as follows:
- 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 non-discrimination 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.
  - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c above in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
  - e. Contractor shall, throughout the term of this contract, comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended. Contractor shall further require that all of its subcontractors will comply with the Human Rights Ordinance, Chapter 11 of the Code of the County of Fairfax, Virginia, as reenacted or amended.
37. **SMALL, WOMEN-OWNED, AND MINORITY-OWNED BUSINESS USE:**
- a. It is the declared policy of the County of Fairfax, through its Small and Minority Business Enterprise Program, that Fairfax County and its employees undertake every effort to increase opportunity for use of small or minority businesses in all aspects of procurement to the maximum extent feasible.
  - b. Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to small, women and minority businesses.
  - c. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.
38. **GUARANTEES & WARRANTIES:** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Purchasing Agent before contract execution. Unless otherwise stated, manufacturer's standard warranty applies.
39. **PRICE REDUCTION:** If the Contractor makes a general price reduction for any material covered by the solicitation to customers generally, an equivalent price reduction shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers (i.e., wholesalers, jobbers, or retailers), which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price is not a "general price reduction" under this provision. The Contractor shall submit its invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor will also within ten days of any general price reduction notify the Purchasing Agent of such reduction by letter. **FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT.**
40. **CHANGES:** If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

**General Conditions and Instructions to Bidders**

41. **PLACING OF ORDERS:** Orders against contracts will be placed with the Contractor by Purchase Order or Procurement Card (P-Card) executed and released by the Purchasing Agent or their designee. When a Blanket Purchase Order has been released by the Purchasing Agent, telephonic orders may be placed directly with the Contractor by authorized personnel in the ordering Agency.

**DELIVERY PROVISIONS**

42. **SHIPPING INSTRUCTIONS - CONSIGNMENT:** Unless otherwise specified in the solicitation each case, container, package, etc., delivered under the contract must be plainly marked, stating the Contractor's name, purchase order number, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 AM - 3:00 PM. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the receiver at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays, unless previous arrangements have been made. It shall be the responsibility of the Contractor to insure compliance with these instructions for items that are drop-shipped.
43. **RESPONSIBILITY FOR MATERIALS OR GOODS TENDERED:** Unless otherwise specified in the solicitation, the Contractor is responsible for the materials or supplies covered by the contract until they are delivered at the delivery point designated by the County. The Contractor bears all risk of loss on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the County may return the rejected materials or supplies to the Contractor at its risk and expense or dispose of them as the County's own property.
44. **INSPECTIONS:** Inspection and acceptance of materials or supplies will be made after delivery at the designated destinations unless otherwise stated. If inspection is made after delivery at the designated destination, the County will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection is conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the County for such materials or supplies as are not in accordance with the specifications.
45. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the contract or as directed by the Purchasing Agent when not in conflict with the contract. The decision of the Purchasing Agent as to reasonable compliance with delivery terms shall be final. If the Contractor claims the delay in receipt of goods was caused by the County, the Contractor must provide evidence satisfactory to the Purchasing Agent supporting the Contractor's claim. Any request for extension of delivery time from that specified in the contract must be approved by the Purchasing Agent, such extension applying only to the particular item or shipment affected. If the Contractor is delayed by the County, there shall be added to the time of completion a time equal to the period of such delay caused by the County. However, the Contractor shall not be entitled to claim damages or extra compensation for such delay or suspension. These conditions may vary for construction contracts. See contract for the individual instructions.
46. **POINT OF DESTINATION:** All materials shipped to the County must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order. The materials must be delivered to the "Ship to" address indicated on the purchase order.
47. **ADDITIONAL CHARGES:** Unless bought F.O.B. "shipping point" and Contractor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, difference between freight or mail and express charges may be added to invoice.
48. **METHOD AND CONTAINERS:** Unless otherwise specified, goods shall be delivered in commercial packages in standard commercial containers that are constructed to ensure acceptance by common or other carrier for safe transportation to the point of delivery. Containers become the property of the County unless otherwise specified by bidder.
49. **REPLACEMENT:** Materials or components that have been rejected by the Purchasing Agent, in accordance with the terms of a contract, shall be replaced by the Contractor at no cost to the County.
50. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments must be accompanied by Packing Slips or Delivery Tickets and must contain the following information for each item delivered:
- a. The Purchase Order Number,
  - b. The Name of the Article and Stock Number (Supplier's),
  - c. The Quantity Ordered,
  - d. The Quantity Shipped,
  - e. The Quantity Back Ordered,
  - f. The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions is sufficient reason for the County's refusal to accept the goods.

**BILLING**

51. **BILLING:** Billing for the Fairfax County Public Schools and for County agencies: Unless otherwise specified on the contract or

### **General Conditions and Instructions to Bidders**

purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

#### **PAYMENTS**

52. **PAYMENT:** Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
53. **PARTIAL PAYMENTS:** Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date. However, up to 5 percent (5%) of the value of the entire order may be retained until completion of contract.
54. **PAYMENT FOR EQUIPMENT, INSTALLATION, AND TESTING:** When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed, payment may be made based on 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made based on 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

#### **GENERAL**

55. **GENERAL GUARANTY:** Contractor agrees to:
- Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, Solar Provider or owner.
  - Warrant that when the contract includes a software license, or use of licensed software, the Contractor is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted through the Contract without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
  - Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
  - Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
  - Pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
  - Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.
56. **SERVICE CONTRACT GUARANTY:** Contractor agrees to:
- Furnish services described in the solicitation and resultant contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
  - Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein the highest degree of skill and competence.
  - All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable government rules, regulations, methods, and procedures.
  - Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
  - Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.
57. **INDEMNIFICATION:**
- General Indemnification: Contractor must indemnify, keep and save harmless, and defend the County, its agents, officials, employees and volunteers against Claims that may accrue or arise against the County as a result of the granting a contract, if the Claim was caused by the negligence or error, or omission of the Contractor, its employees, its subcontractor, or its subcontractor's employees. As used in this Section, a Claim includes: injuries, death, damage to property, breach of data security, suits, liabilities, judgments, or costs and expenses. Upon request by the County, the Contractor must at its own expense: appear, defend, and pay all attorney's fees and all costs and other expenses related to the Claim. If, related to a Claim, any judgment is rendered against the County or a settlement reached that requires the County to pay money, the Contractor must at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by the Contractor, does not limit the Contractor's responsibility to indemnify, keep and save harmless, and defend the County as provided in this Contract.
  - Intellectual Property Indemnification: In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright

### **General Conditions and Instructions to Bidders**

by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim. In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 57, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 57, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- c. **Right to Participate in Defense.** The County may, at its sole expense, participate in the defense or resolution of a Claim. Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution.
- d. **No Indemnification by the County.** The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.

58. **OFFICIALS NOT TO BENEFIT:**

- a. Each bidder or Offeror shall certify, upon signing a bid or proposal, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- b. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "a" has been or will be received in connection with a bid, proposal or contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- c. In the event the bidder or Offeror has knowledge of benefits as outlined above, this information should be submitted with the bid or proposal. If the above does not apply at time of award of contract and becomes known after inception of a contract, the bidder or Offeror shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013. Relevant Invitation/Request for Proposal Number (see cover sheet) should be referenced in the disclosure.

59. **LICENSE REQUIREMENT:** All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>. The BPOL Tax number must be indicated in the space provided on the Cover Sheet, "Fairfax License Tax No." when appropriate.

60. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** 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 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 above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution 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, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

61. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

62. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records

### **General Conditions and Instructions to Bidders**

within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

- c. Trade secrets or proprietary information submitted by a bidder, Offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, Offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
- e. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).

### **BIDDER/CONTRACTOR REMEDIES**

#### **63. INELIGIBILITY:**

- a. Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the Purchasing Agent.
  - 1. The Notice of Suspension shall state the reasons for the actions taken and such decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
  - 2. The Notice of Debarment shall state the reasons for the actions taken and the decision shall be final unless the person or firm appeals within ten (10) days of receipt of the Notice by instituting legal action as provided in the Code of Virginia.
- b. The Purchasing Agent shall have the authority to suspend or debar a person or firm from bidding on any contract for the causes stated below:
  - 1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a County Contractor;
  - 3. Conviction under the state or federal antitrust statutes arising out of the submission of bids or proposals;
  - 4. Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension or debarment action:
    - a. failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the Contractor shall not be considered to be a basis for suspension or debarment;
  - 5. Any other cause the Purchasing Agent determines to be so serious and compelling as to affect responsibility as a Contractor, such as debarment by another governmental entity for any cause listed herein, or because of prior reprimands;
  - 6. The contractor has abandoned performance, been terminated for default on a Fairfax County project, or has taken any actions that inure to the detriment of Fairfax County or a Fairfax County project;
  - 7. The Contractor is in default on any surety bond or written guarantee on which Fairfax County is an obligee.
- c. If, upon appeal, it is determined that the action taken by the Purchasing Agent was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief available to the person or firm shall be restoration of eligibility. The person or firm may not institute legal action until all statutory requirements have been met.

#### **64. APPEAL OF DENIAL OF WITHDRAWAL OF BID:**

- a. A decision denying withdrawal of a bid submitted by a bidder or Offeror shall be final and conclusive unless the bidder appeals the decision within ten (10) days after receipt of the decision by instituting legal action as provided in the Code of Virginia. The bidder or Offeror may not institute legal action until all statutory requirements have been met.
- b. If no bid bond was posted, a bidder refused withdrawal of bid under the provisions of Article 2, Section 4.A.8, of the Fairfax County Purchasing Resolution, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.
- c. If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

#### **65. APPEAL OF DETERMINATION OF NONRESPONSIBILITY:**

- a. Any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular County

### **General Conditions and Instructions to Bidders**

contract shall be notified in writing by the Purchasing Agent. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten (10) days of receipt of the notice by instituting legal action as provided in the Code of Virginia. The bidder may not institute legal action until all statutory requirements have been met.

- b. If, upon appeal, it is determined that the decision of the Purchasing Agent was arbitrary or capricious and the award for the particular County contract in question has not been made, the sole relief available to the bidder shall be a finding that the bidder is a responsible bidder for the County contract in question. Where the award has been made and performance has

begun, the County may declare the contract void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.

**66. PROTEST OF AWARD OR DECISION TO AWARD:**

- a. Any bidder or Offeror may protest the award or decision to award a contract by submitting a protest in writing to the Purchasing Agent, or an official designated by the County of Fairfax, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. Any potential bidder or Offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit such protest in the same manner no later than ten days after posting or publication of the notice of such contract as provided in Article 2, Section 2, of the Fairfax County Purchasing Resolution. However, if the protest of any actual or potential bidder or Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction which are subject to inspection under Article 2, Section 4.D of the Fairfax County Purchasing Resolution, then the time within which the protest must be submitted shall expire ten days after those records are available for inspection by such bidder or Offeror under Article 2, Section 4.D, or at such later time as provided herein. No protest shall lie for a claim that the selected bidder or Offeror is not a responsible bidder or Offeror. The written protest shall include the basis for the protest and the relief sought. The Purchasing Agent shall issue a decision in writing within ten (10) days of the receipt of the protest stating the reasons for the action taken. This decision shall be final unless the bidder or Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in the Code of Virginia. Nothing in this section shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation for Bid or Request for Proposal.
- b. If prior to award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The Purchasing Agent shall cancel the proposed award or revise it to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be declared void by the County. Where the award has been made and performance has begun, the Purchasing Agent may declare the contract void upon a finding that this action is in the best interest of the County. Where a contract is declared void, the performing Contractor shall be compensated for the cost of performance at the rate specified in the contract up to the time of such declaration. In no event shall the performing Contractor be entitled to lost profits.
- c. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this article shall not be affected by the fact that a protest or appeal has been filed.
- d. An award need not be delayed for the period allowed a bidder or Offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

**67. CONTRACTUAL DISPUTES:**

- a. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- b. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

- 68. LEGAL ACTION:** No bidder, Offeror, potential bidder or Offeror, or Contractor shall institute any legal action until all statutory requirements have been met.

- 69. VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

- 70. COOPERATIVE PURCHASING:** The County or any entity identified in the Fairfax County Purchasing Resolution, Article 1, Section 3 may participate in, sponsor, conduct or administer a cooperative procurement agreement as set forth in the Fairfax County Purchasing Resolution.

- 71. DRUG FREE WORKPLACE:** During the performance of a 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

**General Conditions and Instructions to Bidders**

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 of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in conjunction with a specific contract awarded to

a Contractor in accordance with this section, 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.

72. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor agrees that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
73. **AUDIT OF RECORDS:** The parties agree that County or its agent must have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to the Contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor must include this requirement in all subcontracts related to this Contract.
74. **NONVISUAL ACCESS:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
  - b. the technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
  - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
  - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
  - e. Compliance with the nonvisual access standards set out this Section is not required if the Board of Supervisors determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.

**APPROVED:**

/S/ Elizabeth D. Teare  
**COUNTY ATTORNEY**

/S/ Cathy A. Muse  
**COUNTY PURCHASING AGENT**



## OFFEROR DATA SHEET

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

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Name and e-mail addresses of both service and fiscal representatives (Key Personnel) who would handle this account.

Service Representative: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Fiscal Representative: \_\_\_\_\_  
Telephone Number: (\_\_\_\_) \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

Payment Address, if different from above:

\_\_\_\_\_  
\_\_\_\_\_

## BUSINESS CLASSIFICATION SCHEDULE

**PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL.** This designation is requested of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications nor does it establish preferences or set-asides for specific classifications.

**Examples:**

- A small, Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority-Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government Agency/Public Body" in Step 1

**NAME OF BUSINESS:**

**LAST 4 DIGITS OF TIN/EIN:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

**Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.**

☐ Small      ☐ Large      ☐ Non-Profit      ☐ Government Agency/Public Body      ☐ Shelter Workshop

**Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.**

☐ Women-Owned      ☐ Minority-Owned      ☐ Service-Disabled Veteran-Owned

**DEFINITIONS**

**Small Business/Organization** - "Small business" means a business that is at least 51% 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 average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

**Minority Business** - is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

**Women-Owned Business** - a business concern that is at least 51% 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 company or other entity, at least 51% 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 who are U.S. citizens or legal resident aliens.

**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.

**Service-Disabled Veteran-Owned Business** - is 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.

**Shelter Workshop** - a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired, to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience in the workshop.

**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 contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

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 proposals: ☐

**Request for Protection of Trade Secrets or Proprietary Information Pursuant to  
Article 2, Section 4.D.3 of the Purchasing Resolution and Va. Code Ann.  
§ 2.2-4342(F)**

Request for Protection of Trade Secrets or Proprietary Information Pursuant to Article 2, Section 4.D.3 of the Purchasing Resolution and 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 Article 2, Section 4.D.3 of the Purchasing Resolution or 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.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

**BUSINESS, PROFESSIONAL AND OCCUPATIONAL LICENSE**

All firms located or operating in Fairfax County must obtain a Business, Professional and Occupational License (BPOL) as required by Chapter 4, Article 7, of the Code of the County of Fairfax, Virginia. In order for the Department of Tax Administration to determine your BPOL requirement prior to contract award, it is necessary for you to provide the following information:

- If you currently have a Fairfax County business license, please submit a copy with your proposal.
- Do you have an office in:      Virginia                      ☐ Yes                      ☐ No  
                                                 Fairfax County                      ☐ Yes                      ☐ No
- Date business began/will begin work in Fairfax County

A detailed description of the business activity that will take place in Fairfax County. If business is located outside of Fairfax County, give the percentage of work actually to be done in the County

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Complete and return this form or a copy of your current Fairfax County Business License with your proposal.**

### **CERTIFICATION REGARDING DEBARMENT OR SUSPENSION**

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Offerors submitting a proposal in response to this Request for Proposal:

1. The Offeror certifies, to the best of its knowledge and belief, that neither the Offeror nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Nonprocurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Offeror shall provide immediate written notice to the Fairfax County Purchasing Agent if, at any time prior to award, the Offeror learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Offeror rendered an erroneous certification, in addition to other remedies available to The County, the Fairfax County Purchasing Agent may terminate the contract resulting from this solicitation for default.

**Printed Name of Representative:** \_\_\_\_\_

**Signature/Date:** \_\_\_\_\_/\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**SSN or TIN No:** \_\_\_\_\_

**Certification Regarding Ethics in Public Contracting**

In submitting this bid or proposal, and signing below, Bidder/Offeror certifies the following in connection with a bid, proposal, or contract:

Check one:

☐

1. I have not given any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any public employee or official have official responsibility for a procurement transaction.

☐

2. I have given a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to a public employee or official have official responsibility for a procurement transaction, but I received consideration in substantially equal or greater value in exchange.

If 2 is selected, please complete the following:

Recipient: \_\_\_\_\_

Date of Gift: \_\_\_\_\_

Description of the gift and its value:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of the consideration received in exchange and its value:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Printed Name of Bidder/Offeror Representative: \_\_\_\_\_

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

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

Company Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

***This certification supplements but does not replace the requirements set forth in paragraph 64 (OFFICIALS NOT TO BENEFIT) of the General Conditions and Instructions to Bidders included in this solicitation***

**Listing Of Local Public Bodies**

REFERENCE SECTION 28 OF THE SPECIAL PROVISIONS, "USE OF CONTRACTS BY OTHER PUBLIC BODIES." You may select those public bodies that this contract may be extended to; a "blank" will signify a "NO" response:

	Alexandria Public Schools, VA		Manassas Park, Virginia
	Alexandria Sanitation Authority		Maryland-National Capital Park & Planning Commission
	Alexandria, Virginia		Maryland Transit Administration
	Arlington County, Virginia		Metropolitan Washington Airports Authority
	Arlington Public Schools, Virginia		Metropolitan Washington Council of Governments
	Bladensburg, Maryland		Montgomery College
	Bowie, Maryland		Montgomery County, Maryland
	Charles County Public Schools, MD		Montgomery County Public Schools
	College Park, Maryland		Northern Virginia Community College
	Culpeper County, Virginia		Omni Ride
	District of Columbia		Potomac & Rappahannock Trans. Commission
	District of Columbia Courts		Prince George's County, Maryland
	District of Columbia Public Schools		Prince George's County Public Schools
	DC Water and Sewer Authority		Prince William County, Virginia
	Fairfax County Water Authority		Prince William County Public Schools, VA
	Fairfax, Virginia (City)		Prince William County Service Authority
	Falls Church, Virginia		Rockville, Maryland
	Fauquier County Government and Schools, Virginia		Spotsylvania County Schools, Virginia
	Frederick, Maryland		Stafford County, Virginia
	Frederick County Maryland		Takoma Park, Maryland
	Gaithersburg, Maryland		Upper Occoquan Sewage Authority
	Greenbelt, Maryland		Vienna, Virginia
	Herndon, Virginia		Virginia Railway Express
	Leesburg, Virginia		Washington Metropolitan Area Transit Authority
	Loudoun County, Virginia		Washington Suburban Sanitary Commission
	Loudoun County Public Schools		Winchester, Virginia
	Loudoun County Sanitation Authority		Winchester Public Schools
	Manassas, Virginia		
	Manassas City Public Schools, Virginia		

**Complete and return this form with your proposal.**

\_\_\_\_\_  
Vendor Name



**STANDARD POWER PURCHASE AGREEMENT PRICING MODEL**  
(MAY BE CUSTOMIZED FOR EACH PROJECT)

Customer: FCG / FCPA / FCPS / FCRHD (circle one)      Phase I  
Project Name/Site: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
  
Capacity AC (kW) \_\_\_\_\_

Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Escalator Percentage	■	■	■	■	■																									
Price/kWh AC																														
System Buy-out Price																														

Total price/kWh AC including escalator over proposed term of Contract: In Words: \_\_\_\_\_  
In Numbers: \_\_\_\_\_

**MASTER LIST OF FACILITIES**

PHASE I										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
FAIRFAX COUNTY GOVERNMENT FACILITIES										
Animal Shelter	4500 West Ox Road, Fairfax	2	18	29,000	Dominion	876,900	210	Yes	Yes	N/A
Burke Center VRE	100399 Premier Court, Burke	N/A	N/A	1510 spaces	Dominion	165,380	32	N/A	Yes	N/A
Girl's Probation House	12720 Lee Highway, Fairfax	11	1	11,397	Dominion	129,733	35	Yes	Yes	N/A
Great Falls Volunteer Fire Station # 12	9916 Georgetown Pike, Great Falls	8	2	18,700	Dominion	209,646	46	Yes	Yes	N/A
Gum Springs Community Center	8100 Fordson Road, Alexandria	7	13	53,070	Dominion	566,071	220	Yes	Yes	N/A
Herrity Building	12055 Government Center Parkway, Fairfax 22035	1	29	247,000	Dominion	5,022,720	1,860	Yes	Yes	No
I-66 Transfer Station						540,288				
John Marshall Library	6209 Rose Hill Drive, Alexandria	1	19	14,685	Dominion	210,567	63	Yes	Yes	N/A
Jermantown Vehicle and Fire Apparatus Maintenance Facility	3609 Jermantown Road, Fairfax	11	9	42,642	Dominion	499,260	150	Yes	Yes	N/A
Lillian Carey Center	5920 Summers Lane, Falls Church	6	14	24,812	Dominion	370,667	126	Yes	Yes	N/A
Mason District Government Center and Police Station	6507 Columbia Pike, Annandale	11	9	33,600	Dominion	566,933	155	Yes	Yes	N/A

**MASTER LIST OF FACILITIES**

PHASE I										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
McLean Government Center and Police Station	1437 Balls Hill Road, McLean	4	16	39,200	Dominion	616,747	108	Yes	Yes	N/A
Merrifield Center	8221 Willow Oaks Corporate Drive, Fairfax 22031	3	17	161,454	Dominion	3,453,600	1,196	Yes	No	Yes
Merrifield Center Garage	8221 Willow Oaks Corporate Drive, Fairfax 22031	N/A	N/A	230,000	Dominion			N/A	No	Yes
Newington Vehicle Maintenance Facility	6900 Newington Road, Newington	6	14	94,000	Dominion	1,236,373	293	Yes	Yes	N/A
North County Government Center and Police Station	1801 Cameron Glen Drive, Reston	4	16	36,600	Dominion	561,339	156	Yes	Yes	N/A
Pennino Building	12011 Government Center Parkway, Fairfax 22035	1	29	281,810	Dominion	4,718,400	1,559	Yes	Yes	No
Pohick Regional Library	6450 Sydenstricker Road, Burke	3	17	24,367	Dominion	314,064	132	Yes	Yes	N/A
Providence Community Center and Board Office	3001 Vaden Dr., Fairfax	5	15	32,091	Dominion	519,707	181	Yes	Yes	N/A
Public Safety Headquarters & Parking Garage	12099 Government Center Parkway, Fairfax	2	18	560,332	Dominion	4,078,400	1,633	Yes	Yes	Yes
Reston Community Center	2310 Colts Neck Road, Reston, VA 20191	2 (for the area suitable for solar)	18	50,000	Dominion	1,740,767	4,981	Yes	No	No

**MASTER LIST OF FACILITIES**

PHASE I										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Richard Byrd Library	7250 Commerce Street, Springfield	9	11	18,000	Dominion	217,367	95	Yes	Yes	N/A
Springfield Warehouse	68000 A-Industrial Drive, Springfield 22151	1	29	204,708	Dominion	788,880	333	Yes	Yes	N/A
Thomas Jefferson Library	7415 Arlington Blvd., Falls Church	9	6	17,000	Dominion	298,667	106	Yes	Yes	N/A
West Ox Vehicle Maintenance Facility	4620 West Ox Road, Fairfax	Reno & expansion		52,313						
Wolf Trap Fire Station # 42	1315 Beulah Road, Vienna	7	13	14,000	Dominion	319,173	78	Yes	Yes	N/A
FAIRFAX COUNTY PARK AUTHORITY										
Cub Run RECenter- Parking Lot	4630 Stonecroft Blvd. Chantilly, VA 20151	N/A		63,854	Dominion	3,206,700	648	No	Yes	No
South Run RECenter – Parking Lot	7550 Reservation Dr., Springfield, VA 22153	N/A		38,577	Dominion	2,550,796	376	No	Yes	No
Spring Hill RECenter – Roof	1239 Spring Hill Road, McLean, VA 22102	West Half 0(new in 2019) East Half 4(new in 2014)	26	42,960	Dominion	2,216,256	776	Yes	Yes	No

**MASTER LIST OF FACILITIES**

PHASE I										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
FAIRFAX COUNTY PUBLIC SCHOOLS										
Annandale High School	4700 Medford Dr, Annandale, VA 22003	3	17	345,944	Dominion	3,664,747	1,670	Yes	No	No
Beech Tree Elementary School	3401 Beech Tree Lane Falls Church VA 22042	8	12	49,266	Dominion	543,600	300	Yes	No	No
Belle View Elementary School	6701 Fort Hunt Rd Alexandria VA 22307	6	14	53,045	Dominion	637,792	344	Yes	No	No
Belvedere Elementary School	6540 Columbia Pike Falls Church VA 22041	6	14	53,628	Dominion	916,560	317	Yes	No	No
Bucknell Elementary School	6925 University Dr, Alexandria, VA 22307	1	19	96,820	Dominion	954,880	328	Yes	No	No
Cameron Elementary School	3434 Campbell Dr Alexandria VA 22303	4	16	64,731	Dominion	813,952	340	Yes	No	No
Canterbury Woods Elementary School	4910 Willet Dr Annandale VA 22003	6	14	62,821	Dominion	684,000	285	Yes	No	No
Cedar Lane School	101 Cedar Ln. SW Vienna VA 22180	4	16	32,914	Dominion	414,640	190	Yes	No	No
Chantilly High School	4201 Stringfellow Rd, Chantilly, VA 20151	Roof replacement is in progress.	20	387,550	Dominion	3,918,120	1,768	Yes	No	No
Cherry Run Elementary School	9732 Ironmaster Dr, Burke, VA 22015	1	19	83,532	Dominion	837,840	263	Yes	No	No
Chesterbrook Elementary School	1753 Kirby Rd MC Lean VA 22101	6	14	53,699	Dominion	748,800	300	Yes	No	No

**MASTER LIST OF FACILITIES**

PHASE I										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Clermont Elementary School	5720 Clermont Dr Alexandria VA 22310	4	16	56,560	Dominion	935,840	278	Yes	No	No
Crestwood Elementary School	6010 Hanover Ave Springfield VA 22150	7	13	61,542	Dominion	907,660	411	Yes	No	No
Cunningham Park Elementary School	1001 Park St SE Vienna VA 22180	10	10	38,829	Dominion	644,352	257	Yes	No	No
Edison High School	5801 Franconia Rd Alexandria VA 22310	7	13	245,700	Dominion	3,390,470	1,760	Yes	No	No
Fairfax High School	3500 Old Lee Hwy Fairfax VA 22030	8	12	278,185	Dominion	5,041,437	2,098	Yes	No	No
Fairfax Villa Elementary School	10900 Santa Clara Dr Fairfax VA 22030	6	14	40,582	Dominion	706,272	269	Yes	No	No
Falls Church High School	7521 Jaguar Trail Falls Church VA 22042	9	11	214,541	Dominion	2,572,879	1,508	Yes	No	No
Flint Hill Elementary School	2444 Flint Hill Rd Vienna VA 22181	5	15	51,472	Dominion	757,648	272	Yes	No	No
Forestdale Elementary School	6530 Elder Ave Springfield VA 22150	9	11	48,675	Dominion	571,968	300	Yes	No	No
Franconia Elementary School	6043 Franconia Rd Alexandria VA 22310	7	13	50,242	Dominion	567,417	297	Yes	No	No
Franklin Middle School	3300 Lees Corner Rd Chantilly VA 20151	10	10	105,337	Dominion	1,071,360	529	Yes	No	No
Freedom Hill Elementary School	1945 Lord Fairfax Rd Vienna VA 22182	10	10	55,825	Dominion	732,280	385	Yes	No	No
Frost Middle School	4101 Pickett Rd Fairfax VA 22032	7	13	97,864	Dominion	1,260,160	478	Yes	No	No
Garfield Elementary School	7101 Old Keene Mill Rd Springfield VA 22150	4	16	54,903	Dominion	1,196,160	272	Yes	No	No

**MASTER LIST OF FACILITIES**

PHASE I										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Graham Road Elementary School	2831 Graham Rd Falls Church VA 22042	7	13	56,948	Dominion	633,300	348	Yes	No	No
Great Falls Elementary School	701 Walker Rd Great Falls VA 22066	9	11	61,213	Dominion	656,100	330	Yes	No	No
Greenbriar East Elementary School	13006 Point Pleasant Dr Fairfax VA 22033	6	14	63,383	Dominion	901,800	408	Yes	No	No
Gunston Elementary School	10100 Gunston Rd Lorton VA 22079	8	12	56,515	Dominion	811,316	365	Yes	No	No
Haycock Elementary School	6616 Haycock Rd, Falls Church, VA 22043	3	17	85,897	Dominion	887,209	341	Yes	No	No
Hayfield Secondary School	7630 Telegraph Rd, Alexandria, VA 22315	3	17	516,960	Dominion	4,743,624	2,030	Yes	No	No
Hunt Valley Elementary	7107 Sydenstricker Rd Springfield VA 22152	9	11	63,131	Dominion	991,080	389	Yes	No	No
Hunters Woods Elementary School	2401 Colts Neck Rd Reston VA 20191	10	10	69,851	Dominion	1,259,398	968	Yes	No	No
Hybla Valley Elementary School	3415 Lockheed Blvd Alexandria VA 22306	5	15	76,265	Dominion	1,275,320	467	Yes	No	No
Irving Middle School	8100 Old Keene Mill Rd Springfield VA 22152	4	16	109,787	Dominion	1,311,809	598	Yes	No	No
Jefferson High School	6560 Braddock Rd, Alexandria VA 22312	2	18	398,833	Dominion	5,103,680	1,624	Yes	No	No
Keene Mill Elementary School	6310 Bardu Ave, West Springfield, VA 22152	3	17	92,137	Dominion	790,720	328	Yes	No	No
Kent Gardens Elementary School	1717 Melbourne Dr MC Lean VA 22101	6	14	54,530	Dominion	999,600	456	Yes	No	No
Key Middle School	6402 Franconia Rd Springfield VA 22150	11	9	155,169	Dominion	2,242,200	812	Yes	No	No

**MASTER LIST OF FACILITIES**

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FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Kings Park Elementary School	5400 Harrow Way, Springfield, VA 22151	3	17	80,019	Dominion	815,555	329	Yes	No	No
Lake Anne Elementary School	11510 North Shore Dr Reston VA 20190	7	13	59,777	Dominion	641,700	318	Yes	No	No
Lane Elementary School	7137 Beulah St Alexandria VA 22315	11	9	69,038	Dominion	884,160	418	Yes	No	No
Langley High School	6520 Georgetown Pike MC Lean VA 22101	11	9	173,226	Dominion	3,550,742	1,221	Yes	No	No
Laurel Hill Elementary School	8390 Laurel Crest Dr Lorton VA 22079	10	10	69,013	Dominion	845,400	414	Yes	No	No
Lemon Road Elementary School	7230 Idylwood Rd Falls Church VA 22043	6	14	48,940	Dominion	705,600	318	Yes	No	No
Little Run Elementary School	4511 Olley Ln Fairfax VA 22032	9	11	38,560	Dominion	562,944	219	Yes	No	No
Longfellow Middle School	2000 Westmoreland St Falls Church VA 22043	8	12	122,698	Dominion	1,419,387	806	Yes	No	No
Luther Jackson Middle School	3020 Gallows Rd, Falls Church, VA 22042	3	17	154,818	Dominion	1,449,167	627	Yes	No	No
Lutie Lewis Coates Elementary School	2480 River Birch Rd Herndon VA 20171	10	10	62,831	Dominion	750,600	402	Yes	No	No
Lynbrook Elementary School	5801 Backlick Rd Springfield VA 22150	7	13	62,248	Dominion	641,700	318	Yes	No	No
Marshall High School	7731 Leesburg Pike Falls Church VA 22043	4	16	198,307	Dominion	3,354,261	1,558	Yes	No	No
Marshall Road Elementary School	730 Marshall Rd Vienna VA 22180	6	14	53,618	Dominion	801,300	333	Yes	No	No
Mason Crest Elementary School	3705 Crest Drive, Annandale, VA 22003	7	13	98,590	Dominion	1,014,000	462	Yes	No	No



**MASTER LIST OF FACILITIES**

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Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Mount Eagle Elementary School	6116 N Kings Hwy Alexandria VA 22303	10	10	48,105	Dominion	659,440	327	Yes	No	No
Newington Forest Elementary School	8001 Newington Forest Ave, Springfield, VA 22153	1	19	90,080	Dominion	1,021,992	285	Yes	No	No
North Springfield Elementary School	7602 Heming Ct, North Springfield, VA 22151	3	17	92,000	Dominion	1,003,840	338	Yes	No	No
Oakton Elementary School	3000 Chain Bridge Rd Oakton VA 22124	7	13	65,692	Dominion	708,300	411	Yes	No	No
Ravensworth Elementary School	5411 Nutting Dr, Springfield, VA 22151	3	17	80,300	Dominion	772,640	299	Yes	No	No
Robinson Secondary School	5035 Sideburn Rd, Fairfax, VA 22032	1	19	532,918	Dominion	5,515,085	2,357	Yes	No	No
Rolling Valley Elementary School	6703 Barnack Dr Springfield VA 22152	8	12	54,461	Dominion	756,720	310	Yes	No	No
Sandburg Middle School	8428 Fort Hunt Rd Alexandria VA 22308	5	15	184,758	Dominion	2,138,006	954	Yes	No	No
Silverbrook Elementary School	9350 Crosspointe Dr Fairfax Station VA 22039	8	12	66,098	Dominion	652,063	357	Yes	No	No
Sleepy Hollow Elementary School	3333 Sleepy Hollow Rd Falls Church VA 22044	11	9	51,754	Dominion	782,784	336	Yes	No	No
South County Middle School	8700 Laurel Crest Lorton VA 22079	8	12	123,830	Dominion	1,385,700	618	Yes	No	No
South Lakes High School	11400 South Lakes Dr Reston VA 20191	11	9	233,625	Dominion	4,155,078	1,657	Yes	No	No
Spring Hill Elementary School	8201 Lewinsville Rd MC Lean VA 22102	7	13	81,677	Dominion	943,800	452	Yes	No	No

**MASTER LIST OF FACILITIES**

PHASE I										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Springfield Estates Elementary School	6200 Charles C Golf Dr, Springfield, VA 22150	3	17	78,060	Dominion	956,320	336	Yes	No	No
Stenwood Elementary School	2620 Gallows Rd Vienna VA 22180	8	12	50,111	Dominion	577,120	306	Yes	No	No
Stratford Landing Elementary School	8484 Riverside Rd, Fort Hunt, VA 22308	1	19	101,780	Dominion	1,306,240	336	Yes	No	No
Stuart High School	3301 Peace Valley Ln Falls Church VA 22044	17	3	210,344	Dominion	3,040,720	1,402	Yes	No	No
Sunrise Valley Elementary School	10824 Cross School Rd Reston VA 20191	4	16	49,786	Dominion	692,640	286	Yes	No	No
Terra Centre Elementary School	6000 Burke Center Parkway Burke VA 22015	4	16	48,300	Dominion	876,000	328	Yes	No	No
Terraset Elementary School	11411 Ridge Heights Rd, Reston, VA 20191	3	17	102,343	Dominion	1,842,600	346	Yes	No	No
Thoreau Middle School	2505 Cedar Ln, Vienna, VA 22180	3	17	179,007	Dominion	1,842,600	597	Yes	No	No
Timber Lane Elementary School	2737 West St, Falls Church, VA 22046	1	19	80,591	Dominion	617,551	317	Yes	No	No
Vienna Elementary School	128 Center St S Vienna VA 22180	9	11	46,939	Dominion	610,800	360	Yes	No	No
West Springfield Elementary School	6802 Delnad Dr Springfield VA 22152	7	13	46,424	Dominion	853,500	223	Yes	No	No
Westbriar Elementary School	1741 Pine Valley Dr, Vienna, VA 22182	3	17	93,392	Dominion	747,476	273	Yes	No	No
Westgate Elementary School	7500 Magarity Rd, Falls Church, VA 22043	3	17	92,578	Dominion	853,500	288	Yes	No	No

**MASTER LIST OF FACILITIES**

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FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Westlawn Elementary School	3200 Westly Rd Falls Church VA 22042	7	13	67,445	Dominion	789,095	393	Yes	No	No
Weyanoke Elementary School	6520 Braddock Rd Alexandria VA 22312	6	14	56,443	Dominion	601,920	302	Yes	No	No
White Oaks Elementary School	6130 Shiplett Blvd, Burke, VA 22015	1	19	75,784	Dominion	1,002,160	341	Yes	No	No
Whitman Middle School	2500 Parker Alexandria VA 22306	6	14	116,725	Dominion	1,522,800	771	Yes	No	No
Wolftrap Elementary School	1903 Beulah Rd Vienna VA 22182	8	12	49,469	Dominion	655,919	277	Yes	No	No
Woodlawn Elementary School	8505 Highland Ln, Alexandria, VA 22309	3	17	98,772	Dominion	964,200	309	Yes	No	No
Woodley Hills Elementary School	8718 Old Mt Vernon rd Alexandria VA 22309	8	12	75,786	Dominion	773,280	331	Yes	No	No
Woodson High School	9525 Main St Fairfax VA 22031	5	15	265,479	Dominion	4,349,552	1,887	Yes	No	No
<b>Fairfax County Regional Housing Authority</b>										
FCRHA Office Building	3700 Pender Dr, Fairfax, VA 22030	5	25	48,846	Dominion	1,366,656		Yes	Yes	N/A

**MASTER LIST OF FACILITIES**

PHASE II										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
FAIRFAX COUNTY GOVERNMENT FACILITIES										
Boys Probation/Crisis Care	4410 Shirley Gate Road, Fairfax	Renovation		10,300						
Crosspointe Fire Station # 41	9610 Hampton Road, Fairfax Station	12	0	14,624	Dominion	241,593	71	Yes	Yes	N/A
Fair Oaks Police (2014) and Fire Station # 21 (1982)	12300 Lee Jackson Memorial Hwy, Fairfax	Fire 15 Police (Metal) 5 Police (Membrane) 6	Fire 0 Police (Metal) 15 Police (Membrane) 24	42,000	Dominion	760,985	180	Yes	Yes	N/A
Fairfax Center Fire Station # 40	4621 Legato Road, Fairfax	13	7	24,195	Dominion	497,760	106	Yes	Yes	N/A
Gartlan Center for Community Mental Health	8119 Holland Road, Alexandria	16	9	43,003	Dominion	718,500	261	Yes	Yes	N/A
Great Falls Library	9830 Georgetown Pike, Great Falls	19	1	12,983	Dominion	194,720	80	Yes	Yes	N/A
James Lee Community Center	2855-A Annandale Road, Falls Church	15	0	65,198	Dominion	1,048,897	321	Yes	Yes	N/A
McLean Fire Station # 1	1455 Laughlin Ave., McLean	17	3	16,706	Dominion	734,720	66	Yes	Yes	N/A
Merrifield Fire Station	8739 Lee Highway, Fairfax			11,922		281,000				
Mott Community Center	12111 Braddock Road, Fairfax	3	27	7544	NOVEC	168,644	87	Yes	Yes	N/A

**MASTER LIST OF FACILITIES**

PHASE II										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Mt. Vernon Fire Station 9	2511 Parkers Lane, Alexandria	Reno & expansion or New		15,000						
North Point Fire Station # 39	1117 Reston Avenue, Herndon	19	1	13,858	Dominion	250,511	62	Yes	Yes	N/A
Oakton Library	10304 Lynnhaven Place, Oakton	12	8	17,000	Dominion	256,113	117	Yes	Yes	N/A
Penn Daw Fire Station	6624 Hulvey Terrace, Alexandria			17,000						
Tysons-Pimmit Regional Library	7584 Leesburg Pike, Falls Church	18	2	25,000	Dominion	362,613	108	Yes	Yes	N/A
West Ox Bus Operations Garage	4960 Alliance Drive, Fairfax	13	7	8,500	Dominion	995,096	180	Yes	Yes	N/A
West Ox Fire Apparatus Maintenance Facility	4620 West Ox Road, Fairfax	49	0	74,050	Dominion	1,145,433	345	Yes	Yes	N/A
West Springfield Police and Fire Station # 27	6140 Rolling Road, Springfield	30	0	42,664	Dominion	578,200	120	Yes	Yes	N/A
FAIRFAX COUNTY GOVERNMENT - NEW FACILITIES										
Bailey's Shelter	5914 Seminary Road, Falls Church	New Facility	New Facility	21,500				Yes	No	N/A
Edsall Road Fire Station	5316 Carolina Place, Alexandria	New Facility	New Facility	14,132						

**MASTER LIST OF FACILITIES**

PHASE II										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Embry Rucker Shelter and Supportive Housing	11975 Bowman Towne Drive	New Facility	New Facility	25,000				Yes	No	N/A
Fairview Fire Station 32	5600 Burke Center Pkwy, Fairfax Station	New Facility	New Facility	15,000						
Franconia Police Station	Silver Lake Boulevard, Alexandria (Collocated with Kingstowne Library)	New Facility	New Facility	44,000						
Gunston Fire Station 20	10413 Gunston Road, Lorton	New Facility	New Facility	11,125						
Herndon Station Garage	12530 Sunrise Valley Drive	New Facility	New Facility	622,330				No	No	Yes
Innovation Station Garage	2345 Innovation Center Drive	New Facility	New Facility	696,165				No	No	Yes
Jefferson Fire Station	3101 Hodge Place, Falls Church	New Facility	New Facility	18,047						
Joseph Willard Health Center	3750 Old Lee Highway, Fairfax	New Facility	New Facility	92,000						
Kingstowne Library & Active Adult Center	Silver Lake Boulevard, Alexandria (collocated with Franconia PS)	New Facility	New Facility	38,000						
Lewinsville Center	1611 Great Falls Street, McLean	New Facility	New Facility	31,000						
Lorton Community Center	9518 Richmond Highway, Lorton	New Facility	New Facility	31,000						
Lorton Fire Station	7701 Armistead Road, Lorton	New Facility	New Facility							

**MASTER LIST OF FACILITIES**

PHASE II										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Monument Garage	Government Center Pkwy	New Facility	New Facility							
Operational Support Bureau	3911 Woodburn Road, Annandale	New Facility	New Facility	36,600						
Patrick Henry Permanent Supportive Housing	3080 Patrick Henry Drive, Falls Church	New Facility	New Facility	24,000						
Reston Fire Station 25	1820 Wiehle Avenue, Reston	New Facility	New Facility	17,552		432,000				
Reston Regional Library	11925 Bowman Towne Drive	New Facility	New Facility	43,000				Yes	No	Yes
Seven Corners Fire Station 28	2949 Sleepy Hollow Road, Falls Church	New Facility	New Facility	11,125						
South County Police Station & Animal Shelter	Triangle site on Lorton Rd between Hooes Rd & Workhouse Rd	New Facility	New Facility	55,000						
Springfield Garage	7039 Old Keene Mill Road, Springfield	New Facility	New Facility	Total 414,419 ; Top Floor 75,286						
Stormwater Wastewater Facility	6000 Freds Oak Road, Burke	New Facility	New Facility	90,000						
Sully Community Center	13949 Endeavor Drive, Chantilly	New Facility	New Facility	31,883						

**MASTER LIST OF FACILITIES**

PHASE II										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Tysons East Fire Station	1766 Old Meadow Lane, Tysons	New Facility	New Facility	13,842						
Tysons Fire Station 29	8300 Jone Branch Drive, McLean	New Facility	New Facility	20,000						
Volunteer Fire Station	TBD	New Facility	New Facility	13,175						
Woodlawn Fire Station	8701 Lukens Lane, Alexandria	New Facility	New Facility	15,082		400,814				
FAIRFAX COUNTY PUBLIC SCHOOLS										
Aldrin Elementary School	11375 Center Harbor Rd Reston VA 20194	26	-6	68,205	Dominion	782,640	353	Yes	No	No
Annandale Terrace Elementary School	7604 Herald St Annandale VA 22003	21	-1	44,451	Dominion	1,026,100	401	Yes	No	No
Baileys Elementary School	6111 Knollwood Dr Falls Church VA 22041	12	8	75,823	Dominion	1,030,920	416	Yes	No	No
Bryant Alternative High School	2709 Popkins Ln Alexandria VA 22306	17	3	108,996	Dominion	1,247,657	638	Yes	No	No
Bull Run Elementary School	15301 Lee Hwy Centreville VA 20121	20	0	69,013	Dominion	1,233,371	506	Yes	No	No



**MASTER LIST OF FACILITIES**

PHASE II										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Bush Hill Elementary School	5927 Westchester St Alexandria VA 22310	20	0	49,657	NOVEC	633,600	309	Yes	No	No
Camelot Elementary School	8100 Guinevere Dr Annandale VA 22003	18	2	62,957	Dominion	800,295	334	Yes	No	No
Cardinal Forest Elementary School	8600 Forrester Blvd Springfield VA 22152	21	-1	56,150	Dominion	775,456	282	Yes	No	No
Carson Middle School	13618 McLearen Rd Herndon VA 20171	18	2	125,106	Dominion	1,932,000	703	Yes	No	No
Centreville Elementary School	14330 Green Trails Centreville VA 20121	11	9	69,038	NOVEC	864,333	408	Yes	No	No
Churchill Road Elementary School	7100 Churchill Rd MC Lean VA 22101	26	-6	55,677	Dominion	797,220	370	Yes	No	No
Clearview Elementary School	12635 Builder Rd Herndon VA 20170	13	7	59,926	Dominion	925,280	394	Yes	No	No
Colin Powell Elementary School	13320 Leland Road Centreville VA 20120	16	4	77,154	Dominion	1,152,808	517	Yes	No	No
Columbia Elementary School	6720 Alpine Dr Alexandria VA 22303	21	-1	38,495	Dominion	631,440	259	Yes	No	No
Colvin Run Elementary School	1400 Trap Rd Vienna VA 22182	18	2	69,013	Dominion	974,894	478	Yes	No	No
Cooper Middle School	977 Balls Hill Rd MC Lean VA 22101	30	-10	87,784	Dominion	1,073,319	477	Yes	No	No
Daniels Run Elementary School	3705 Old Lee Hwy Fairfax VA 22030	17	3	65,318	Dominion	771,148	368	Yes	No	No
Deer Park Elementary School	15109 Carlebern Dr Centreville VA 20120	8	12	69,083	NOVEC	860,450	434	Yes	No	No
Dogwood Elementary School	12300 Glade Dr Reston VA 20191	25	-5	69,230	Dominion	969,518	421	Yes	No	No

**MASTER LIST OF FACILITIES**

PHASE II										
FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Eagle View Elementary School	4500 Dixie Hill Rd Fairfax VA 22030	15	5	69,013	Dominion	1,026,904	501	Yes	No	No
Fairhill Elementary School	3001 Chichester Ln Fairfax VA 22031	23	-3	51,222	Dominion	735,120	324	Yes	No	No
Fairview Elementary School	5815 Ox Rd Fairfax Station VA 22039	12	8	57,603	Dominion	730,400	368	Yes	No	No
Floris Elementary School	2708 Centreville Rd Herndon VA 20171	15	5	58,492	Dominion	858,000	396	Yes	No	No
Forest Edge Elementary School	1501 Beacontree Ln Reston VA 20190	13	7	67,637	Dominion	933,600	411	Yes	No	No
Forestville Elementary School	1085 Utterback Store Rd Great Falls VA 22066	18	2	58,080	Dominion	1,077,480	309	Yes	No	No
Fort Belvoir Elementary School	5970 Meeres Rd Fort Belvoir VA 22060	15	5	94,457	Dominion	1,289,119	564	Yes	No	No
Fort Belvoir Upper Elementary School	5980 Meeres Rd Fort Belvoir VA 22060	4	16	66,739	Billed by Fort Belvoir	1,028,100	N/A	Yes	No	No
Fort Hunt Elementary School	8832 Linton Ln Alexandria VA 22308	23	-3	61,237	Dominion	827,400	393	Yes	No	No
Franklin Sherman Elementary School	6630 Brawner St MC Lean VA 22101	24	-4	46,244	Dominion	560,400	288	Yes	No	No
Glasgow Middle School	4101 Fairfax Parkway Alexandria VA 22312	12	8	139,584	Dominion	1,733,340	747	Yes	No	No
Glen Forest Elementary School	5829 Glen Forest Dr Falls Church VA 22041	25	-5	74,808	Dominion	1,110,860	477	Yes	No	No
Greenbriar West Elementary School	13300 Poplar Tree Rd Fairfax VA 22033	13	7	65,242	Dominion	1,248,150	546	Yes	No	No

**MASTER LIST OF FACILITIES**

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FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Groveton Elementary School	6900 Harrison Ln Alexandria VA 22306	22	-2	72,248	Dominion	1,039,400	417	Yes	No	No
Halley Elementary School	8850 Cross Chase Cir Fairfax Station VA 22039	24	-4	69,230	Dominion	1,060,492	443	Yes	No	No
Herndon Middle School	901 Locust St Herndon VA 20170	24	-4	140,272	Dominion	1,645,200	518	Yes	No	No
Hollin Meadows Elementary School	2310 Nordok Pl Alexandria VA 22306	21	-1	51,759	Dominion	1,197,600	318	Yes	No	No
Holmes Middle School	6525 Montrose St Alexandria VA 22312	17	3	119,203	Dominion	1,676,755	665	Yes	No	No
Hughes Middle School	11401 Ridge Heights Rd Reston VA 20191	20	0	91,280	Dominion	1,513,037	664	Yes	No	No
Hutchison Elementary School	13209 Parcher Ave Herndon VA 20170	13	7	74,486	Dominion	1,141,200	498	Yes	No	No
Island Creek Elementary	7855 Morning View Ln Alexandria VA 22315	18	2	69,013	Dominion	1,041,196	478	Yes	No	No
Kilmer Middle School	8100 Wolftrap Rd Vienna VA 22182	16	4	105,253	Dominion	1,476,600	653	Yes	No	No
Kings Glen Elementary School	5401 Danbury Forest Springfield VA 22151	21	-1	50,891	Dominion	724,500	270	Yes	No	No
Lake Braddock Secondary School	9200 Burke Lake Rd Burke VA 22015	14	6	423,262	Dominion	7,119,660	3,255	Yes	No	No
Laurel Ridge Elementary School	10110 Commonwealth Fairfax VA 22032	14	6	78,624	Dominion	1,398,450	984	Yes	No	No

**MASTER LIST OF FACILITIES**

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Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Lee High School	6540 Franconia Rd Alexandria VA 22310	16	4	235,248	Dominion	2,926,475	1,506	Yes	No	No
Liberty Middle School	6801 Union Mill Rd Clifton VA 20124	17	3	125,106	NOVEC	1,788,192	714	Yes	No	No
London Towne Elementary School	6100 Stone Rd Centreville VA 20120	19	1	73,234	NOVEC	1,692,866	918	Yes	No	No
Lorton Station Elementary School	9298 Lewis Chapel Rd Lorton VA 22079	16	4	69,230	Dominion	1,124,400	521	Yes	No	No
Mantua Elementary School	9107 Horner Ct Fairfax VA 22031	12	8	73,197	Dominion	941,280	366	Yes	No	No
Marshall High School	7731 Leesburg Pike Falls Church VA 22043	4	16	198,307	Dominion	3,354,261	1,558	Yes	No	No
Marshall Road Elementary School	730 Marshall Rd Vienna VA 22180	6	14	53,618	Dominion	801,300	333	Yes	No	No
McLean High School	1633 Davidson Rd MC Lean VA 22101	17	3	197,937	Dominion	2,940,624	1,326	Yes	No	No
McNair Elementary School	2499 Thomas Jefferson Herndon VA 20171	20	0	78,715	Dominion	1,153,220	466	Yes	No	No
Mount Vernon High School	8515 Old Mount Vernon Alexandria VA 22309	17	3	320,962	Dominion	5,031,348	1,806	Yes	No	No
Navy Elementary School	3500 West Ox Rd Fairfax VA 22033	16	4	63,709	Dominion	821,100	444	Yes	No	No

**MASTER LIST OF FACILITIES**

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FACILITY		FACILITY DATA						SOLAR TYPE ACCEPTED		
Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Oak View Elementary School	5004 Sideburn Rd Fairfax VA 22032	20	0	62,171	Dominion	691,500	303	Yes	No	No
Olde Creek Elementary School	9524 Old Creek Dr Fairfax VA 22032	22	-2	48,531	Dominion	735,933	260	Yes	No	No
Orange Hunt Elementary School	6820 Sydenstricker Rd Springfield VA 22152	17	3	64,434	Dominion	1,578,150	921	Yes	No	No
Parklawn Elementary School	4116 Braddock Rd Alexandria VA 22312	21	-1	64,631	Dominion	870,300	435	Yes	No	No
Pine Springs Elementary School	7607 Willow Ln Falls Church VA 22042	19	1	46,159	Dominion	731,700	339	Yes	No	No
Poe Middle School	7000 Cindy Ln Annandale VA 22003	23	-3	130,260	Dominion	1,702,800	699	Yes	No	No
Providence Elementary School	3616 Jermantown Rd Fairfax VA 22030	18	2	72,363	Dominion	1,062,530	540	Yes	No	No
Quander Road School	6400 Quander Rd Alexandria VA 22307	20	0	34,752	Dominion	516,960	209	Yes	No	No
Riverside Elementary School	8410 Old Mt Vernon Rd Alexandria VA 22309	16	4	64,957	Dominion	985,747	412	Yes	No	No
Rose Hill Elementary School	6301 Rose Hill Dr Alexandria VA 22310	16	4	70,092	Dominion	781,184	374	Yes	No	No
Shrevevood Elementary School	7525 Shreve Rd Falls Church VA 22043	27	-7	50,127	Dominion	773,096	369	Yes	No	No
South County High School	8501 Silverbrook Rd Lorton VA 22079	14	6	270,130	Dominion	4,375,542	1,718	Yes	No	No

**MASTER LIST OF FACILITIES**

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Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Stone Middle School	5500 Sully Park Dr Centreville VA 20120	28	-8	110,084	NOVEC	1,052,788	523	Yes	No	No
Washington Mill Elementary School	9100 Cherry Tree Dr Alexandria VA 22309	11	9	51,332	Dominion	726,960	366	Yes	No	No
Waynewood Elementary School	1205 Waynewood Blvd Alexandria VA 22308	21	-1	48,805	Dominion	1,000,080	302	Yes	No	No
West Potomac High School	6500 Quander Rd Alexandria VA 22307	18	2	272,308	Dominion	4,665,934	1,834	Yes	No	No
Westfield High School	4700 Stonecroft Blvd Chantilly VA 20151	13	7	295,609	Dominion	5,016,640	1,886	Yes	No	No
Woodburn Elementary School	3401 Hemlock Dr Falls Church VA 22042	12	8	44,946	Dominion	607,500	300	Yes	No	No
Fairfax County Regional Park Authority										
Greenwood (multiple meters)	3077 Patrick Henry Dr, Falls Church, VA 22044	18	12	135,534	Dominion	1,542,194		Yes	No	N/A
Gum Springs	7837 Richmond Hwy, Alexandria, VA 22306	17	13	64,000	Dominion	648,860				
Herndon Harbor	912 Jorss Pl, Herndon, VA 20170	20	10	50,328	Dominion	1,423,620				
Hopkins Glen	7522 Broadway Dr, Falls Church, VA 22043				Dominion					
Kingsley Park (multiple meters)	3153 Allen St, Falls Church, VA 22042	5	25	119,100	Dominion	1,469,706				

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Facility Name	Address	Roof Age (Years)	Warranty (years)	Gross Building sq. ft.	Electric Utility	Average Annual Electric Consumption (kWh)	Annual Peak Electric Demand (kW)	Building Roof Mount	Parking Lot Mount/ Canopy	Parking Garage Mount/ Canopy
Murraygate (multiple meters)	7800 Belford Dr, Alexandria, VA 22306				Dominion	35,424,354		Yes	No	N/A
Old Mill (multiple meters)	5800 St. Gregory's Ln, Alexandria, VA 22315	24	6		Dominion					
Olley Glen (multiple meters)	4019 Olley Ln, Fairfax, VA 22032	14	16		Dominion	623,055				
Ragan Oaks (multiple meters)	12101 - 12113 Ragan Oaks Ct, Fairfax, VA 22033	25	5	65,984	Dominion	477,885				
Rosedale (multiple meters)	3401 Spring Ln, Falls Church, VA 22041	7	23	158,846	Dominion	648,338				
Westford (multiple meters)	7911 Fordson Rd, Alexandria, VA 22306	13	17	100,941	Dominion	953,987				

## Power Purchase Agreement Term Sheet

This is an indicative Term Sheet ("Term Sheet") that includes the minimum terms and conditions that the Fairfax Entities expect to be included in a power purchase agreement ("PPA") that will be negotiated between selected Offeror(s) and each Fairfax Entity as a result of RFP #2000002845. This Term Sheet also identifies contractual provisions that will NOT BE ACCEPTED by any Fairfax Entity. Fairfax County is currently developing a definitive PPA that each Offeror will be expected to execute with minimum negotiation. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the aforementioned RFP. By signing the acknowledgement below, Offeror is confirming that it will not take exceptions to any of the following:

<b>Property/Site</b>	Each Project Site
<b>Term</b>	20, 25, or 30 years
<b>Renewal Periods</b>	The County reserves the right to renew the PPA for four (4) additional years, one (1) year at a time or any combination thereof, if agreeable to all parties.
<b>System</b>	A detailed description of the solar photovoltaic system(s) to be designed, installed, operated, and maintained at each Project Site.
<b>System Installation</b>	At its own expense, the Solar Provider will obtain and maintain all licenses, permits, and other approvals required from any governmental authority in order to design, install, operate and maintain the System.
<b>Schedule</b>	Each PPA will include an agreed upon project schedule and procedures for addressing potential schedule modifications and delay liquidated damages.
<b>System Generation Capacity</b>	A range of 50 kW to 1 MW, or as otherwise allowed by Virginia law.
<b>Output Guarantee</b>	The Solar Provider will designate an annual Estimated Guaranteed Output. The Solar Provider must guarantee a portion of the annual Estimated Guaranteed Output at a minimum level of 90%.
<b>Shortfall Damages</b>	<p>(1) The PPA will include a provision for calculating a credit or payment due from Solar Provider to the Fairfax Entity in case the System's annual electricity output falls below the applicable Output Guarantee.</p> <p>OR</p> <p>(2) At the end of each year of operation, if the System Output is less than (90%) of the Output Guarantee for that year. Solar Provider will credit the Fairfax Entity an amount equal to the PPA rate (\$/kWh) for the applicable year multiplied by the guarantee deficit (kWh).</p> <p>OR</p> <p>(3) At the end of each year of operation, if the System Output is less than the Output Guarantee for that year, Solar Provider will pay the Fairfax Entity, or the Fairfax Entity may, at its option, offset against future payments due Solar Provider, an amount equal to the County's Lost Savings, calculated as follows:</p> <p><math>LS = (GMEO - AE) \times RV</math>  where:  LS = Lost Savings  GMEO = Guaranteed Minimum Electricity Output as measured in total</p>



	<p>annual kWh</p> <p>AE = Annual Electricity as measured in total annual kWh delivered by the System at the point of interconnection</p> <p>RV = (ATP - ACP)</p> <p>ATP = Annual average otherwise applicable tariff price in \$/kWh. This price is determined by dividing the total cost for delivered electricity paid to the applicable utility during the previous 12-month period by the total annual electricity delivered by the applicable utility during that period.</p> <p>ACP = the PPA rate for the previous 12-month period in \$/kWh</p>
<b>Excess Energy</b>	The Fairfax Entity shall have the option, but not the obligation, to purchase the output that exceeds a specified percentage (to be specified in the PPA) of the Estimated Guaranteed Output.
<b>PPA Price</b>	PPA pricing will be in accordance with the selected Solar Provider's successful RFP proposal.
<b>Net Metering and Interconnection</b>	The necessary Net Metering (if applicable) and interconnection agreements will be maintained with the applicable utility during the PPA term. Solar Provider will provide reasonable assistance in, and shall bear all reasonable expenses associated with, obtaining the necessary agreements and approvals from and with the applicable utility.
<b>SREC Ownership</b>	Renewable energy credits generated by the System and all other environmental attributes associated with the System will be retained or owned by the Fairfax Entity unless otherwise agreed.
<b>Site Access</b>	The Solar Provider will enter into a license agreement, lease agreement, easement, or other site access permit that will govern the Solar Provider's access to the Project Site(s).
<b>Maintenance of the System</b>	The Solar Provider will be responsible for all operation, maintenance, repair and replacement of the System at its own cost and expense. The Solar Provider will be responsible for complying with all applicable law and ensuring compliance with all applicable safety, building, and fire codes during the PPA Term. At its own expense, the Solar Provider will ensure all employees, contractors, and agents with access to the Project Site(s) have the proper identification and have passed all required security screenings.
<b>Purchase Option</b>	During the PPA term, the Fairfax Entity will have the option, in its sole discretion, to purchase the System at certain specified years (to be specified in the PPA) following the commercial operation date. The purchase price will be the fair market value of the System.
<b>Removal of the System at Contract End</b>	Upon termination or expiration of the PPA, if the Fairfax Entity does not elect to purchase the System, the Solar Provider will remove the System at no cost to the Fairfax Entity. Excluding ordinary wear and tear, the Solar Provider shall restore and return the Project Site to its original condition, at no cost to the Fairfax Entity.
<b>Virginia Energy Purchasing Governmental Association Agreement</b>	Any PPA entered into by a VEPGA member will be in accordance with the August 1, 2014 Amended and Restated VEPGA/Virginia Electric and Power Agreement (as amended and extended).
<b>Virginia State Corporation Commission Guidelines</b>	The Solar Provider will comply with Uncodified Chapter 382 and all guidelines established by the SCC regarding third-party PPAs for renewable generation as posted and generally updated at: <a href="http://www.scc.virginia.gov/pur/pilot.aspx">http://www.scc.virginia.gov/pur/pilot.aspx</a> .

<b>Virginia Department of Environmental Quality</b>	The Solar Provider will comply with all guidelines established by the DEQ.
<b>Reporting and Recordkeeping</b>	The Solar Provider will provide detailed reporting by Project Site to each Fairfax Entity. The Solar Provider will maintain all records in compliance with federal and state regulations.
<b>Insurance</b>	At a minimum, the Solar Provider shall maintain the insurance required by the terms of the RFP.
<b>Performance Security</b>	To secure the Solar Provider's performance, the Solar Provider will be required to provide performance security (e.g., parent guaranty, letter of credit or payment and performance bond), as determined by the Fairfax Entity.
<b>Assignment</b>	The Solar Provider may only assign the PPA with the prior written consent of the Fairfax Entity.
<b>Other Standard Contract Terms that must be included in the PPA</b>	<ul style="list-style-type: none"> <li>• <u>Force Majeure</u>: Definition will include provisions specific to a Solar Provider or Project Site's ability to perform.</li> <li>• <u>Event of Default</u>: Definition will include standard events of default.</li> <li>• <u>Governing Law</u>: Commonwealth of Virginia.</li> <li>• <u>Venue</u>: Venue for any claim under the PPA or arising out of an order is exclusively in the state courts of Fairfax County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division.</li> <li>• <u>Limitation of Liability</u>: There is no limitation on the liability of the Solar Provider for (i) the intentional or willful misconduct, fraud, or recklessness of the Solar Provider or any agent or employee of the Solar Provider or (ii) claims for bodily injury, including death, and damage to real property or tangible personal property resulting from the negligence of the Solar Provider or any agent or employee of the Solar Provider.</li> <li>• <u>Indemnification</u>: The Solar Provider will indemnify the applicable Fairfax Entity and its officials, agents, employees, and volunteers (each "a Fairfax Indemnified Party") against any claim(s) that arise as a result of granting the contract(s) or providing services under the contract(s), provided that such claim(s) is not attributable solely to the negligence of a Fairfax Indemnified Party.</li> <li>• <u>Non-Discrimination</u>: During the performance of the contract(s), the Solar Provider agrees as follows: <ul style="list-style-type: none"> <li>○ The Solar Provider 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 Solar Provider. The Solar Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.</li> <li>○ The Solar Provider, in all solicitations or advertisements for employees placed by or on behalf of the Solar Provider, will state that such Solar Provider is an equal opportunity employer.</li> <li>○ Notices, advertisements and solicitations placed in</li> </ul> </li> </ul>

	<p>accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this provision.</p> <ul style="list-style-type: none"> <li>○ The Solar Provider will include the foregoing provisions in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.</li> <li>• <u>Immigration Reform and Control Act Compliance:</u> The Solar Provider does not and shall not during the performance of the contract(s) for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.</li> <li>• <u>Contractual Disputes:</u> The Contractual Disputes provision in the Fairfax County Purchasing Resolution will apply to disputes of fact arising under the PPA.</li> <li>• <u>Authorized to Transact Business in the Commonwealth:</u> The Solar Provider 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 or as otherwise required by law.</li> <li>• <u>Drug-Free Workplace:</u> During the performance of the contract(s), the Solar Provider agrees to (i) provide a drug-free workplace for its 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 its 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 Solar Provider 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. "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 this chapter, 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.</li> </ul>
<b>Prohibited Contract Terms</b>	<ul style="list-style-type: none"> <li>• <u>No Indemnification by the Fairfax Entities:</u> Under applicable law, the Fairfax Entities cannot indemnify or defend the Solar Provider or any third party.</li> <li>• <u>Contracts Subject to Appropriation:</u> The Fairfax Entities cannot be bound by any provision in a contract or ordering document that may or will cause the Fairfax Entities, their agencies, or their employees, to make or otherwise authorize an obligation in excess of the amount appropriated by their governing bodies for such purpose.</li> <li>• <u>Binding Arbitration or Mediation:</u> The Fairfax Entities do not agree to submit to any form of binding alternative dispute resolution, including without limitation arbitration or mediation, unless specifically authorized by their respective governing bodies.</li> <li>• <u>Limitation of Rights and Waiver of Remedies:</u> The Fairfax Entities do not agree to limit their rights or waive their remedies at law or in equity, unless specifically authorized by Virginia law or their respective governing bodies.</li> </ul>

	<ul style="list-style-type: none"><li>• <u>Confidentiality</u>: The Fairfax Entities will not be bound by any confidentiality provision that is inconsistent with the public disclosure requirements of the Virginia Code, including the Virginia Freedom of Information Act.</li><li>• <u>Unilateral Modification</u>: Unilateral modification of the contract or ordering document by the Solar Provider is prohibited.</li></ul>
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**By signing this Term Sheet, Offeror acknowledges, understands, and agrees to be bound by the conditions set forth in this Term Sheet.**

\_\_\_\_\_  
Vendor Legally Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title