



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

February 4, 2026

Subject: 26087-P, Fayette County Solar Energy Initiative

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a proposal for evaluation, design, installation, maintenance and operation, and end-of-life decommissioning of solar energy systems. You are invited to submit a proposal in accordance with the information contained herein.

Questions concerning this request for proposals should be addressed to Sherry White, Senior Contract Administrator, in writing via email to PurchasingGroup@fayettecountyga.gov. Questions will be accepted until 2:00 p.m. on Wednesday, February 25, 2026.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Request for Proposals #26087-P

Request for Proposals Name: Fayette County Solar Energy Initiative

Your envelope must be sealed, and should show your company's name and address.

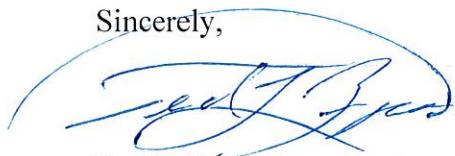
Proposals will be received at the above address until 3:00 p.m., Tuesday, March 17, 2026 in the Purchasing Department, Suite 204. Proposals will be opened at that time, and the names of the responding companies will be read.

Proposals must be signed to be considered. Late proposals, or emailed proposals, cannot be considered.

If you download this Request for Proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation.

The county cannot be responsible for a vendor not receiving information provided in any addendum.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess". The signature is fluid and cursive, with a large, sweeping initial 'T' and 'L'.

Ted L. Burgess
Chief Procurement Officer

Attachment

RFP 26087-P: Fayette County Solar Energy Initiative

GENERAL TERMS AND CONDITIONS

1. **Definitions:**
 - a. **RFP:** Request for Proposals.
 - b. **Offeror:** A company or individual who submits a proposal in response to this RFP.
 - c. **Successful Offeror:** The Offeror that is awarded a contract.
 - d. **Contractor or Solar Financing Agent:** The Successful Offeror, upon execution of the contract.
 - e. **County:** Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the Offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the Offeror and such exceptions being included with the offer, will form the basis of the contract between the Successful Offeror and the County. The Offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the County, in a sealed opaque envelope. **Price schedules** shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original, unbound proposal, signed in ink by a company official authorized to make a legal and binding offer, and a copy on a flash drive to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

RFP Number: **26087-P**
RFP Name: **Fayette County Solar Energy Initiative**

4. **Timely Receipt:** Offers not received in the Purchasing Department by the time and date of the scheduled proposal opening will not be considered.
5. **Open Offer:** To allow sufficient time for a contract to be awarded, the offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety (90) days from the date of the opening to the date of award.
6. **Corrections or Withdrawals:** The Offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.
7. **Defects or Irregularities:** The County reserves the right to waive any defect or irregularity in any proposal received. In case of a discrepancy between unit prices and extended prices, the unit price will govern

unless the facts or other considerations indicate another basis for correction of the discrepancy.

8. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).
9. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the Offeror is acknowledging his acceptance of all site conditions.
10. **References:** See Proposal Response Requirements, Organization's Background & Experience.
11. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a Contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

12. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the County. Accordingly, to insure that sufficient information is available, the Offeror may be required to submit literature, samples, or other information prior to award. The County reserves the right to obtain clarification or additional information from any firm regarding its proposal. The County reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the County. The County further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
13. **Non-Collusion:** By responding to this request for proposals, the Offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other Offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
14. **Ability To Perform:** The Offeror may be required, upon request, to provide to the satisfaction of the County that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and

human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the County, the County may reject the offer.

15. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any Offeror prior to the County issuing a written Notice to Proceed.
16. **Term of Contract:** The initial term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2027. Thereafter, this agreement will renew automatically for additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term), unless either party gives notice of non-renewal at least 30 days prior to the end of the then-current term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a). Any and all Service Addenda authorized and in force at the time of Contract Termination shall remain in effect.
17. **Service Addenda:** Installation, maintenance, and operation of individual sites shall be authorized by Service Addenda. A Notice to Proceed will be issued for each Service Addendum that is approved and executed.
18. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.
19. **Payment Terms:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such deviation.
20. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
21. **Indemnification:** The Contractor shall indemnify and save the County and all its officer, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed by or utilized by the Contractor in the performance of the contract. The Contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses, but only to the extent such damages, costs and expenses are adjudicated to have been caused by or resulted from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.
22. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the County.
23. **Insurance:** The Successful Offeror shall procure and maintain the following insurance, to be in effect

throughout the term of the contract, in at least the amounts and limits set forth as follows:

- **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
- **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
- **Worker's Compensation:** Workers Compensation as required by Georgia statute.

Before a contract is executed with the Successful Offeror, the Successful Offeror shall provide Certificates of Insurance for all required coverage. The Successful Offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

24. **Performance and Payment Bonds:** Prior to execution of a Service Addendum, the Contractor shall submit bonds as required elsewhere in the Contract, provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).
25. **Building Permits:** Work performed for the County requiring building permits by licensed Contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the Contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
26. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the County's rights or remedies by law.
27. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the Contractor. In the event of termination for convenience, the County will pay the Contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion submitted by the Contractor, which shall itemize each element of performance completed.
28. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
29. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

30. **Open Records Act:** In the event that the Contractor receives, and responds to, a request for information as provided in Georgia's Open Records Act (O.C.G.A. § 50-18-70 *et seq.*), the Contractor shall promptly provide the County the same information provided to the initiator of the request for information. Contractor shall email such information to the county's Custodian of Records at tsmith@fayettecountyga.gov.

SCOPE OF SERVICES

RFP #26087-P: Fayette County Solar Energy Initiative

OBJECTIVE

Fayette County, Georgia seeks to contract with a qualified Contractor to evaluate and determine suitability of various sites for solar installation. Upon each site's acceptance by the County, the Contractor would design, build, operate, maintain, and decommission a solar photovoltaic (PV) system on the site. The County's vision is to begin with one or more pilot sites, then add additional sites on a "rolling" basis.

INTRODUCTION

Fayette County, located in the Metro Atlanta area, consists of roughly 199 square miles and has an estimated population of approximately 125,000. County properties include nine fire stations, two water treatment plants, and at least 17 other facilities.

The County understands an opportunity may exist to reduce energy costs and increase operating efficiency by using solar technology at County-owned sites to generate electricity. We hope to do this by entering into a Solar Energy Procurement Agreement (SEPA) with a qualified turnkey Solar Financing Agent to (1) evaluate chosen county facilities to determine their suitability for solar installations, then (2) provide design, installation, operation and maintenance, monitoring, and end-of-life decommissioning services at agreed-upon sites. We plan to start with one or more "pilot" county sites, then expand to other County sites as feasible.

STATEMENT OF NEED/SCOPE OF SERVICES

Georgia Code at O.C.G.A. § 46-3-60 et seq. provides for local governments to enter into Solar Energy Procurement Agreements (SEPA's) for the free-market financing of solar technology. Because of the need to evaluate and authorize sites on a "rolling" basis, it is envisioned that the SEPA will be formatted as a Master Service Agreement (MSA), with authorization of each site given through a Service Addendum.

The County seeks a Contractor to evaluate one to three pilot sites for feasibility of placement of solar arrays and systems. Upon selection of suitable pilot site(s), the County and Contractor will enter into a Service Addendum(s) for design, installation, Interconnection to the existing electrical distribution system, operation, maintenance, and decommissioning of a solar array and system at chosen pilot site(s). The Contractor shall own and operate the system, and sell energy output to the County at a fixed rate per kWh. While the County prefers a fixed rate for the life of the project, proposed price escalation methods may be considered. It is envisioned that the agreement for each solar array resulting from this RFP will have a term of 20 to 30 years, depending on the expected life of the solar system.

Please note that the County does not intend to allocate any of its own funds toward the startup, ongoing operations, or eventual decommissioning of the solar project. The selected Contractor shall initially cover the costs associated with site evaluations and recover those expenses through amortized rates included in the rate per kWh charged to the County for solar-generated electricity.

In compliance with Georgia Code at O.C.G.A. 46-3-64, the Contractor shall furnish all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the National Electrical Code, National Electrical Safety Code, Institute of Electrical and Electronics Engineers, and Underwriters Laboratories, and to comply with any additional associated requirements (prior to interconnecting the solar technology to the electric service provider's electric system).

Your proposal must include a plan for full decommissioning of each solar system at the end of its useful life, although it may also provide for the County to have the right to purchase the system at fair market value, to be determined by an independent third-party appraiser. The plan must include provisions that guarantee fully funding all costs of decommissioning prior to the end of the contracted term for each site as authorized in a Service Addendum. It shall address removal of PV equipment, restoration of the site to its original condition, and all other aspects of a full decommissioning.

The Contractor will be required to provide the following securities prior to the County issuing a Notice to Proceed for each site.

- **Construction Performance & Payment Bonds:** Each equal to 100% of the total engineering, procurement, construction, & associated costs of providing and installing the solar system.
- **Operation & Maintenance (O&M) Performance Bond:** Renewable, annual performance bond to secure long-term obligations, such as cleaning, inverter swaps, performance guarantees, and other needs over the 20-year life of the project.
- **Decommissioning Bond:** Long-term surety bond or cash escrow sufficient to cover salvage and restoration costs.

Bonds shall renew automatically each year for the life of each solar project site.

The Contract resulting from this RFP process shall include the following, in the order of precedence:

1. The Request for Proposals, including the General Terms and Conditions
2. The Successful Offeror's proposal, as may be modified through negotiations or other agreements which are added in writing.
3. The Solar Energy Procurement Agreement, including the Master Service Agreement and any Service Addenda as may be authorized.

PROPOSAL RESPONSE REQUIREMENTS

Your proposal must include the following, preferably in the order shown:

1. **Cover Page:** Include the Request for Proposal number (#26087-P) and title (*Fayette County Solar Energy Initiative*). Also include your firm's name, address, telephone number and email address.
2. **Table of Contents**
3. **Required Documents:**
 - a. Company information page *{form provided}*
 - b. Contractors Affidavit under O.C.G.A. § 13-10-91(B)(1) *{form provided}*
 - c. Letter from bonding surety, assuring that construction performance & payment bonds, O&M performance bond, and decommissioning bond will be provided
 - d. Signed addenda if any are issued
4. **Project Understanding and Approach:** State your understanding of the services required. Describe the approach you propose to take in addressing the needs addressed by the request for proposals. Indicate your level of expertise & experience with solar systems. Identify challenges you will face. Creativity and innovative ideas are encouraged in your response. In your proposal, state how you would design the system and take other measures to avoid potential pollution risks, from construction through end-of-life decommissioning.

Explain what is involved with replacing or repairing a roof where a solar array is installed, and what difficulties are encountered with this type of roof maintenance.

Include a proposed SEPA Agreement for the County to purchase the energy produced by the solar array.

Provide proposed language which gives the County the right to purchase the solar system(s) in case of contract termination, whether by voluntary buyout, termination for cause, or termination for convenience of the County. The language shall state that

the buyout price will be the lesser of (1) the scheduled Termination Value or (2) Fair Market Value:

- a) **Termination Value:** A Termination Value Schedule shall be provided by the Contractor for each Service Addendum, to be negotiated and agreed upon by both parties.
- b) **Fair Market Value (FMV):** If the County and Contractor do not agree with the FMV, they shall hire an independent, third-party Qualified Appraiser, acceptable to both parties, to determine the FMV to be used. The Appraiser shall use the Income Approach to value solar assets, estimating the value of the energy the panels will produce over the next several years (depending on the remaining useful life), then using a discounted cash flow analysis to convert future savings into a single lump sum amount.

Include a Minimum Production Guarantee that ensures the Contractor compensates the County if the system underperforms due to equipment failure, poor maintenance, or other cause not outside the control of the Contractor. Include provision for guaranteed energy production in kWh, an annual report comparing actual production to guaranteed kWh production, provision for payment to the county for a shortfall (if any), exclusions (such as forces majeure), and remedies for system defects (e.g. if the system falls below guaranteed kWh for two consecutive periods).

5. **End-of-life Decommissioning:** Provide a plan for full decommissioning. Specify and define those conditions that would lead to initiation of the decommissioning process, e.g. a pre-determined date prior to the end of the Contract term. Explain how you will assure that financial resources will be reserved to accomplish decommissioning.
6. **Contingency Plan for Disruption of Services:** Provide a plan for honoring contract requirements and guarantees in the event of firm closure or other disruption of services.
7. **Project Team:** Identify team members who would be assigned to this project. Include a resume for each key team member. Identify the key contact person or project leader. Describe each key team member's experience with comparable projects, the role that each member played, and the expected role of each when doing work for this project.

8. Organization's Background and Experience: Describe your organization's background and size, and provide an organization chart. State the number of years the organization has been in business, including the number of years installing and operating solar systems.

Demonstrate the firm's experience and qualifications by providing a list of relevant projects you have undertaken that were similar to the project addressed by this request for proposals in the last five years. For each project, provide the name of the government or other entity, a brief description of the work, a contact person email address, and a valid telephone number. The County reserves the right to select projects from this list and contact them for references.

To demonstrate your organization's ability to sustain a multi-year commitment, provide a balance sheet and income statement for the most recent year for which you have a complete, audited document.

9. Price: Place the pricing document in a separate envelope, as stated in the Terms and Conditions, Item #3. Provide detailed calculations for your proposed, guaranteed rate per kilowatt-hour (kWh) to be paid by the County to the Contractor for each kWh that is generated for, and used by, the County. Show the rate per kWh for each year of the agreement for the full Term of the contract. Include in the rate all charges and fees, and any annual price escalations that may apply. The guaranteed rate per kWh shall be the only payment made by the County to the Contractor, and the only cost to the County for this project. Include amortized charges for site evaluations in proposed rates per kWh.

EVALUATION PLAN

It is planned to award a contract to the responsive, responsible firm whose proposal is most advantageous to the County, with technical merit, rate per kWh, and other factors considered. An Evaluation Committee will evaluate and score the proposals.

Technical Merit: Evaluators will score the following criteria for technical merit, up to a potential maximum of 70 points for each proposal. Please see items 4 – 8 in the *Proposal Response Requirements* section above for additional information.

<u>Criteria</u>	<u>Max Points</u>
1. Project understanding and approach	20
2. End-of-life decommissioning	15

3. Contingency plan for disruption of services	15
4. Project team	10
5. Organization's background and experience	<u>10</u>
Total maximum points for Technical Merit	70

Price: Your proposed payment per kWh, as compared to other responding entities, will comprise up to 30 possible points. Proposed prices will be assigned points earned through use of a variance weighting method. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Other proposals' price scores will be calculated based on the variance of their prices from the lowest offered price.

Presentations: The County may, at its discretion, choose one or more of the best-scoring firms to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate and score the presentations, and adjust evaluation score totals accordingly, by up to a maximum of 20 points each.

COMPANY INFORMATION
RFP 26087-P: Fayette County Solar Energy Initiative

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

26087-P FC Solar Energy Initiative

Name of Project

Fayette County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____