

# City of Columbus

Solicitation Number: RFQ016105

## Request for Proposals for a Solar Power Purchase Agreement for Department of Public Utilities Sites

Department of Public Utilities

**Response Due Date and Time:  
August 28, 2020  
1:00PM Local Time**

**Submissions will only be accepted electronically at  
<https://columbus.bonfirehub.com/projects/view/29673>**

Version Dated: August 27, 2018 Bonfire Compliant

**PROPOSAL SIGNATURE FORM**

***This page, signed by an officer of the offering firm or a designated agent empowered to bind that entity in a contract with the Department of Public Utilities, should accompany each proposal submitted for consideration.***

I, the undersigned, having carefully examined the Request for Proposals (RFP), propose to furnish services in accordance therewith as set forth in the attached proposal.

I hereby certify that, to the best of my knowledge, this submission is complete and all statements made therein are true and accurate.

I also affirm I am duly authorized to sign and submit this response on behalf of the Offeror named below.

I further acknowledge that by signing this form I am representing that, in the event this proposal is accepted, the Offeror is willing and able to execute a contract in the form shown in the RFP, with the understanding that the scope and compensation provisions will be negotiated and included in the final contract.

By my signature below, I attest that I have read, understand and agree to the terms, conditions and requirements set forth in the RFP, including, but not limited to: the Department's standard contract terms and conditions and any special terms and conditions incorporated in the solicitation documents.

***Failure to sign and return this form may result in the rejection of the accompanying proposal.***

**OFFEROR INFORMATION:**

OFFEROR (Company Name): \_\_\_\_\_

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

CITY, STATE, ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**AUTHORIZATION TO PROPOSE:**

\_\_\_\_\_  
Signature (Manually signed in ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## **TERMS AND CONDITIONS FOR VENDORS INFORMATION FOR VENDORS**

### **SUBMISSION OF PROPOSAL**

Proposals must be submitted according to this proposal form.

### **ACCEPTANCE AND REJECTION**

This proposal submitted by the Vendor to the City of Columbus will be accepted or rejected within a period of 180 days from proposal due date. The City reserves the right to waive technicalities, and to request new proposals (rebid) on the required material. Each invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

### **WITHDRAWAL OF PROPOSALS**

Vendors may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals. However, no Vendor shall withdraw or cancel his/her proposal for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

### **APPLICABLE LAWS**

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

### **CONTRACT**

The Vendor to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within seven days after receiving such contract for execution.

### **LIABILITY, INSURANCE, LICENSES AND PERMITS**

Where Vendors are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, the Vendor will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The Vendor shall be liable for any damages or loss to the City occasioned by negligence of the Vendor (or his agent) or any person the Vendor has designated in the completion of his contract as a result of his bid. Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

### **TAXES**

Federal and/or State Taxes are not to be included in prices quoted. The successful Vendor will be furnished an exemption certificate if needed.

### **CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS**

Questions as to the interpretation of the Request for Proposal shall be submitted in writing to the Fiscal Manager at [DPUCapitalRFP@columbus.gov](mailto:DPUCapitalRFP@columbus.gov). In order to receive consideration, questions must be received by the question cut-off date as indicated in the advertisement. Any interpretations of questions so raised, which in the opinion of the City or its representative require interpretations, will be issued by addenda posted on the City's Vendor Services web site. The City or its representative will not be bound by any oral interpretations which are not reduced to writing and included in the addenda.

### **CAMPAIGN CONTRIBUTIONS**

Vendor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

### **IN THE EVENT OF A CONTRACT**

An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.

### **REMEDIES**

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Vendor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful Vendor shall be notified as to which terms and conditions, if any, have been deleted.

### **ENVIROMENTAL MANAGEMENT SYSTEM**

The Vendor's design professional shall review the City of Columbus Department of Public Utilities (DPU) Environmental Policy and shall make its employees and subcontractors performing work on behalf to DPU aware of the policy. The policy is posted on the DPU's EMS webpage at [ems.columbus.gov](http://ems.columbus.gov)

The design professional shall review the document entitled "*DPU Consultant/Contractor/Vendor Environmental Management System Awareness Procedure*" This procedure is posted on the DPU's EMS web page at [ems.columbus.gov](http://ems.columbus.gov)

The design professional shall maintain any and all records necessary to demonstrate compliance with the requirements of this Special Provision and shall provide such records to the DPU upon request.

## PROPRIETARY INFORMATION

Proprietary data and information that a Vendor does not want disclosed to the public shall be clearly indicated. The Department shall regard as public record all proposals and information submitted except to the extent that proposal information is clearly indicated as proprietary and segregated from the rest of the proposal. The Respondent must identify proprietary information on each page of the proposal. If a third party under Ohio's Public Records Law requests any document that includes information designated as "proprietary" by Respondent, then the Department will notify Respondent of the request and will release the document with the information designated as proprietary redacted. It will be the responsibility of the Respondent, not the Department, to defend the designation of information as proprietary, including initiation of any court proceedings necessary to prevent disclosure as a public record and to indemnify the city for any costs associated with such proceedings.

## CONTRACT COMPLIANCE

The City of Columbus encourages the participation of City certified minority and female business enterprises.\*

All Vendors shall identify all Sub-Vendor(s) who will perform any type of contracting on City proposal(s). All Vendors shall include in their proposal response the anticipated scope of work and percentage of work that will be performed by all Sub-Vendor(s), along with their contract compliance number(s).

All Vendors, including Sub-Vendor(s), who are party to a contract as defined in Columbus City Code 3901.01, must hold valid contract compliance certification numbers. **Each responsive firm shall submit with its proposal, a valid contract compliance certification number.**

Bidders will be given seven (7) business days after the bid submittal date to update expired contract compliance information for renewal of numbers or to initially apply for a number. If said information has not been updated within 7 business days from the bid submittal date, the bid may be deemed non-responsive and may no longer be considered. All contractors and subcontractors who are party to a contract as defined in Columbus City Codes must hold valid contract compliance certification numbers before the contract is executed. The City is not responsible for notifying bidders of expired contract compliance numbers after bid submission.

The selected Vendor, including Sub-Vendor(s), will be subject to all applicable provisions of the State of Ohio's Prevailing Wage provisions and a Project Labor Agreement outlining training apprenticeships, wages, healthcare coverage, and retirement benefits for workers on the project will apply.

This information is gathered and monitored by the Office of Diversity and Inclusion. Please contact ODI for assistance with identifying potential minority Vendors. Go to Vendor Services to verify that vendors have an active

contract compliance number. Information on contract compliance certification is available at <https://www.columbus.gov/odi/>.

<http://vendorservices.columbus.gov/>  
Office of Diversity and Inclusion  
1111 E. Broad Street, Suite 203  
Columbus, OH 43205  
(614) 645-4764

M/FBE Certification/  
Contract Compliance  
Tia Roseboro 614-645-2203

\*While the participation and or partnering of City certified minority and female owned businesses is encouraged the level of minority and female participation will not be a condition of the bid award.

# REQUEST FOR PROPOSAL

## 1. Project Information:

1.1. Project Name: Request for Proposals for a Solar Power Purchase Agreement for Department of Public Utilities Sites

### 1.2. Project Overview:

The City of Columbus (the City) is committed to taking steps to mitigate and adapt to our community's changing climate. From 1951-2012, the annual average temperatures in Columbus warmed by 2.3°F, faster than national and global rates. As our climate continues to change, Columbus can expect temperatures to further rise and precipitation to increase. To combat these changes, the City is working to reduce municipal greenhouse gas (GHG) emissions.

In June 2017, Mayor Ginther announced the City's goals to reduce greenhouse gas emissions from municipal operations by 40% by the year 2030 from year 2005 baseline levels and to explore a 100% renewable energy portfolio for municipal operations.

The City is seeking proposals from qualified Vendors to finance, design, install, commission and maintain solar photovoltaic (PV) power systems at various City properties (i.e., the Project). The City intends to contract with one Vendor to complete the work at all project locations identified herein. The City will not own or manage the work, but coordination and communication with various City representatives will be required during the design and construction process to ensure safety, housekeeping, and other design and construction measures are consistent with City standards. Additionally, the City intends to retain and retire the renewable energy credits (RECs) from the systems in support of the City's climate goals. The City desires to have the systems operational in 2021. The Division of Power, the customer of the PPA contract, will be the offtaker of the electricity produced.

This project includes PV systems at three locations: the Parsons Avenue Water Plant, the Jackson Pike Wastewater Treatment Plant, and the Sewer Maintenance Building. These sites are sensitive utility sites, and the PV systems must not interfere with operations. Some locations allow for installation on both buildings and open land. Based on the approximate area available at these locations, the City estimates that these three systems could combine to house around 20-40 MW-DC of solar PV capacity, dependent on electrical infrastructure or other constraints. The City's intent is that all systems are connected directly to the Division of Power distribution system, not the local AEP Ohio distribution or transmission system. The projects will require appropriate metering to measure the systems' output to enable the Division to comport its wholesale power arrangements. The City plans for this to be the first of multiple renewable energy projects. The City will retain the right to procure other renewable energy or any other energy projects, similar or dissimilar to this project, from any vendor.

The selected Vendor will efficiently utilize the space at each location and arrange for direct interconnection of the systems onto the City-owned Division of Power distribution system through any combination of ground-mount or roof-mount arrays.

The Vendor's proposal shall include two non-escalating Power Purchase Agreement (PPA) options, one for 10-years and one for 20-years. Vendors may present alternate options during negotiations. If a final agreement is negotiated, the recommended award will be presented to the City Council for final approval.

1.3. Obtain RFP:

All RFP documents shall be downloaded from Bonfire at <https://columbus.bonfirehub.com/projects/view/29673>. Hard copies will not be provided.

**2. Scope of Services:**

The scope of services follows; however, the consultant is encouraged to suggest deletions or additions within their Understanding of the Project/Project Approach if they believe changes will better meet the objectives of the project.

The Consultant's proposal shall clearly explain their approach to the project. Information common to the projects sites should be listed in one common section and information pertaining uniquely to the approach of at each site as well as the challenges outlined in the attachments should be in separate section(s) of the approach.

**2.1. Solar-PV System**

The requirements of this section shall be in addition to all applicable codes and laws. Vendors may propose fixed-angle or tracking systems. The power provided shall be compatible with the on-site distribution system and interconnection is intended to be made with the distribution system "in-front" of the meter of the hosting site with the Division of Power grid, not "behind-the-meter" of the hosting site.

The selected proposer will be required to submit design drawings stamped (by an appropriately licensed Ohio professional engineer) specifying details such as connection voltage and location along with structural support and related needs. The installations, including supports and power conductors, shall not interfere with roof drains, water drainage, expansion joints, air intakes, existing electrical and mechanical equipment, lightning protection, existing antennas, or any other existing features unless specifically approved by the City. The installations shall not interfere with City access or operational needs.

**2.1.1. Information and Applicable Codes & Standards**

While the City strives to provide all relevant data in this RFP and through subsequent informational discovery, the Vendor is ultimately responsible for all necessary permitting, regulatory approvals, personnel certifications, licensure, site geotechnical information, identification and location of underground obstructions and utilities, handling discoveries on site, site maintenance, et cetera, to successfully complete and operate the project. The Vendor will be responsible for securing any necessary approvals or certifications under the Federal Power Act and the Public Utility Regulatory Policies Act.

The Project design will comply with applicable Federal, State and Local Codes, Regulations and Standards. All installation work must comply with all relevant local and national standards such as NEC, IEEE and UL and shall be overseen by North American Board of Certified Energy Practitioners (NABCEP) certified engineers. Vendors shall

follow all applicable building, safety, environmental, and regulatory codes including but not limited to Ohio Building Code, National Electric Code, National Electric Safety Code (NESC), Arc Flash Hazard Safety, OSHA, City of Columbus building codes, etc.

The Project design will comply with the City of Columbus Stormwater Drainage Manual which establishes stormwater control requirements for all new public and private development and redevelopment in the City of Columbus. The Vendor shall furnish an approved Storm Water Management Plan that addresses construction and post construction conditions if required. The manual can be found on the following website: [columbus.gov/utilities/contractors/stormwater-drainage-manual/](http://columbus.gov/utilities/contractors/stormwater-drainage-manual/)

Further, the Ohio EPA provides guidance on post-construction storm water controls for solar panel arrays that must be followed by the Vendor: <https://epa.ohio.gov/Portals/35/storm/Guidance%20on%20Post-Construction%20Storm%20Water%20Controls%20for%20Solar%20Panel%20Arrays.pdf?ver=2019-10-22-122431-753>

### **2.1.2. Ground-mounted Systems**

It is the responsibility of the Vendor to assess all site conditions including, but not limited to, site topography, FEMA designation, wetlands delineation, endangered species, etc. and to review available geotechnical information or obtain additional geotechnical information if necessary. A review of the project area through Building and Zoning Services Department's Final Site Compliance process will be required and documentation will be required to be submitted to the Department to demonstrate this review has been completed.

The mounting system shall be either directly anchored into the ground (driven piers, concrete footers, etc.) or ballasted on the surface without ground penetration. The mounting system design needs to meet applicable local building code requirements with respect to, for example, snow, wind, and earthquake factors. Panels' tilt shall be based on site latitude and wind conditions. A preliminary ground cover and vegetation management plan shall be included in the proposal. A summary narrative describing Vendor's planned approach to stormwater management and erosion control management shall be included in the proposal. Final versions of each of the stormwater management and erosion control management plans will be developed by the Vendor after selection. All lines interconnecting PV arrays to the point of interconnection (POI) are intended to be underground except near hazardous or other sensitive underground obstructions such as underground wells.

The installation area must be bounded by a barrier that demarcates the system boundaries. Options may include, but are not limited to, fencing, railing, vegetation, or other material that clearly shows the system boundaries.

### **2.1.3. Roof-mounted Systems**

The mounting system shall minimize roof penetrations and may include building-integrated roof PV or fully ballasted.

Vendor will be responsible for conducting a structural analysis of the existing roof system to verify it is adequate to support the new load which must be reviewed and approved by the Department of Building and Zoning Services during its Building Plan review.

The mounting system design needs to meet applicable local building code requirements with respect to snow, wind, and earthquake factors. Conduit penetrations shall be minimized. All roof access points shall be securely locked at the end of each day, while ensuring that site personnel still have access to the area for maintenance or repairs after hours. The system layout shall meet local fire department, code, and ordinance requirements for roof access. The installations shall not damage the existing roofing system or void the existing roofing warranty (if warranty is in place). The Vendor must ensure coordination with roof manufacturer or warranty provider. Roof penetrations, if needed, shall be designed and installed in accordance with the roof manufacturer's requirements.

## 2.2. Conceptual Design

Vendor must include with its proposal a conceptual design for each location that shows at least the preliminary layout of panels on the site, system type (for example, tracking or fixed), expected name plate capacity, expected panel and inverter models, and monthly production estimates broken out by ground, roof, and parking lot area types (if applicable). This design shall also indicate typical monitoring and data acquisition systems to be utilized and how the City will be given access and rights to all data generated. In the proposal, identify the three files (pdf preferred) that are attached to your response that contain the conceptual design for each site and the file name that corresponds to each site. Also, in your proposal, include a version of the following table to summarize the conceptual designs.

Site	System Type (e.g. 1-axis)	Nameplate Capacity (MW)	First Year Production (MWh/year)	PV Panel Model	Inverter Model
Sewer Maintenance Building					
Jackson Pike Wastewater Plant					
Parsons Avenue Water Plant					

The three conceptual design documents will not count against the twenty-page limit.

## 2.3. Preliminary Cost Structure

Vendor must submit with its proposal a cost structure for informational purposes. Cost structures will be reviewed but will not be scored as part of the RFP evaluation process. Compensation for the selected Vendor will be provided as a per kWh fee for the term of the executed PPA. First, provide a version of the following table to summarize basic PPA inputs.

Inputs	10-Year PPA	20-Year PPA
Starting price (\$/kWh)		
System degradation factor (%)		

Second, provide one table each for the 10- and 20-year PPA options showing at least annual production and total energy cost for each year of the PPA.

<b>Year</b>	<b>Annual Production (kWh/year)</b>	<b>Energy Cost (\$/year) – should be previous column multiplied by starting price.</b>
1		
...		
Ending with 10 or 20		

If additional information is necessary to accurately portray the preliminary cost structure, feel free to amend these tables accordingly while still providing the minimum information that has already been identified.

#### **2.4. Power Purchase Agreement**

The Vendor shall provide at least two base-proposal PPAs, one with a 10-year term and one with a 20-year term. In your proposal, identify the file(s) in which preliminary PPA language is provided as part of your response. These attached file(s) do not count towards the page limit.

These PPAs shall be priced at a non-escalating price (\$/kWh) for electricity produced over the entire term. The PPA will include a table of expected annual electricity generation for each year of the PPA term considering expected degradation of performance over time, along with an explanation of how system degradation has been estimated. The City requires a minimum production guarantee of 80% of the expected annual electricity production for each year of the PPA term. The PPA language should clearly explain the invoicing and payment frequency process along with all documentation expected to be produced by the Vendor to justify invoices.

The Vendor is to propose standard consequences if the production guarantee is not met, including any appropriate bonding or insurance. In your proposal, provide a summary narrative to describe your typical bonding process and bonding capacity to accommodate the potential magnitude of this project during construction and ongoing operation.

- **Construction Process:** The Vendor shall furnish a performance and payment bond in a form acceptable to the City in an amount sufficient for completion of the installations, to be determined as part of contract negotiation. Describe the type of bond, what it is intended to cover, and what the appropriate bond value should be. Name the entity that serves as your bonding agent.
- **Ongoing Operations:** Describe the type of bond (or other mechanism) to financially support minimum system production, what it is intended to cover, and the appropriate value. Name the entity that serves as your bonding or insurance agent.

The Vendor shall, for the purpose of evaluation, assume \$0 interconnection costs for all projects at this time. The City expects that these systems will require an interconnection study to identify the impact that the project has upon the operation of the existing Division of Power system. This study shall be funded by the Vendor and completed by the Division of Power. At a minimum the study shall include a review of thermal margins, voltage performance, stability, short circuit studies, protection, and risk of islanding. It will also provide a rough estimate of interconnection upgrades required by the Division of Power. These will be independently discussed, verified, and ultimately included in the final PPA price as a pass-through cost with no mark-up or paid separately by the City after the costs and upgrades are reviewed and

agreed upon by the Division of Power. At this time, the City acknowledges its responsibility to compensate the Vendor for this study in the event that the City decides, in its discretion, to cancel pursuit of the project. Details regarding this situation should be explicit in the final negotiated PPA language. The Vendor will be responsible for filing and managing the interconnection application with the City's Division of Power.

The City reserves the right to consider different PPA structures, different ownership structures, and different system options in the Contract Negotiation phase of the Procurement Process. The City expects the PPAs to address the following topics:

- All default roles, obligations, and responsibilities of the City and the Vendor at the end date of the PPA term.
  - At the end of the PPA term, where a transfer of ownership or an extension/renewal has not occurred, the Vendor is legally and financially obligated to remove all equipment and return the site/land to previous conditions not withstanding any reasonable wear. In this acknowledgement, the Vendor is to provide any considerations for system decommissioning. Further, the Vendor shall provide appropriate creditworthiness protections for the City at the end of the term to ensure that removal occurs.
- A detailed buy-down clause including a schedule of costs and all associated terms of the City triggering this clause, at a minimum, for every year of the PPA, which may be triggered by the City at any time during the PPA term.
- One or more options for end-of-term PPA extension/renewal if ownership is not transferred to the City. The City desires options that include, but are not limited to:
  - Single or multi-year extensions to the PPA where the Vendor and the City maintain the roles and responsibilities held during the PPA term with no substantive change to the site or equipment except for those in need of replacement. Electricity produced during such an extension would be expected to be sold to the City at a significant discount from the original PPA price.
  - An upgrade option that might include upgrading panels or equipment to increase system electricity production, presuming future technological advances with solar PV. The City should be notified of the details of such an upgrade by one year before the end of the active PPA term, with a final decision on such an upgrade being made by the City no less than 6 months before the end of the active PPA term.

The City intends to allow the Vendor to develop and maintain the solar-PV systems on City land subject to the terms of a separate license agreement. The license agreement will require the licensee to maintain adequate property insurance as determined by the city. The Vendor shall address any terms related to the licensing the City's property (if applicable) for the use of electricity production as part of the PPA terms. These agreements shall not restrict the City from accessing its land for normal operational use.

The PPA shall address the Vendor's protocol for fixing or replacing components of the solar PV system in events such as vandalism, damage due to nature, normal wear and tear, etc. and how this protocol will support the minimum production guarantee. The PPA shall also address the Vendor's overall plan for site maintenance.

The PPA must transfer all non-energy benefits of renewable electricity production including but not limited to system production capacity and Renewable Energy Credits (RECs) to the City, which are planned to be retained and retired in support of the City's climate goals. The PPA language should clearly explain the transfer process along with all documentation expected to be produced by the Vendor to justify transfers. The Vendor will be responsible for qualifying the project for RECs by seeking proper certification and any applicable ongoing administration to continue producing RECs and their transfer to the City.

The City will require a Maximum Financial Obligation article to be contained within the final PPA agreement. The Maximum Financial Obligation of the City shall be limited to those funds annually appropriated and authorized by the Columbus City Council to be expended. Exact language will be negotiated during contract finalization.

## **2.5. Utility Locating**

Provide surveying services as needed for site details and design development by a licensed surveyor. Request and review private and City-owned above and below ground utility data and records. Expose existing utilities as needed to verify location and resolve conflicts. Vendor must coordinate with site personnel to approve final placement.

## **2.6. Coordination with Site Operations / Laydown Areas**

The services described herein shall be performed in conformance with accepted professional engineering practices and in the style and manner set forth. All technical work performed by the Vendor during all parts of the project shall give first priority to the City's needs and constraints, including project function, operability, maintainability, scheduling, budget, administrative procedures, and coordinating as necessary with the Division's wholesale energy supplier. Work shall include understanding the current layout of the existing facility, understanding improvements currently under construction, considering the constructability and connectivity of future proposed projects within the facility, impacts to facility operations and maintenance, and maintaining the continuous operation of the facility during construction.

For wastewater treatment plants, the facility shall remain operational and in compliance with its National Pollutant Discharge Elimination System (NPDES) permit and Sludge Management Plan during construction. Design and construction sequencing shall be implemented in a manner that fully addresses this requirement.

## **2.7. Site Maintenance**

Ongoing site maintenance and access shall be defined and negotiated during PPA contract finalization and/or during license agreement phase. It is expected that site maintenance will be fully the responsibility of the Vendor and that final responsibilities will be defined in the license agreement process. The City acknowledges that site conditions may be critical to defining the final maintenance arrangement.

## **2.8. Future Site Access/Security**

The City shall have access to the project site. The Vendor will be responsible for security at the project site. Further details shall be defined and negotiated during PPA contract finalization and / or during license agreement phase. The Vendor will make all reasonable efforts to accommodate the City's needs to access the site for maintenance, upgrades, modifications,

and other normal operations. In the event that the City needs to make a modification to the site that would impact production or placement of the Vendor's equipment, the PPA should define the process that the City and the Vendor would undertake in such an event.

## **2.9. Engineering Source Documents**

Engineering Source Documents containing all information referenced in the preceding Scope of Services shall be required. Source documents shall include, but not be limited to project design drawings bearing the appropriate stamp by an Ohio licensed Professional Engineer/Architect for civil, architectural structural, geotechnical, electrical, and any other appropriate specialization area for the project. These design documents shall be delivered to the City at the 30%, 60%, 90%, and 100% design completion stages to allow for review and comment by the City and/or its agents before construction begins. All reviews will be completed electronically.

The original Engineering Source Documents shall be revised based upon "as-built" information furnished by the Vendor, which shall indicate the changes to the original drawings. Material deviations or changes from the Engineering Source Documents shall be noted by the Vendor's Professional Engineer and communicated to the City. Any changes must comply with all applicable regulatory, environmental, and other requirements. Revised Engineering Source Documents shall be provided to the City electronically.

Vendors must identify in their proposal those Professional Engineers who will be tasked with signing off on all documentation associated with this project and those electrical or other applicable contractors licensed to perform work in the state of Ohio who will be performing electrical work.

## **2.10. Meetings**

The Vendor shall allocate time to attend coordination/progress meetings with the City on a monthly basis or more frequently as project activity requires. The Vendor shall also allocate time to attend design review meetings with the City at each design milestones noted above. The Vendor shall take minutes at all meetings and distribute meeting minutes to all attendees.

### **3. Vendor Minimum Qualifications:**

In order to submit a proposal, the following minimum qualifications must be met.

**3.1. Financial Qualifications.** Financial qualifications should be provided as appendix to the proposal and do not count toward the overall page limit. The proposal shall clearly identify the names of the attached files that contain these qualifications. In the proposal, the Vendor shall also provide a summary narrative confirming that they meet these qualifications. Vendors must show their financial capacity to carry out the work. This will be determined by:

- Providing three total audited financial statements. One shall be for 2019 or the most recent financial year. The next two shall be for the two preceding financial years.
- A letter from a US financial institution confirming the Vendor's ability to secure a performance bond in excess of \$1,000,000.
- A letter confirming that the Vendor meets the City's minimum insurance requirements as detailed in Appendix D: Insurance Requirement.
- A narrative describing how past projects have been financed.

### 3.2. Previous Projects

Vendors must have designed, installed, operated, maintained, and monitored three or more solar PV projects in the five years preceding the date of this RFP, with at least 1 MW-DC output each, and that are currently in commercial operations.

### 3.3. Licensure and Certification

The Vendor and all subcontractors must be licensed to do business in the state of Ohio and in the City of Columbus prior to legislation.

### 3.4. PPA Experience

Vendors must have successfully completed construction and brought at least two solar PV system online under a Power Purchase Agreement (PPA) in the five years preceding the date of this RFP. Vendors must attach their standard Solar PPA to their response as an appendix to the proposal, and this will not count against the twenty-page limit.

## 4. Project Schedule:

A general outline of the procurement schedule has been provided below. The City will make every effort to hold this schedule but reserves the right to adjust this schedule as needed for any reason:

Deadline to Submit Questions:	August 19, 2020
Addendum Posted:	August 21, 2020
RFP Due:	August 28, 2020
Vendor Selected:	September 7, 2020
Scope Meeting / Contract Negotiations	September 2020
City Council Legislation	September 2020
Notice to Proceed	November 2020

5. **RFP Pre-Proposal Site Visits:** Pre-proposal site visits will not be held due to the ongoing pandemic. If there are additional site specific details that Vendors believe may be necessary to inform their proposal please submit these questions via the Bonfire website.

## 6. Proposal Submittal Instructions:

### 6.1 Proposal Submission

Proposals shall be uploaded to the Bonfire website at <https://columbus.bonfirehub.com/projects/view/29673>.

Proposals will be received by the City until 1:00PM Local Time on Friday, August 28, 2020. No proposals will be accepted thereafter.

Direct Proposals to:

<https://columbus.bonfirehub.com/projects/view/29673>. No hard copy proposals will be received nor considered.

## 6.2 Questions

Direct questions via e-mail only to:  
Contract Manager, [DPUCapitalRFP@columbus.gov](mailto:DPUCapitalRFP@columbus.gov)

No contact is to be made with the City other than with the Contract Manager through e-mail with respect to this proposal or its status. The deadline for questions is **August 19, 2020**. Answers to questions received will be posted on the City's Vendor Services web site by **August 21, 2020**.

## 6.3 Evaluation

Proposals will be evaluated in accordance with the enclosed selection criteria.

## 6.4 Proposal Format (only the following format will be accepted)

6.4.1 Proposals shall be formatted for letter-size (8.5" x 11") paper and shall include the information specified in 6.5.3.

6.4.2 Complete the required Proposal Signature Form. That document shall be signed by a person authorized to obligate the Offeror's firm and included as the front page of the Offeror's proposal. This does not count towards the page limit described in section 6.5.1.

6.4.3 Page numbers must be included at the bottom of each page.

6.4.4 Font must be at least 12 point

6.4.5 Appendix D contains an outline intended to guide responses.

## 6.5 Proposal Content

6.5.1 The Vendor shall limit the proposal to no more than twenty (20) total pages of information (e.g., text, graphics, etc.). A 'page' is one side of a sheet of paper with text, graphics, etc. If only one side of a sheet of paper has text, graphics, etc., then that is one page. If both sides of a sheet of paper have text, that is two pages. The proposal shall include the Proposal Signature Form, which is not counted in the twenty page limit. **No cover letter is required. However, if the Vendor chooses to include a cover letter, it will be considered a page of the proposal.** No appendices or additional information is acceptable. Appendix A and B should be completed and will not count toward the total page limit.

6.5.2 Provide information requested below in the order outlined or the proposal may be rejected.

6.5.3 Proposals must address each of the following subjects in the order specified below, using the headings provided. These elements correspond to the evaluation criteria noted in Section 7. Note that page breaks are not required between sections; however, section tab dividers will not be counted against the page total unless they contain text other than that necessary to identify the section.

Section A.      Local Workforce

Provide the location of the project team/firm including all subcontractors. Provide narrative describing the percentage of local workforce as outlined in Section 7.1

Section B.

Anticipated Project Team

Identify the Project Team, including sub-vendors, the percentage of work to be performed by each firm along with the address of each sub-vendor's office. Also include the contract compliance number (FID) and Office of Diversity and Inclusion (ODI) status.

Replicate the table below in your proposal, providing the requested information for each firm on your team.

Project Team				
Firm Name	Location	Contract Compliance No. (FID)	ODI Status	Percentage of Contract

Include an organizational chart showing key individuals that are assigned to the project including their home office location.

Address any minimum qualifications outlined in Section 3.

Project Manager. Present the education, experience, and availability of the Project Manager. Availability shall be indicated as hours per week on average.

Project Team. Present the education, experience, and availability of the key Team members. Availability shall be indicated as hours per week on average. Also include what the various firms will be assisting with on the project.

Address topics discussed in Section 7.2.

Section C.

Past Performance

Present the proposed Project Manager's and Project Team members' past performance on at least 3 specific projects relevant to this project. For each project identified include: Team member(s), project name, team members role in the past project, project owner and contact information, design contract amount, and the date the contract was awarded. Additionally, provide any applicable description of transfer of ownership of the renewable energy systems involved in the PPA. Projects with greater relevancy to this project will be given greater consideration.

Address topics discussed in Section 7.3.

Section D.

Understanding of the Project/Project Approach

Present the Vendor's understanding of the scope, challenges, and limits within the context of the project. Include an explanation

of public involvement, innovative approach, and cost containment measures for design and construction. Include schedule as provided on Appendix A.

Address topics discussed in Section 7.4.

Section E.      Environmentally Preferable Offeror  
Innovative/Green Approach – Description of green and innovative approaches with their impact on project scope, budget, and schedules. Where project applicable provide a description of the team’s experience with City of Columbus Stormwater Best Management practices (BMP).

Address topics discussed in Section 7.5.

## **7. Evaluation Criteria:**

### **7.1 Local Workforce (Maximum 10 points)**

The City of Columbus places a high value on talent in the Central Ohio region and emphasizes its use on City projects as much as possible. Ratings are as follows:

At least 90% of the Team’s project hours are assignable to City of Columbus location, or at least 90% of the Team’s project hours are assignable to the office location within Franklin County if office established prior to 1995. (10 points)

At least 75% of the Team’s project hours are assignable to City of Columbus location. (5 points)

At least 90% of the Team’s project hours are assignable to work in an office location within Franklin County, but outside Columbus Corporate Limits. (5 points)

At least 50% of the Team’s project hours are assignable to City of Columbus location (3 points)

### **7.2 Anticipated Project Team (Maximum 40 points)**

The score in this category is based on the training, education, experience, and availability of the individuals assigned to the project.

**7.2.1 Project Manager (15 points maximum).** Points will be awarded based on the education, experience, and availability of the proposed Project Manager. An example of the preferred Project Manager is someone with many years of local experience in the type of work that is to be performed on the project with a demonstrated history of managing projects, leading a team of professionals, and communicating with concerned citizens or groups. The proposed Project Manager shall be evaluated according to the following criteria:

**7.2.1.1 Education** – education consistent with the requirements of the project.

**7.2.1.2 Relevant Experience** – experience relevant to the type of project. Projects should be adequately described to enable the reviewer to determine the project scope, size and complexity.

- 7.2.1.3 Overall Experience – years practicing as a professional engineer, number of years with the lead firm, and number of years of experience with the type of work required by the project.
- 7.2.1.4 Communications Experience – experience working with citizens, neighborhood groups, utility companies and City departments. Specific examples should be given.
- 7.2.1.5 Availability – the number of hours of availability for the project per week.

7.2.2 Project Staff (25 points maximum)

Each project team member, other than the project manager, shall be evaluated according to their experience with similar projects and City of Columbus or other local experience. Teams with the most relevant experience with this type of project will receive more points, as explained above. Forming partnerships with other firms to create a stronger, better qualified Project Team also will receive more points. Points will also be awarded based on how the lead vendor expects to share the work with the other team members.

7.3 Past Performance (Maximum 15 points)

The Vendor should identify the proposed Project Manager and key staff's past performance on similar projects. Resultant scores shall be determined based on similar project experience as well as past performance on Department of Public Utilities projects. Scores will be based on quality of work, ability to meet deadlines, previous communication history, organizational skills, and the ability to maintain a project budget. The projects listed should have some correlation with the projects identified in the previous section for the experience of the Project Team. Firms with similar past projects and experience working together as a Project Team will receive more points.

7.4 Understanding of Project/Project Approach (Maximum 30 points)

The Vendor should demonstrate a thorough understanding of the project and how the Vendor's entire team will successfully execute the project. The score will be based on the completeness of the responses. The Vendor should make a clear presentation of how the project team is organized, their understanding of the project requirements, including the challenges and areas of risk and a detailed plan for execution.

Specifically, the Vendor's proposal must contain a narrative description tailored to the project, describing staff assignments and the approach the Vendor intends to take to complete the project. The proposal should identify unique characteristics of the project and the challenges those elements present as well as options to overcome those challenges.

Increased value is placed on innovative concepts that may save time or money or that will lead to a more successful project. These concepts should be well conceived, clearly defined, and demonstrate a thorough understanding of the project and best engineering practices.

7.5 Environmentally Preferable Vendor (Maximum 5 points)

The Vendor should give due consideration to unique and innovative approaches, particularly *green* elements in the project. The City is seeking an offeror who will assist the City by providing services that will have a lesser or reduced effect on human health and the environment. Such approaches shall be considered for feasibility and must

be clearly defined including their impact on project scope, budget, and schedule. Where applicable, the Vendor should show their use of green technology within the project and their experience with City of Columbus Stormwater Best Management practices (BMP). Further, indicate the team's commitment to sustainability and environmental awareness by listing policies and procedures that relate to (but are not limited to) conservation, pollution prevention and waste reduction.

**8. Selection Process:**

The Vendor Selection Committee shall evaluate the offerors strictly upon the submitted proposals and interviews of the offerors' clients. The Vendor Selection Committee is generally composed of at least three members, including a representative from the Office of Diversity and Inclusion (ODI). Committee members include representatives from the Department of Public Utilities Director's and Division Administration Offices and may, on occasions, include representatives from other City departments as appropriate.

Each proposal package received shall be evaluated, scored, and ranked according to the criteria described herein and the Vendor Selection Committee will make a recommendation to the Public Utilities Director for final determination. Offerors may be interviewed as a part of the process. Once the selection process is completed, the selected Vendor will be contacted by the Director's Fiscal Office to participate in a meeting to discuss the final scope of services. After successfully negotiating a contract, the Department of Public Utilities shall submit legislation to Columbus City Council requesting approval of the contract.