

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Solar Photovoltaic System

Issue Date: April 3, 2023

RFP Number: CML #23-012

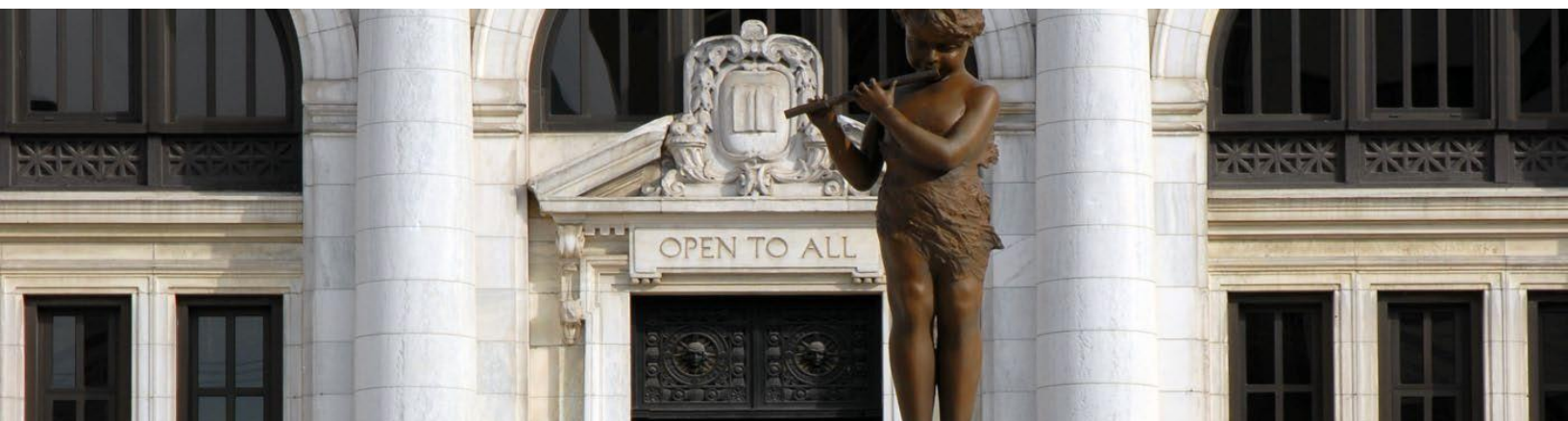
Issued by

Procurement Department 96 S. Grant Ave.
Columbus, OH 43215

Deadline for Submittal

April 26, 2023

No later than 12:00 NOON EST



REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) for the installation of Solar Photovoltaic (PV) Systems (“Project”). The RFP Identification Number is **CML #23-012**

Proposals must be received no later than **12:00 Noon EST on April 26, 2023**. Any Proposal (“Proposal”) arriving after 12:00 Noon will be considered late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted in writing no later than 5:00 p.m. seven (7) days prior to the proposal due date to procurement@columbuslibrary.org.

The Proposer (“Proposer”) declares to have read, understood, and affirms, by its signature below, to be bound by all the instructions, terms, conditions, and specifications of this RFP and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified goods or services at the prices proposed.

The Proposer certifies, by signature affixed to this “Request for Proposal Cover Sheet”, that the information provided in response to this RFP, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing proposal (Please print or type)	Title	
Proposer Name		
Mailing address		
City	State	ZIP
Telephone		
Contact Person		
E-Mail Address		
Authorized Signature (Original signature only) Please use Blue Ink.		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL

OVERVIEW

Columbus Metropolitan Library (CML) is soliciting proposals for six (6) solar photovoltaic (PV) systems to be set on the roof of select CML owned facilities (Project). The Project consists of designing and building a turnkey and fully operational behind-the-meter rooftop solar PV system. A kiosk connected to the data acquisition system will be mounted in each facility to provide real-time energy production values for public viewing.

CML intends to self-finance and wholly own the PV system. A power purchase agreement (PPA) is not being considered and proposals of such will not be considered.

The successful respondent will be required to provide operation and maintenance of the entire solar electric system for one (1) year from start-up of the solar PV system, the cost of which shall be included in the proposal. Proposers are asked to submit pricing to provide operation and maintenance of the entire solar electric system for years two (2) through five (5) of the solar PV system.

Respondents shall have demonstrated experience designing, planning, scheduling, permitting and constructing complete solar PV systems, have relationships with/knowledge of local utilities, provide project financial analysis and rebate support, providing system monitoring and maintenance, and have established onsite safety standards.

The Library further intends to make a single award as a result of the RFP. CML may consider multiple awards if it is determined to be in the best interests of the Library.

Proposers, either directly or through their subcontractor(s), must be able to provide all products/services and meet all of the requirements contained in this solicitation and the successful Proposer (the Contractor) shall remain responsible for Contract performance, regardless of subcontractor participation in the work ("Work").

PROJECT PARAMETERS

Site Locations

1. **Driving Park** - 1422 E. Livingston Ave., Columbus, OH 43205
2. **Dublin** - 75 N. High St., Dublin, OH 43017
3. **Karl Road** - 5590 Karl Rd., Columbus, OH 43229
4. **Northern Lights** - 4093 Cleveland Ave., Columbus, OH 43224
5. **Parsons** - 1113 Parsons Ave., Columbus, OH 43206
6. **Whitehall** - 4445 E. Broad St., Columbus, OH 43213

Description of Site: Existing roof plans, site plan, electrical one lines and building elevations are included as Exhibit A.

Description of Desired Solar System: Roof mount ballasted system with no roof penetrations. The solar PV panel or module type shall be disclosed by the Proposer. Sizing and selection shall be based on a favorable rate of return. Include inverter lifecycle replacement cost in the financial analysis.

The Proposer shall calculate the existing roof's additional structural load allowance and demonstrate that the proposed solar PV system installation will not exceed the roof capacity.

The electrical interconnection will occur behind-the-meter. The proposer will work in conjunction with the local utility provider, AEP Ohio for the six facilities, for net metering.

Proposer should coordinate with the roof installer/manufacturer to ensure that the system to be installed will not adversely affect the roof's warranty. Provide such assurances in writing.

Roof Installers:

- Driving Park – Kalkreuth Roofing & Sheet Metal, (740) 657-6400
- Dublin - Phinney Industrial Roofing and Sheet Metal, (614) 308-9000
- Karl Road - Kalkreuth Roofing & Sheet Metal, (740) 657-6400
- Northern Lights – Wolfrum Roofing and Exteriors, (614) 361-4227
- Parsons - Wolfrum Roofing and Exteriors, (614) 361-4227
- Whitehall - Kalkreuth Roofing & Sheet Metal, (740) 657-6400

Electrical Rates: CML electric generation is currently under contract with Direct Energy Business through June 2025 billing cycle. Electricity is supplied by AEP Ohio. When conducting financial analysis, use the current billing rates for the duration of the contract. For future rates use an energy cost escalation rate of 2.5%. Current electric bills are included as Exhibit B. Interval data will be posted as Exhibit C.

Operation & Maintenance: The Proposer shall provide a solar PV system designed for a 30 year expected life span of service.

Prevailing Wage: This Project is subject to the prevailing wage requirements stipulated by Chapter 4115 Wages And Hours On Public Works of the Ohio Revised Code.

1. Pay prevailing wages in accordance with Ohio Prevailing Wage Law.
2. The Contractor shall submit weekly certified payroll reports to the Authority's Prevailing Wage Coordinator.
3. Provide all employees with wage notification forms and submit executed copies to the Authority's Prevailing Wage Coordinator.
4. Otherwise, strictly comply with Ohio's Prevailing Wage Law.

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SCOPE OF WORK

Columbus Metropolitan Library (CML) is soliciting proposals from qualified solar providers for six (6) solar photovoltaic (PV) systems to be set on the roof of select CML owned facilities (the Project). The goal of this RFP is to identify a solar partner with the necessary experience to ensure a fully managed and well executed process. The successful respondent will have demonstrated experience financing, designing, planning, scheduling, permitting and constructing, interconnection of solar PV systems. Proposer is responsible for all permitting. Respondents must have worked with interconnection regulations, provide project financial analysis and have established onsite safety standards.

Design Guidelines

Proposer should consider the following guidelines when designing the solar system.

Roof-Mounted Solar

The proposer shall develop a design for a new solar PV system. It is the responsibility of the proposer to assess site topography and applicable attributes to estimate costs related to project installation. Proposer is responsible for securing the electrical and any other permits necessary to install a ballasted roof-mounted solar PV system.

- Mounting system shall be ballasted on the surface without roof penetration. Mounting system design needs to meet applicable local building code requirements with respect to snow, wind, and earthquake load factors, as well as setbacks.
- The Proposer shall calculate the additional structural load allowance of the existing roof and demonstrate the proposed solar PV system installation will not exceed the roof capacity.
- Solar PV arrays azimuth shall be designed to point in a direction and with such tilt as to maximize kWh performance for the site.
- System layout shall meet local fire department, code and ordinance requirements for roof access.
- System layout shall take into consideration maintenance access to roof mounted equipment such as HVAC, condensers, windows, drains, exhaust vents, etc.

Solar PV System Components

Proposals shall provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed safety and interconnection standards. All equipment components must be listed or recognized by an appropriate safety laboratory (e.g., Underwriter's Laboratory [UL]), and meet existing facility structural and fire safety requirements.

Solar PV modules shall be a commercial off-the-shelf product, shall be UL listed, and shall be on the California List of Eligible Photovoltaic Modules
<https://solarequipment.energy.ca.gov/Home/Index>.

Solar PV modules shall have a 25-year limited warranty that modules will generate no less than 80% of rated output under standard testing conditions (STC). Solar PV modules that do not satisfy this warranty condition shall be replaced.

System wiring shall be installed in accordance with the provisions of the NEC 2017.

Inverters shall be commercial off-the-shelf product, listed to UL 1741 and IEEE 1547, and shall

be on the California List of Eligible Inverters <https://solarequipment.energy.ca.gov/Home/Index>

The inverter(s) shall have at a minimum the following features:

- UL/ETL listed
- Peak efficiency of 96% or higher
- Inverters shall have operational indicators of performance and have built-in data acquisition and remote monitoring.

The inverter(s) shall be capable of parallel operation with the existing AC power. Each inverter(s) shall automatically synchronize its output waveform with that of the local utility upon restoration of power.

System Monitoring

All monitoring hardware and monitoring equipment shall be provided by the selected Proposer. The monitoring system should include a Bacnet compliant (Modbus compliant is second preference) system that can be integrated with the building automation system (BAS). CML exclusively utilizes Automated Logic WebCTRL as its BAS. For support contact EMCOR Services Automated Controls 614-529-7500. The BAS will include a monitor in the foyer that will show building energy consumption and renewable energy production. The system should display and analyze historical and live solar electricity generation data. Additionally, the regularly collected data should reflect, but not be limited, to the following:

- Average and accumulated output (daily, monthly and annual kWh/kW and total kWh)
- Air quality emissions averted (and real world equivalents conversion)

The system meters should be utility grade and tested for accuracy. Meters will be calibrated if in error by more than 2%.

Code Specifications

All power generation equipment must be UL listed for its designed use. Construction must comply with current adopted State Building Code, which includes: Ohio Building Code (OBC 2017), National Electric Code (NEC 2017).

Proposer Responsibilities

Proposer must meet the following requirements:

- The Proposer shall provide a complete and full functional installation, including the furnishing, installation, supervision, commissioning, maintenance or repair and operation of the solar PV system.
- The Proposer shall give notices, file plans, obtain permits and licenses, pay fees and back charges, and obtain necessary approvals from authorities having jurisdiction as required to perform work in accordance with all legal requirements and with Specifications, Drawings, Addenda, and Change Orders. CML shall be notified in advance of any submissions and be given reasonable opportunity to review any documents submitted to any third party on behalf of CML.
- Proposer shall be responsible for any tax obligations related to the projects.
- At all times during performance of this contract, until the work is completed and accepted, the Proposer shall directly superintend the work, and there must be a NABCEP certified contractor on site when any installation work is being conducted.
- The Proposer shall be responsible for all damages to persons or property that occurs as a result of the Proposer's fault or negligence.

- The Proposer shall verify and accept existing roof conditions with CML prior to installation. CML will review all roof details associated with the solar PV system, and the manner in which the roofing manufacturer requires those details to be executed to ensure warranty continuity.
- The Proposer shall at all times keep the work area, including storage areas, clean and orderly. Any waste, excess material or packaging shall be removed promptly and disposed or recycled properly.
- The Proposer is responsible for any damages to the existing roof systems and interior/exterior building systems and finishes and is responsible for the prompt repair of any damage to these systems, resulting from the work at the project at no additional cost to CML.

OPERATION AND MAINTENANCE OF SYSTEM

The successful respondent will be required to provide operation and maintenance of the entire solar electric system for one (1) year from start-up of the solar PV system.

Operations and maintenance services include:

- Cleaning inverter filters, if needed; look over all the solar PV modules, checking for possible breakage of the module glass; assess and correct any wire management issues, broken wire ties, and conduit repairs; clear any accumulated leaf/stick or vegetation debris caught up in the ballasted racking structures (i.e., clear roof drain paths); correct if any slip sheets are out of place or missing; spot check solar PV modules are securely fastened onto the ballasted racks; and check ballast material (i.e. patio block) for deterioration; and clean solar PV module glass, if necessary.
- Online monitoring and integration with the building automation system.
- The system meters should be tested for accuracy. Meters will be calibrated if in error by more than 2%.
- Performance monitoring, notification, and troubleshooting – must notify CML of an outage or decrease in system production.
- Corrective maintenance to mitigate any risk to the system or minimize down time.
- System Performance Reports that compares actual production to predicted production.
- Preventative maintenance and inspections to identify and fix problems before they occur, including infrared photography for hot spots, IV curve tracer tests (if applicable), manufacturer recommended maintenance, hardware torque checks, and other O&M measures.

DOCUMENTATION

The successful Proposer shall supply CML a digital set and two (2) hard copies of all Component Product Data/Specification Sheets and Component Operation and Maintenance manuals. The information shall be sufficient to evaluate and ensure appropriate O&M is being completed over the life of the system. Examples of components include solar PV modules, conduit, inverter, AC and DC disconnects, etc. Project as-built drawings including detail locations of all components shall be submitted within 30 days of system start-up.

WARRANTIES

The solar provider's standard system warranty coverage should cover modules, inverter, racking and workmanship.

- *Modules:* 25-Year Power Output will generate no less than 80% of rated output under standard testing conditions (STC). 10-Year Workmanship Limited Warranty.
 - *Inverter:* 10-Year Limited Warranty.
 - *Racking:* 10-Year Limited Warranty.
 - *Workmanship:* 1 Year Limited Warranty.
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PRE-BID CONFERENCE

A pre-bid conference will be held on **April 13 at the Karl Road Branch at 1 pm** to allow potential Proposers the opportunity to ask questions about this Project. The schedule below lists the dates and times for the Pre-Bid meeting and the six walkthroughs. Although the pre-Bid conference is not mandatory, attendance by any prospective Proposers is encouraged. Interested Proposers are asked to RSVP to procurement@columbuslibrary.org. An edited and annotated summary of the Pre-Bid conference will be published in the form of an addendum to the solicitation and will be available on the “Doing Business with Us” page of the Columbus Metropolitan Library website, www.columbuslibrary.org.

SITE VISIT

CML will provide proposers an opportunity walkthrough of the sites, per the schedule below, after the Pre-Bid Conference. If interested in the site walkthrough, please RVSP to procurement@columbuslibrary.org.

Site visit schedule:

Location	Date and time
Pre Bid Conference & Walkthrough 1 Dublin, Karl Road	Thursday, 4/13/2023 1 pm at Karl Road 3 pm at Dublin
Walkthrough 2 Northern Lights and Whitehall	Friday, 4/14/2023 1 pm at Northern Lights 3 pm at Whitehall
Walkthrough 3 Driving Park and Parsons	Monday 4/17/2023 11:30 am – Driving Park 1 pm Parsons

DIVERSITY

Columbus Metropolitan Library serves a diverse customer base and prefers service providers whose staff are representative of the diverse populations in the Central Ohio region. Certified Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), and/or Disadvantaged Business Enterprises (DBE) are encouraged to respond to this solicitation. All potential vendors are encouraged to propose project teams comprised of diverse professional staff.

A completed Proposer’s Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please complete Appendix B Proposer’s Diversity & Inclusion Participation Form or denote the omission of participation.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal for Work on the Project, the Proposer acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

Equal Employment Opportunity/Nondiscrimination. The Proposer agrees that if it is awarded a contract that in the hiring of employees for performance of work under the Contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates.

The Proposer further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

Ethics Laws. The Proposer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

PROPOSAL SUBMISSION REQUIREMENTS

1. Proposers are cautioned to carefully review all parts of the RFP. No allowance may be made for any error or negligence of the proposer.
2. Proposals are to be prepared in such a way as to provide a straightforward and concise description of the Proposer's capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Proposer's ability to perform all of the actions, activities, and functions described in this RFP.
3. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. The Proposer should minimize extraneous marketing materials.
4. Costs for developing the Proposal are entirely the responsibility of the Proposer and shall not be chargeable to the Library.
5. The Proposer must address all of the requirements listed in the Request for Proposal. All Bids must be emailed to procurement@columbuslibrary.org, with the Bid Identification Number **CML #23-012**, title, and Proposer name in the subject line of the email and the file names.

PROPOSAL SUBMITTAL

Each Proposer must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components – Technical Proposal and Cost Proposal in separate files.

Each Technical Proposal must be clearly labeled "**CML #23-012 Solar Photovoltaic System - Technical Proposal**".

Each Cost Proposal must be clearly labeled "**CML #23-012 Solar Photovoltaic System - Cost Proposal**".

IMPORTANT: Technical Proposals **must not** contain cost or pricing information.

PROJECTED TIMELINE

The projected timeline for this RFP process is provided below. The Library may, at its sole discretion, modify the schedule as necessary to allow for a thorough and complete analysis of responses.

Activity	Target Completion Date
Issuance of RFP	April 3, 2023
Pre-Bid Conference & Walkthrough 1 Dublin, Karl Road	Thursday, April 13, 2023 1 pm at Karl Road 3 pm at Dublin
Walkthrough 2 Northern Lights and Whitehall	Friday, April 14, 2023 1 pm at Northern Lights 3 pm at Whitehall
Walkthrough 3 Driving Park and Parsons	Monday, April 17, 2023 11:30 am – Driving Park 1 pm Parsons
Inquiry Period Ends	Seven (7) days before the proposal's due date – April 19, 2023
Final Response to Vendor Questions	Five (5) days before the proposal due date – April, 21, 2023
Due Date	April 26, 2023, 12:00 PM EST
Selection of Successful Proposer	TBA

CML reserves the right to modify this schedule at CML's discretion. Notification of changes in the response due date would be posted on the CML website or as otherwise stated herein. All times are Eastern Standard Time.

PROPOSAL FORMAT AND INSTRUCTIONS

Proposals will be accepted until the time indicated in the RFP. Times referenced herein are Eastern Standard Time. The Library is not responsible for any late mail or late special service deliveries. Each Proposer must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components – Technical Proposal and Cost Proposal in separate files.

Submission of a Proposal in response to this RFP is the Proposer's acknowledgment that subjective criteria may be used in the evaluation of Proposals. The award shall be made to the responsive and responsible Proposer determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor. CML will follow the Selection Process (in the following section) to choose a Proposal

TECHNICAL PROPOSAL REQUIREMENTS

To facilitate the comparison of Proposals, responses shall be organized into the following marked or tabbed sections:

Proposals must include a table of contents listing all sections:

1. Completed and signed Request for Proposal Cover Sheet
2. A cover letter, on the Proposer's letterhead, shall be submitted and shall include, but need not be limited to, the following information:
 - i. The signature of a person authorized to bind the Proposer legally to the extent of work and financial obligation outlined in its Proposal.
 - ii. A statement that the Proposal will be valid for 90 days.
 - iii. Identification of all the material enclosures submitted in response to this RFP.
 - iv. A summary of the submitted Proposal and a brief statement of the Proposer's qualifications to meet all requirements as described in this RFP.
3. Statement of the Proposer's particular abilities and qualifications to include, but not limited to:
 - i. Brief history of the company.
 - ii. Describe the core competencies, including the rationale as to why the Proposer should be selected for this project.
 - iii. The number of years the Proposer has been in business.
 - iv. Primary corporate location's address.
 - v. The geographical area of operations and professional affiliations.
 - vi. Overview of the ownership structure of the company.
 - vii. All alliances and/or strategic partnerships with other companies.
 - viii. Size and composition of the organization.
 - ix. Applicable licensing and certifications.
 - x. OSHA background, safety protocols and metrics.
 - xi. Quality Assurance/Quality Control documentation.
4. A description of the Proposer's staffing plan for the CML project, which shall include but shall not be limited to:
 - i. The name of each team member that will be assigned to this project and the role assigned for each location. Include a brief description of certifications, skills, and abilities of each team member.
5. Project experience include projects completed in the last 3 years similar in scope and size to the proposed project. Include project name, system size, module type, location and brief project description. Highlight companies permitting and interconnection experience with local utility.
6. Detailed summary of the proposed solution, which shall include but shall not be limited to:
 - i. The Proposer's Work Plan. The Work Plan must address exactly how the Proposer will provide all required services specified in this RFP.
 - ii. Technical Solution/Scope of Work: Describe your technical approach to the design and construction of the solar project including:

- Proposed physical layout with overall solar PV system rating in kW-AC, kW-DC.
 - Equipment details and specifications (i.e., spec sheets of solar PV module, inverter, AC or DC disconnect switches, and any other devices).
 - Description of where the point of interconnection (POI) is located and how grid interconnection requirements will be met.
 - Description of controls, monitors, and instrumentation to be used for the solar system.
- iii. The Proposer shall calculate the additional structural load allowance of the existing roof and demonstrate the proposed solar PV system installation will not exceed the roof loading capacity.
 - iv. Provide system production data showing the expected initial solar PV annual energy production in kWh by month compared to the site monthly energy usage. Identify and include any anticipated system degradation, shadowing or other impacts in the forecast. Use the current electric bills that are included as Exhibit B and/or interval data from Exhibit C for comparison. Provide data comparison for each site separately.
 - v. Provide annualized data showing the solar PV energy production in kWh compared to site energy usage over the 30 year life of the system. Identify and include anticipated system degradation, shadowing or other impacts in the forecast. Use the current electric bills that are included as Exhibit B and/or interval data from Exhibit C for comparison. Assume the site usage remains constant each year. Assume demand remain constant each year. Provide data comparison for each site separately.
 - vi. Provide data on the annualized greenhouse gas offset equivalents in metric tons of CO₂.
 - vii. Description of the proposed public monitoring solution.
7. Provide documentation of equipment warranties.
 8. Provide documentation of solar PV module equipment performance guarantees.
 9. Provide the proposed implementation schedule identifying key project milestone with dates. Include permitting, review periods, procurement timelines along with on-site construction and target startup dates for each location.
 10. A disclosure of all adverse information that may be publicly available, which shall include but shall not be limited to:
 - i. Lawsuits, judgments, liens, bankruptcies, or claims made against the proposer within five (5) years of the proposal due date.
 - ii. Debarment from entering into Contracts with the State of Ohio, any county in the State of Ohio, or any other government entity within five (5) years of the proposal due date.
 11. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether or not the Subcontractor is a certified woman- or minority-owned business. CML reserves the right to reject any Subcontractor not identified within the Proposer's response.

12. References - The Proposer shall provide at least three (3) references for engagements within three (3) years of the proposal submission date that are substantially similar to the scope of work outlined herein.
13. Include any other information documentation believed to be pertinent, but not specifically mentioned in this RFP, that may be useful and applicable to this project.
14. The proposer must include a completed W-9 Form.
15. The Proposer must provide a Certificate of Insurance (“COI”) with coverage per the terms provided herein and list CML as an Additional Insured. Waiver of Subrogation shall also apply and indicated on the COI.
16. A completed Diversity & Inclusion Participation Form – See Appendix B
17. Proposers are required to acknowledge the receipt of all RFP addenda by using the supplied “Acknowledgement of Addenda” form. Addenda to this RFP will be posted on the Columbus Metropolitan Library website: www.columbuslibrary.org/about/doing-business/ at least five (5) business days prior to the RFP opening. Proposers are responsible for any information provided in any and all issued addenda.
18. A list of all assumptions and exceptions to the specifications outlined in the RFP.

COST PROPOSAL REQUIREMENTS

Proposers shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Work. Costs should include all services, permitting and materials needed to complete the Project. Prices offered shall be all inclusive and shall remain fixed for the duration of the agreement. CML is a tax-exempt entity. Do not include any tax incentives, rebates, grants or other incentives in the cost proposal.

To facilitate the comparison of Proposals, responses shall be organized into the following marked or tabbed sections:

Cost proposals must include a table of contents listing all sections:

1. Provide turnkey pricing to design, permit, install and start-up a fully operational behind-the-meter rooftop solar photovoltaic (PV) systems. A kiosk connected to the data acquisition system will be mounted in each facility to provide real-time energy production values for public viewing. List pricing for each site separately using Appendix D – Cost Proposal Form. Include the installed cost for each site in \$/kW.
 - Driving Park - 1422 E. Livingston Ave., Columbus, OH 43205
 - Dublin - 75 N. High St., Dublin, OH 43017
 - Karl Road - 5590 Karl Rd., Columbus, OH 43229
 - Northern Lights - 4093 Cleveland Ave., Columbus, OH 43224
 - Parsons - 1113 Parsons Ave., Columbus, OH 43206
 - Whitehall - 4445 E. Broad St., Columbus, OH 43213
2. Provide an in depth capital investment analysis for each site separately.
 - a. Present year 1 and 30 year financial savings. Use the current electric bills that are included as Exhibit B and/or interval data from Exhibit C for comparison.
 - b. Assume the site usage remains constant each year.
 - c. Assume demand costs remain constant each year.
 - d. Present avoided costs, payback period, NPV and IRR

- e. Present levelized cost of energy (LCOE) for 30 years in kWh
 - f. Use a discount rate of 5.0%
 - g. Use and energy cost escalation rate of 2.5%
 - h. Do not include any tax incentives, rebates, grants or other incentives. CML is a tax-exempt entity
 - i. Identify and use the design solar PV degradation as part of the analysis
 - j. Include the replacement of the inverter at year 15
3. Provide pricing for Year one (1) operation and maintenance of the entire solar electric system. List pricing for each site separately.
 4. Submit pricing to provide operation and maintenance of the entire solar electric system for years two (2) through five (5) of the solar PV system. List pricing for each site separately.

RFP & PROPOSAL QUESTIONS

All questions regarding this RFP must be sent to procurement@columbuslibrary.org and must reference the RFP Identification Number and title of the RFP no later than **5:00 p.m. seven (7) days prior to the proposal due date. CML will post written responses to all properly received questions no later than five (5) days prior to the proposal due date.**

Answers to all questions will be documented and posted on the “Doing Business With Us” page of the Library’s website at <https://www.columbuslibrary.org/doing-business/>

SELECTION PROCESS EVALUATION OF PROPOSAL

Proposals will be evaluated by selection committee members. The selection committee will rate the proposals submitted in response to the RFP as identified in the criteria section below. The selection committee has a right to break the technical proposal criteria into components and weigh any components of the criterion according to their perceived importance.

The selection committee may also have the proposals or portion of them reviewed and evaluated by independent third parties or various CML personnel with technical or professional experience that relates to the work or to a criterion in the evaluation process. The selection committee may also seek reviews of end users of the work. In seeking such reviews, evaluations, and advice, the selection committee will first decide how to incorporate the results in the scoring of the proposals. The selection committee may adopt or reject any recommendations it receives from such reviews and evaluations.

During the selection process, CML may request clarification from any vendor under active consideration and may give any vendor opportunity to correct defects in its proposal if CML believes doing so does not result in an unfair advantage for the vendor and it is in the best interest.

CML may elect to conduct interviews with selected respondents to ask questions or for more detail on the proposed project. CML reserves the right to seek supplemental information from any respondent at any time after official proposal opening and before award. This will be limited to clarification or more detail on information included in the original proposal.

Should the selected firm fail or refuse to execute the project documents, CML reserves the right to accept the proposal of the firm offering the next best value to CML.

CRITERIA

Proposals will be evaluated using the evaluation tool set forth in Appendix A.

CONTRACT AWARD

The Library is not, by virtue of issuing this RFP, obligated to enter into a Contract and reserves the right to not issue a Contract as a result of this solicitation.

CML will enter into negotiations with the Proposer with the highest composite score following the final technical scoring by the evaluation committee. The selected Proposer will be invited to negotiate a contract with CML. The contents of the selected proposal, together with the RFP and any formal questions and answers generated during the proposal process, will be incorporated with and made part of the final contract as developed by CML. Should negotiations fail to result in a signed contract within thirty (30) days, CML reserves the right to terminate negotiations and select the Proposer whose proposal is determined to be the next most advantageous to CML.

All Proposers that respond will receive a notification if they have been selected or not.

Columbus Metropolitan Library Standard Contract Terms and Conditions

Contract Components. Entirety. Changes Interpretation

Contract Components: This contract consists of this document, the Standard Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications or scope of work (SOW), and any written amendments to this document, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the "Contract").

Entire Agreement; Parties to the Contract: This contract is the entire agreement between the individual or entity selected to provide equipment, supplies, and/or services on the basis of an SOW submitted to CML in response to a request (referred to as the Contractor in these Terms and Conditions) and Columbus Metropolitan Library (CML).

Contract Changes: Waivers, Changes, or Modifications to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any item of this Contract, the party has not waived or relinquished any of its rights; the party may at any later time demand strict and complete performance of the term.

Contract Orders: CML will order supplies or services under this Contract from the Contractor directly. The Contractor may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML. The Contractor is not required to fill an order date more than 30 days beyond the date of Contract expiration, termination, or cancellation unless the Contract provides for a quarterly delivery or quarterly service. Under a Contract that provides for quarterly delivery, the Contractor is not required to fill an order with a delivery date of more than 90 days beyond the date of Contract expiration, termination or cancellation.

Standard Invoice and Payment

Invoice: The Contractor shall submit invoices to accountspayable@columbuslibrary.org. The invoice must be a proper invoice to receive consideration for payment. A "proper Invoice" is defined as being free of defects, discrepancies, errors, or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy.

Payment: In consideration of the Contractor's performance, CML will pay the Contractor at the rate specified in the contract. *Payments will be made by electronic funds transfer (EFT).* For all transactions, the Contractor must have a valid W9 form on file with the Finance Department. The completed form should be mailed to Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

Payment Due Date: CML will pay invoices 30 days after it has received an invoice for supplies and services it has received and accepted unless otherwise indicated herein.

Taxes: Columbus Metropolitan Library is exempt from all federal, state, and local taxes. CML is a political subdivision of the State of Ohio and is IRS 501(c)(3) exempt.

Term of Contract: This contract is effective upon the projected beginning date of the Contract Cover Page or upon signature of CML by the Fiscal Officer, whichever comes later in time. This Contract will remain in effect until the Contract is fully performed by both parties or cancelled in accordance with the Terms found herein.

Contract Renewal: This contract may be renewed solely at the discretion of CML for a period of one month. Any further renewals will be by agreement of both parties, any number of times for any period of time. The cumulative time of all renewals may not exceed two years.

Delivery

F.O. B. The Place of Destination: The Contractor must provide the supplies or services under this Contract F.O.B., the place of delivery/destination, unless otherwise stated. The address of delivery will be specified by the purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

Time of Delivery: If the Contractor is not able to deliver the supplies or services on the date and time specified by CML ordering department on the ordering document, the Contractor must coordinate an acceptable date and time for delivery. If the Contractor is not able to, or does not, provide the supplies or services to an ordering department by the time and date agreed upon, CML may obtain any remedy provided below or any other remedy at law.

Minimum Orders-Transportation Charges: For purchase orders placed that are less than the stated minimum order, the transportation will be prepaid and added to the invoice by the Contractor to the delivery location designated in the ordering documents. Shipment is to be made by private or commercial freight service, airmail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing CML the difference between the most economical mode of transportation and the mode of transportation used by the contractor. Failure to reimburse CML shall be considered a default.

Contract Cancellation: Termination: Remedies

Contract Cancellation: If a Contractor fails to perform any one of its obligations under this Contract, it will be in default, and CML may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by CML.

- A. **Contract Performance is Substantially Endangered:** If the Contractor's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Contractor.
- B. **Cancellation by Unremedied Default:** If a Contractor's default may be cured with a reasonable time, CML will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If Contractor fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Contractor. If CML does not give timely notice of default to Contractor, CML has not waived any of its rights or remedies concerning the default.

- C. Cancellation by Persistent Default: CML may cancel this Contract by written notice to Contractor for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Contractor of its third default, CML may cancel this Contract without providing Contractor with an opportunity to cure, if the Contractor defaults a fourth time. CML shall provide written notice of the termination to the Contractor.
- D. Cancellation for Financial Instability: CML may cancel this Contract by written notice if Contractor does not pay its subcontractors and material suppliers within 10 days of payment to the Contractor by CML. To the extent permitted by law, CML may cancel this Contract by written notice to Contractor if a petition in bankruptcy or similar proceedings has been filed by or against the Contractor.

Contract Termination: CML may terminate this Contract for convenience after issuing 30 days written notice to the Contractor.

Remedies for Default:

- A. Actual Damages. The Contractor is liable to CML for all actual and direct damages caused by the Contractor's default. CML may buy substitute supplies or services, from a third party, for those that were to be provided by the Contractor, and CML may recover the costs associated with acquiring substitute supplies or service, less any expenses or costs saved by the Contractor's default, from the Contractor.
- B. Deduction of Damages for Contract Price. CML may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the Contract, after CML has provided prior written notice to Contractor of such default and intent to deduct damages from the Contract Price.

Force Majeure: If CML or Contractor is unable to perform any part of its obligation under this Contract by reason of force majeure, the party is excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather; explosions; arrests; restraint of government and people; strikes; and any other like events or any other cause that could not be reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

CML Consent to Assign or Delegate: The Contractor may not assign any of its rights under this contract unless CML consents to the assignment or delegation in writing. Any purported assignment or delegation made without CML's written consent is void.

Indemnification: Contractor will indemnify CML, its employees, members of the Board of Trustees, and its Officers and administrators for any and all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the Contractor's performance under this Contract, including the performance by Contractor's employees and agents and any individual or entity for which the Contractor is responsible.

Confidentiality: Contractor may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Contractor may not disclose

any information obtained by it as a result of the Contract without written permission from CML. Contractor must assume that all CML information, documents, data, records or other material is confidential.

Publicity: Contractor and any of its subcontractors may not use or refer to this Contract to promote or solicit Contractor's or subcontractor's supplies or services. Contractor and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by CML.

Governing Laws; Severability: The Laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

Workers Compensation: The Contractor shall carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio. Failure to maintain Workers Compensation Liability Insurance for the duration of the contract and any renewal hereto will be considered a default.

Automobile and General Liability Requirements: During the term of the Contract and any renewal hereto, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Procurement Department within seven (7) calendar days after notification by the CML of its selection of the Contractor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period may result in the Contractor being considered in default. Said certificates are subject to the approval of the CML Procurement Manager and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Procurement Manager. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals, thereto may be considered a default.

Automobile Liability: Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Contractor. Any Contractor, broker, or subcontractor who will be on CML property, but not delivering goods or performing services, is required to carry Automobile Liability Insurance that complies with the state and federal laws regarding financial responsibility. Automobile liability insurance, including hired, owned, and non-owned vehicles used in connection with the Work, shall have a combined single limit coverage covering personal injury, bodily injury (including death) and property damage of not less than \$2,000,000 per accident.

Commercial General Liability: Insurance coverage with a \$2,000,000 annual aggregate and \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall

designate CML as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit of \$2,000,000. If the Contractor uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It is agreed upon that the Contractor's commercial general liability insurance shall be primary over any other coverage. The Procurement Department reserves the right to approve all policy deductibles and levels of self-insurance retention

Contract Compliance: The participating CML branches and departments will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If a branch or department observes any infraction such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction, the department/branch will notify the Procurement Department in order to resolve the issues. These terms and conditions will be used by the Procurement Department to resolve the issues

Warranties: Unless otherwise stated, all supplies shall be new and unused. All products shall carry manufacturer's warranties in addition to implied warranties. The Contractor warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and be in compliance with the contract specifications.

ADDITIONAL TERMS:

1. This Contract represents the entire agreement of the parties hereto, and may not be amended except in writing signed by both parties.
2. All times referenced herein are Columbus, Ohio local times.
3. *CML is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by CML.*
4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please fill out the form and return with the signed contract to the Procurement Department of the Columbus Metropolitan Library at 96 S. Grant Avenue, Columbus, OH 43215 or email: procurement@columbuslibrary.org.

Appendix A
Solar Photovoltaic System - RFP Number: CML #23-012

EVALUATION TOOL

<u>Responsiveness Criteria</u>	<u>Criteria Weight</u>	<u>Score (0-5)</u>	<u>Extended Score</u>
Technical Evaluation			
1. Quality and comprehensiveness of the Contractor's response	30		
2. Quality and comprehensiveness of the Contractor's work plan, technical approach and operational efficiency	60		
3. Review of the contractor's staffing plan and project team	20		
4. Review of experience on projects of similar size and scope	20		
5. Implementation schedule	10		
Criteria Weight	700		
Weighted Technical Score			
Cost Evaluation			
Installed cost, \$/kW, LCOE \$/kWh, ROI			
Criteria Weight	300		
Weighted Cost Score			
Total Composite Score (Weighted Technical Score + Weighted Cost Score)			

Criteria Weight x Score = Extended Score

Members of the evaluation committee will utilize the evaluation form in Appendix C and apply the scoring formula outlined below:

Zero	(0)	Unsatisfactory	Does not conform to requirements.
One	(1)	Poor limited manner.	Conforms to requirements in a
Two	(2)	Satisfactory limitations	Generally meets requirements with.
Three	(3)	Good	Meets requirements as written.
Four	(4)	Excellent written	Meets and generally exceeds requirements as.
Five	(5)	Outstanding	Exceeds requirements in all aspects.

Appendix B
Solar Photovoltaic System - RFP Number: CML #23-012
Proposer's Diversity & Inclusion Participation Form

A completed Proposer's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Form of Proposal or Bid Form.

_____ ("Proposer") submits the following information regarding its levels of DBE/MBE/WBE Participation:

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Proposer will use for its work on the Project. (Continue list on additional sheets of paper if necessary.)

Name of Subcontractor / Supplier	MBE or WBE	Subcontract Amount
1.		\$
2.		\$
3.		\$
4.		\$
	A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS	\$
	PROPOSED TOTAL	\$
	B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)	%

The Proposer's commitment to total workforce hours for Minority Workforce participation in the project is: _____%.

The Proposer's commitment to total workforce hours for Women Workforce participation in the project is: _____%.

I certify under penalty of perjury that the forgoing and/or attached statements and information are true and correct. The undersigned will immediately notify the Owner in the event that any of the information provided in this Diversity & Inclusion Participation Form changes in any material way.

By: _____

_____ Date: _____ Print Name and

Title: _____

***If the Proposer does not indicate that it has achieved the Diversity & Inclusion Participation Goal set forth in the Instructions to Proposers, the Proposer must attach to this Form, a narrative, including exhibits, demonstrating and certifying that good faith efforts, as set forth in the Instructions to Proposers, were actively and aggressively undertaken by the Proposer, to reach such goals.**

Appendix C
Solar Photovoltaic System - RFP Number: CML #23-012
Acknowledgment of Addenda

Project Description: Solar Photovoltaic System

Instructions: The respondent is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the respondent's acknowledgment of the receipt of the Addenda to this solicitation which may have been issued by the CML prior to the Proposal's Due Date and Time.

Part I: Check Box if Applicable:

Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum # 1, dated: ____/____/____ Addendum # 2, dated: ____/____/____

Addendum # 3, dated: ____/____/____ Addendum # 4, dated: ____/____/____

Addendum # 5, dated: ____/____/____ Addendum # 6, dated: ____/____/____

Part II:

Check Box if Applicable: NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS COMPETITIVE SEALED BID.

NOTE: THE PROPOSER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Authorized Representative:

Name: _____

Signature: _____

Title: _____

Date: _____

Appendix D - Cost Proposal Form

Solar Photovoltaic System RFP Number CML 23-012

Location: _____

Type:	Unit Price (\$/kW)	System Size (kW)	Extended Price (\$)
Equipment Pricing as described in #1 Cost Proposal Requirements			
Year 1 Operational and Maintenance Cost:			
Total:			
Year 2-5 Operational and Maintenance cost (optional):			

Please provide a detailed Capital Investment Analysis per #2 in the Cost Proposal Requirements. Please attach more pages as needed.

Company Name: _____

Please create one form for each site and follow the directions in the Cost Proposal Requirements included in the RFP.