

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Solar Photovoltaic System

Issue Date: April 16, 2026

RFP Number: CML #26-007

Issued by:

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

Deadline for Submittal:

May 11, 2026
No later than 12:00 NOON ET



REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (CML or Library or Owner) is issuing this Request for Proposal (RFP) for Solar Photovoltaic System. The RFP Identification Number is **CML #26-007**.

Proposals must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org **no later than 12:00 pm on May 11, 2026** ET. Any Proposals (“Proposals”) arriving after 12:00 pm will be marked late and will receive no consideration for selection to provide the specified services. The Library reserves the right to waive any defect or technicality in any proposal received or to eliminate any firm that submits an incomplete or inadequate proposal or that is not responsive to the requirements of the RFP.

All questions or requests for clarification must be submitted to in writing via email to procurement@columbuslibrary.org no later than 5:00 pm, **April 30, 2026**. All questions will be answered in the form of an addendum and posted on the “Doing Business With Us” webpage of the Library’s website at www.columbuslibrary.org/doing-business. Library responses will be posted on or before May 4, 2026.

Respondents are responsible for accessing, reviewing, and acknowledging any addenda in accordance with this RFP prior to submitting a Proposal. CML shall not be held liable for technical or other issues or obstructions.

The Respondent declares to have read and understood and agrees 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 services at the prices proposed.

The Respondent certifies, by signature affixed to this Request for Proposal Cover Sheet, that the information provided by it in response to the RFP, including certified statements, is accurate and complete. By submitting a response to this Request for Proposal , the Proposer acknowledges that it complies with applicable federal, state, and local laws and regulations.

Federal Taxpayer Identification Number (TIN)		
Name of Person Signing the Proposal	(Please print or type)	Title
Proposer Name		
Mailing address		
City	State	ZIP
Telephone		
Contact Person		
E-mail address		
Authorized Signature (Original signature or DocuSign accepted)		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL.



INTRODUCTION & REQUIREMENTS

SUMMARY

Columbus Metropolitan Library (CML) is soliciting proposals for one (1) solar photovoltaic (PV) system to be set on the roof of a select CML owned facility (Project). The proposal will provide cost and payback analysis for two (2) locations determined by CML. One site will be selected for installation. 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.

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. **Linden** – 2223 Cleveland Ave., Columbus, OH 43211
2. **Marion-Franklin** - 2800 Lockbourne Rd., Columbus, OH 43207

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



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. System sizing shall be designed to a nominal 50kW size system.

Inverters shall be Solar Edge brand and linked to CML's existing monitoring account. Include inverter manufactures extended warranty of 20 years.

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, for net metering. AEP Ohio at Linden and City of Columbus Division of Power at Marion-Franklin.

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:

- Linden – Chemcote, (614)-792-2683
- Marion-Franklin – Chemcote, (614)-792-2683

Electrical Rates: Linden electric generation is currently under contract with Direct Energy Business through June 2028 billing cycle. Marion-Franklin electricity is supplied by City of Columbus Division of Power.

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 Appendix F.

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.



SCOPE OF WORK

Columbus Metropolitan Library (CML) is soliciting proposals from qualified solar providers for one (1) solar photovoltaic (PV) system to be set on the roof of a select CML owned facility (the Project). The proposal will provide cost and payback analysis for two (2) locations determined by CML. One site will be selected for installation.

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, nominally sized at 50 kW.

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

The system must be capable and connected to 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
- 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*: 20-Year Limited Warranty.
- *Racking*: 10-Year Limited Warranty.
- *Workmanship*: 1 Year Limited Warranty.



PROPOSAL SUBMISSION INSTRUCTIONS

By submitting a Proposal, the Proposer acknowledges that they have reviewed and will comply with all specifications and attachments included in the proposal documents. No allowance may be made for any error or negligence of the Proposer.

PROPOSAL SUBMISSION REQUIREMENTS

1. Proposals must present a straightforward, concise description of the Proposer's capabilities and provide sufficient information to demonstrate their ability to perform all requirements of this RFP.
2. Proposals should prioritize adherence to RFP instructions, responsiveness to requirements, completeness, and clarity, while minimizing extraneous marketing materials.
3. All costs associated with preparing the Proposal are the sole responsibility of the Proposer and may not be charged to the Library.
4. The Proposer must address all requirements in the RFP. All Proposals must be emailed to procurement@columbuslibrary.org with the Proposal Identification Number CML #26-007, the title, and the Proposer's name in both the email subject line and file names.
5. Each Proposer must submit both a Technical Proposal and a Cost Proposal, provided as two separate files, one for the Technical Proposal and one for the Cost Proposal.
 - a) The Technical Proposal file must be clearly marked "**CML #26-007 - Technical Proposal**".
 - b) The Cost Proposal package must be clearly marked "**CML #26-007 – Cost Proposal**".

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

Technical Proposal Requirements:

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

1. Table of Contents listing all sections.
2. Optional - Executive-level summary of the proposed solution(s)
3. **Cover Letter** - The Proposer shall submit a cover letter on company letterhead that includes the following:

- a) The signature of an individual authorized to legally bind the Proposer to the scope of work and financial obligations outlined in the Proposal.
- b) A statement confirming the Proposal will remain valid for 90 days.
- c) A brief summary of the Proposal and the Proposer's qualifications to meet the requirements of this RFP, including:
 - i) The names of individuals involved in preparing the Proposal and their relationship with the Proposer.
 - ii) The name, address, email address and telephone number of the primary contact for Proposal-related inquiries.

4. **Project Management, Staffing, and Firm Qualifications:**

- a) **Statement of Firm Qualifications:** Each Proposal shall include a Statement of Firm Qualifications that describes the Proposer's experience, capabilities, and organizational background. At a minimum, this section must include the following:
 - i) A summary of the Proposer's qualifications, core competencies, and specific capabilities relevant to the requested services, including a description of products and services offered.
 - ii) A brief overview of the company, including its history, number of years in business, ownership structure (public or private), size and organizational composition, and approximate number of customers served.
 - iii) A description of the Proposer's geographic areas of operation, relevant professional affiliations, and any alliances or strategic partnerships.
 - iv) Applicable licensing and certifications.
 - v) OSHA background, safety protocols and metrics.
 - vi) Quality Assurance/Quality Control documentation.
- b) **Project Overview ("Work Plan"):** The Work Plan shall provide a detailed explanation of how the Proposer will deliver all aspects of the Project. It must clearly describe the approach for providing each required service identified in this RFP, including, but not limited to, the Scope of Services.
- c) **Description of Services and Staffing ("Staffing Plan") and Equipment:** The Proposer shall submit a description of its proposed staffing and/or equipment plan for the CML project. At a minimum, this section must include the following:
 - i) A summary of the proposed project team, identifying each team member assigned to the project, their role (by location, as applicable), and a brief description of relevant experience, certifications, skills, and abilities.

- ii) Disclosure of any publicly available adverse information within the five (5) years preceding the Proposal due date, including, but not limited to, lawsuits, judgments, liens, bankruptcies, claims, or any debarment by the State of Ohio, any Ohio county, or other governmental entity.
 - d) **Subcontractor Use:** Identification of any proposed Subcontractors, if applicable. CML reserves the right to reject any Subcontractor not identified in the Proposer's response.
5. 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:
 - 1. Proposed physical layout with overall solar PV system rating in kW-AC, kW-DC; (nominal design size of 50kW).
 - 2. Equipment details and specifications (i.e., spec sheets of solar PV module, inverter, AC or DC disconnect switches, and any other devices).
 - 3. Description of where the point of interconnection (POI) is located and how grid interconnection requirements will be met.
 - 4. 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 Appendix F 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 Appendix F 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.
 - b) Provide documentation of equipment warranties.
 - c) Provide documentation of solar PV module equipment performance guarantees.
 - d) 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.
6. Three (3) references for projects similar to that outlined in the specifications completed within three (3) years of the date of the RFP submission.
 7. **Signed and completed Cover Sheet**
 8. **Appendix B - Acknowledgment of Addenda Form completed.**
 9. **Appendix C - Small and Emerging Business Enterprise Form completed.**
 10. W-9 Form
 11. The Offeror 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 be indicated on the COI.
 12. A list of all assumptions and exceptions to the specifications outlined in the RFP.
 13. Include any additional information or documentation that, while not specifically requested in this RFP, may be relevant and beneficial to the project.

Cost Proposal Requirements:

Please include the completed Appendix A – Price Proposal Form in full.

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.

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. With connectivity to an existing kiosk mounted in each facility to provide real-time energy production values for public viewing. List pricing for each site separately using Appendix A – Price Proposal Form. Include the installed cost for each site in \$/kW.
 - a. Linden – 2223 Cleveland Ave., Columbus, OH 43211



- b. Marion Franklin - 2800 Lockbourne Rd., Columbus, OH 43207
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 Appendix F 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 20
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.

Evaluation will consider the clarity and completeness of the cost proposal, the alignment of proposed costs with the Scope of Work, and the overall value offered, which may not necessarily be the lowest cost.

ADDITIONAL INFORMATION

1. **Addenda** - Any addenda to this RFP will be posted on the Columbus Metropolitan Library's website at: www.columbuslibrary.org/about/doing-business. Proposers are responsible for reviewing and incorporating all information contained in any issued addenda.
2. **Invoicing and Payment** - Proper and complete invoices will be paid within thirty (30) days of receipt. Invoices must itemize the services provided, include service dates and detailed costs, and be submitted on company letterhead to the email address specified on the Library's purchase order. Refer to the Terms and Conditions for additional payment requirements.
3. **Time References** - All times referenced in this RFP are Columbus, Ohio local time.
4. **Tax-Exempt Status** - Columbus Metropolitan Library is a tax-exempt entity.
5. **Proposal Evaluation** - Submission of a Proposal constitutes acknowledgment that subjective criteria may be used in the evaluation process. The award will be made to the responsive and responsible Proposer whose submission is determined to be most advantageous to the Library. While price is an important factor, it will not be the sole determining factor.



TIMELINE

PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on **April 28, 2026, at 1:00 PM ET** at the Marion-Franklin Branch. Although the pre-proposal meeting is not mandatory, attendance by any prospective Proposer is encouraged. Interested Proposers should send email addresses of those who wish to attend the meeting by RSVP to procurement@columbuslibrary.org. An edited and annotated summary of the pre-proposal meeting 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, <https://www.columbuslibrary.org/doing-business/>

Each Proposer will be deemed to have actual knowledge of all information provided or discussed at the pre-proposal submission meeting.

SITE VISITS

CML will provide Proposers an opportunity to walk through the sites, per the schedule below, after the pre-proposal meeting. If interested in the site walkthrough, please RSVP at procurement@columbuslibrary.org.

- Marion-Franklin Branch – immediately following pre-proposal meeting
- Linden Branch at 3 PM

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 PM on April 30, 2026. CML will post written responses to all properly received questions on or before May 4, 2026.

Answers to all questions will be documented and posted on the “Doing Business with Us” page of the Library’s Web site at www.columbuslibrary.org/about/doing-business.

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 Inquiry Period Begins	April 16, 2026
Pre-Proposal Meeting & Site Visits	Meeting: April 28, 2026, at 1:00 PM Marion-Franklin Site Visit: After Meeting Linden Site Visit at 3:00 PM
Inquiry Period Ends – Questions Due	April 30, 2026
Final Response to Vendor Questions	May 4, 2026
Due Date	May 11, 2026, at 12:00 PM ET

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 Time.

PROPOSAL EVALUATION

Selection Criteria

Proposals will be evaluated by a selection committee using the criteria outlined in Appendix D – Evaluation Matrix. The Library may request additional information, conduct interviews, or require presentations from one or more proposers as part of the evaluation process. The award will be made to the firm whose proposal is determined to be the most advantageous to the Library, considering all evaluation factors.

CML will form an evaluation committee to review and evaluate proposals. The evaluation criteria are included in Appendix D – Evaluation Matrix. The following criteria weights will be assigned:

- a) Total Cost – 300 Points
- b) Firm’s Quality & Comprehensiveness of Response – 150 Points
- c) Firm’s Quality & Comprehensiveness of Work Plan, Technical Approach & Operational Efficiency – 300 Points
- d) Firm’s Staffing Plan & Project Team – 100 Points
- e) Firm’s Experience on Projects of Similar Size & Scope – 100 Points
- f) Firm’s Implementation Schedule – 50 Points

Total Allowable Points – 1000 points

CML may request additional information, conduct interviews, or invite any or all Proposers to present an oral presentation on their technical and/or price submission specifics. Proposers will be provided with sufficient notice to prepare.



Members of the CML evaluation committee may choose to retain their original technical score following the oral presentation or may choose to re-score any or all Proposers following oral presentations. The final score will be collected and recorded by the CML procurement staff.

Evaluation of Proposer’s Proposal:

Members of the CML evaluation committee will utilize a zero (0) to five (5) scale to evaluate each proposal. Members of the evaluation committee will apply the scoring formula outlined below:

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

Members of the CML evaluation committee will review the completeness and comprehensiveness of all proposals. CML will place emphasis on the quality and comprehensiveness of the proposal, including the understanding of the requirements by the Proposer, Proposer’s qualifications, quality of the proposed solution, organizational history and capacity, experience, and references.

Evaluation of Proposer’s Cost Proposal:

CML will rank costs on a relative basis to determine the cost score. The Proposer’s cost score will be assigned in the following manner:

$$\text{(Lowest Responsive Price Proposal / Cost of Proposer’s Proposal Submission)} \times 300 \text{ Points} = \text{Total Cost Score}$$

Example:

$$\text{(Lowest Responsive Price Proposal (\$100,000) / Proposer Proposal Submission (\$110,000))} \times 300 \text{ Points} = 272 \text{ Points (of a possible 300).}$$

The Total Composite Score will be comprised of the Technical Proposal Score + Cost Score which will not exceed 1,000 points.

The final decision will be based on the overall RFP response that is deemed most advantageous to the Library, based on the information provided.

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 Proposer's that respond will receive notification if they have been selected or not.



Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of the complete Request for Proposal (RFP), including the Instructions and Interpretations to Proposer, the Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications, and any written addenda to the RFP; the completed sealed written Proposal, including proper modifications, clarifications and samples; and applicable, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the "Contract"). The terms solicitation and Request for Proposal (RFP) have similar meaning and are used interchangeably, where appropriate.

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 a Proposal submitted to CML in response to an RFP (referred to as the "Vendor" or the "Contractor" in these Terms and Conditions) and Columbus Metropolitan Library (CML). References to "Vendor" in any of the contract components are deemed to refer to the Vendor or Contractor selected to provide the specified equipment, supplies and/or services that are the subject of the Contract.

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 products, supplies or services under this Contract from the Vendor directly. The Vendor will receive purchase orders electronically.

Subcontracting: The Contractor may not enter into subcontracts for the Work after award without written approval from CML. The Contractor will not need CML's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the Contract.

CML's approval of the use of subcontractors does not mean that CML will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold CML harmless for and will indemnify CML against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, CML will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.



If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record-keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages CML in any way, the Contractor will indemnify CML for the damage.

Standard Invoice and Payment

Invoice: The Vendor shall submit invoices to Accounts Payable, Finance Department via email at 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 Vendor noting the areas of discrepancy.

Payment: In consideration for the Vendor's performance, CML will pay the Vendor as invoiced. *Payments will be made by electronic funds transfer (EFT).* For all transactions, the Supplier must have a valid W-9 form on file with the Finance Department. The completed form should be included with the Contract or 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 products, supplies and services it has received and accepted.

Taxes: Columbus Metropolitan Library is exempt from all federal, state and local taxes as CML is part of Franklin County Government and has a 501 nonprofit status.

Term of Contract: This Contract is effective on the date it is fully-executed and will continue until the Project is completed, unless canceled 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 mutual agreement of both parties, as stated herein. The cumulative time of all renewals may not exceed two (2) years.

Delivery

F.O. B. The Place of Destination: Where applicable, the Vendor must provide the products, 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 and included, unless otherwise stated.



Contract Cancellation; Termination; Remedies

Contract Cancellation: If a Vendor 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 Vendor'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 Vendor.
- B. **Cancellation by Unremedied Default:** If a Vendor's default may be cured with a reasonable time, CML will provide written notice to the Vendor specifying the default and the time within which the Vendor must correct the default. If Vendor fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Vendor. If CML does not give timely notice of default to Vendor, 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 Vendor for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Vendor of its third default, CML may cancel this Contract without providing Vendor with an opportunity to cure, if the Vendor defaults a fourth time. CML shall provide written notice of the termination to the Vendor.
- D. **Cancellation for Financial Instability:** To the extent permitted by law, CML may cancel this Contract by written notice to Vendor if a petition in bankruptcy or similar proceedings has been filed by or against the Vendor.

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

Remedies for Default:

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

Force Majeure: If CML or Vendor 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 Vendor 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: Vendor 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 Vendor's performance under this Contract, including the performance by Vendor's employees and agents and any individual or entity for which the Vendor is responsible.

Confidentiality: Vendor may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Vendor may not disclose any information obtained by it as a result of the Contract without written permission from CML. Vendor must assume that all CML information, documents, data, records or other material are confidential.

Publicity: Vendor and any of its subcontractors may not use or refer to this Contract to promote or solicit Vendor's or subcontractor's supplies or services. Vendor 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 Vendor 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 Vendor, and any agent of the Vendor, 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 Vendor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Proposer's Proposal not being considered. 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 Vendor 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 Vendor. Any Vendor, 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: The Vendor shall maintain insurance coverage with a \$2,000,000 annual aggregate and a \$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 Vendor 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 Vendor'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 Vendor'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 Vendor for immediate correction. If the Vendor 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 Vendor warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and comply 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. 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 e-mail: procurement@columbuslibrary.org.

OUTREACH AND INCLUSION

Because the Columbus Metropolitan Library (CML) serves a diverse Central Ohio population, CML strongly prefers professional service providers who are certified Small and Emerging Business Enterprises (SEBE) to provide CML with a diverse representative of the central Ohio region in which they will be working and of the customers that CML serves every day. SEBEs are encouraged to respond to this solicitation.

A completed Proposer's Small and Emerging Business (SEBE) Form must accompany the completed Proposal. Please refer to Appendix C, *Small and Emerging Business (SEBE) Form*, to submit or denote omission of participation.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a response to this Request for Proposal, the Proposer acknowledges that it complies 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 complies with such requirements.



Appendix A

CML RFP #26-007

SOLAR PHOTOVOLTAIC SYSTEM

Price Proposal Form

A. Flat Fee for Services	
B. Reimbursable Expenses (not travel)	
C. Travel Reimbursable Expenses	
D. Other Fees	
TOTAL (Not to Exceed)	

Please describe what is included in each fee listed above:

- A. Flat Fee for Services:

- B. Reimbursable Expenses (not travel):

- C. Travel Reimbursable Expenses:

- D. Other Fees

Notes: _____

- A. You may provide an attachment with additional pricing details if desired.
- B. Do not include pricing in the technical proposal.
- C. CML is a tax-exempt organization.
- D. The Library is not required to purchase any or all items, related services, and stated quantities. The Library reserves the right to negotiate final pricing with the top ranked firm during scope review.



Appendix B

CML RFP #26-007 SOLAR PHOTOVOLTAIC SYSTEM Acknowledgment of Addenda

Project Description: Solar Photovoltaic System

Instructions: The Proposer must 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 before the Proposal Due Date and Time.

The respondent must 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 before the Proposal Due Date and Time.

Part I: Check Box if Applicable:

Listed below are the issue dates 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: ____/____/____

Addendum # 7, dated: ____/____/____ Addendum # 8, dated: ____/____/____

Part II: Check Box if Applicable:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS COMPETITIVE SEALED BID.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Authorized Representative: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Appendix C

CML RFP #26-007 SOLAR PHOTOVOLTAIC SYSTEM

SEBE Form

The CML “Supplier Small and Emerging Business (SEBE) Form” can be found as a separate link located under the link to this RFP on the CML website page “Doing Business With Us”: <https://www.columbuslibrary.org/doing-business/>

Appendix D

CML #26-007 SOLAR PHOTOVOLTAIC SYSTEM Evaluation Matrix

<u>Responsiveness Criteria</u>	<u>Criteria Weight</u>	<u>Score (0-5)</u>	<u>Extended Score</u>
Technical Evaluation (70%)			
Quality and comprehensiveness of the Firm's response (15%)	30		
Quality and comprehensiveness of the Firm's work plan, technical approach & Operational efficiency (30%)	60		
Review of the Firm's staffing plan & project team (10%)	20		
Review of experience on projects of similar size & scope (10%)	20		
Implementation schedule (5%)	10		
Criteria Weight	700		
Weighted Technical Score			
Cost Evaluation (30%)	300		
Criteria Weight			
Weighted Cost Score			
Total Composite Score (Weighted Technical Score + Weighted Cost Score)			

Criteria Weight x Score = Extended Score

Members of the evaluation committee will apply the scoring formula outlined here:

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

Appendix E

CML RFP #26-007 SOLAR PHOTOVOLTAIC SYSTEM

Description of Sites

The CML Description of Sites can be found as a separate link located under the link to this RFP on the CML website page “Doing Business With Us”:

<https://www.columbuslibrary.org/doing-business/>

Appendix F

CML RFP #26-007 SOLAR PHOTOVOLTAIC SYSTEM

Electric Bills

The Electric Bills can be found as a separate link located under the link to this RFP on the CML website page “Doing Business With Us”:

<https://www.columbuslibrary.org/doing-business/>