



SOLAR INSTALLATIONS AT THE SERVICE CENTER

REQUEST FOR PROPOSALS

Issue Date: March 7, 2024

Deadline: March 28, 2024 4:00 P.M. (EST)

Introduction

The City of Dublin invites qualified firms to submit a response (the "Proposal") to this Request for Proposals ("RFP") to provide "turnkey" solar installations on the roof of the Service Center at 6555 Shier Rings Rd. and some portion of a canopy that is planned for electric vehicle charging in the rear parking lot. This will include the procurement of equipment, design, and ongoing maintenance. Renewable solar power at the Service Center will help achieve the City's vision of being the most sustainable, connected and resilient global city of choice. It will set in motion the ability to achieve carbon neutrality. The successful firm will acceptably provide a solution to the scope of work described herein.

Background

Dublin is a city of more than 47,000 residents located just northwest of Columbus, Ohio. It offers residents and corporate citizens responsive services, attractive housing, superior public education, direct regional highway access, abundant park space and recreational opportunities, thoughtful and strategic planning, innovative ideas and technology and a dynamic community life. Dublin is consistently ranked one of the safest cities in the nation and in 2015 was named one of America's Top 20 Creative Class Cities. It is home to more than 20 corporate headquarters, an entrepreneurial center, 4,300+ businesses, world-class events and the urban, walkable Bridge Street District.

The City of Dublin is working to adopt a sustainability plan to inform the next 10+ years of goals and actions related to becoming a zero-waste and carbon neutral city. City Council budgeted funds in 2024 to design and install a solar array on the roof of the Service Center.

For more information and details regarding the City of Dublin, please refer to the City's website: www.dublinohiousa.gov

Purpose

The City of Dublin is seeking proposals for the design, procurement of materials, installation, interconnection, potential financing, and management models for the completion of a Solar PV System to be located at 6555 Shier Rings Rd. There is currently \$650,000 budgeted to execute this project.

Description of Requested Services

Interested firms should view the following scope of work carefully to ensure they understand the full extent of the City of Dublin's expectations.

Scope of Work

- **Project Management** – Provide supervision and coordination of architects, engineers, designers, and all other personnel necessary for the preparation of drawings and design specifications required to complete this project.
- **Management Plan** – Describe a customized solution to maximize the City's investment. This includes financial analysis of the management options outlined below. The financial

analysis should include, but is not limited to, the upfront investment; the monthly and annual cost; the monthly and annual savings; and the number of years until the City sees a return on its investment.

- Power Purchase Agreement – the monthly fee may fluctuate but will be lower than the utility rate. The Contractor is responsible for the operations and maintenance of the solar system. Explain how funds will flow between the contractor, Dublin and electric utility, if applicable. Describe any option for the City of Dublin to purchase the system.
 - City-owned – the City of Dublin is responsible for the operations and maintenance of the solar system.
 - Lease – the City of Dublin pays a fixed rate to lease solar panels. The Contractor provides the power to Dublin at no additional cost to the fixed rate. The Contractor is responsible for the operations and maintenance of the solar system. Describe any option for the City of Dublin to purchase the system.
- **Financial Analysis** – Provide an analysis on the number of solar panels recommended to maximize the City's investment.
 - **Permitting** – Secure building permits and all necessary documentation to begin the installation of the panels.
 - **Equipment Procurement** – Procure and supply all materials and supplies necessary to complete the solar installation.
 - **Installation** – Install a fully functional and interconnected solar system at the Service Center.
 - **Maintenance Plan** – Describe how the solar panels and associated equipment will be maintained and repaired, if necessary, once the system is brought online.

Deliverables

The submission should include a detailed outline describing the firm's approach in accomplishing the work. The approach should outline and briefly describe each task and sub-task, providing milestones or deliverables to be completed, and a timeline. The submission should also include relevant supporting documents that highlight the firm or individuals' abilities to fulfill the scope of work for this Proposal.

Submittal Requirements

Firms should adhere to the following order and content for proposal sections. Each section should be labeled for ease of reference:

A. **Cover Sheet and Contact Information**

The cover sheet should have the primary contact information including name,

organization, phone number, email and address.

B. Executive Summary

Include a high-level description of the proposed PV system and management recommendation, professional background of the company and project team, and description of relevant experience with equivalent projects.

C. Organization

Indicate whether the firm operates as an individual, partnership or corporation; and if incorporated, include the state in which the firm is incorporated. The statement should include information on the corporate status of the firm to operate in the State of Ohio. The submission should also clearly identify the individual team members who will be specifically assigned to work on each task.

Resumes of all qualified personnel proposed to perform work, both in-house and/or any potential sub-contractors, should clearly demonstrate each individual's qualifications and professional experiences in the area of sustainability, environmental sciences or urban planning, or other functional specialties that may be required to satisfy the project's scope of work.

D. Qualifications

Include examples of work completed for similar municipalities. Include the name, location, completion date, and project description of a minimum of three (3) similar projects completed in the last 5 years. In each example, provide the name(s) of team members involved who will be assigned to this project and client contact references (including name, title, phone number, and email address). The City of Dublin reserves the right to contact any of the organizations or individuals listed.

E. Approach and Methodology

Describe your firm's approach to accomplishing the work.

F. Detailed Scope of Services

Using the scope provided in this RFP as a guide, describe the sequential work tasks planned to carry out in accomplishing each of the components, including a detailed, itemized description of each task and service to be completed, meetings with staff, as well as associated deliverables.

G. Project Schedule

Provide a project schedule indicating anticipated milestones and meetings, with the estimated length of time for completion of the Plan. Time estimates should be expressed in number of days/weeks to complete each task without reference to a specific starting date. The schedule should identify when draft and final work products will be submitted to City staff.

H. Contract Exceptions

Indicate any concerns with the terms of the City's "Professional Services Agreement" attached as "Attachment A". Please make comments as specific as possible.

I. Conflict of Interest Statement

Include a statement disclosing any involvement with plan/development projects in the City of Dublin by the consultant (and sub-consultants) within the last two years. The City of Dublin reserves the right to reject any proposals having the potential for conflicts of interest.

J. Fee Proposal

Include a proposed estimated cost associated with each item in the scope of work. Fee quotations should include the names, titles, hourly rates, the cost of equipment, and all other applicable fees or expenses. This applies to the lead firm and all subcontractors.

Firms may propose potential add-on services not described in this RFP under an "If Approved" header.

K. Other Information

Include any other information you consider to be relevant to the proposal.

Selection Process

Proposals may be evaluated using the following criteria and ranked accordingly:

- Demonstrated ability to perform the work described (20 points)
- Experience, qualifications, and expertise of the individuals assigned to the project (15 points)
- Experience in leading and delivering this work for similar municipalities (15 points)
- Quality of work, as verified by references (10 points)
- Ability to complete the project on time and on budget (10 points)
- Cost effectiveness of the fee proposal (10 points)
- An understanding of the City of Dublin and its needs in a consultant (15 points)
- Any other factors the selection committee deems applicable, including but not limited to their ability to provide prompt maintenance (15 points)

The City of Dublin reserves the right to reject any late or incomplete submissions, and all proposals for any reason. The Proposal does not commit the City of Dublin to award a contract, pay any costs incurred in preparation of the Proposal, or to procure or contract for services.

Please email a PDF copy of your proposal no later than **4:00 P.M. EST on March 28, 2024** to Emily Goliver, Management Analyst, at egoliver@dublin.oh.us

Questions about the requirements of this RFP or the submissions to be included in the proposal should be directed to:

Emily Goliver, Management Analyst
EGoliver@dublin.oh.us
614-410-4456

Attachment A



PSA _____

PROFESSIONAL SERVICES AGREEMENT

Project Title**

This Services Agreement ("Agreement") is made and entered into and effective on this ****date**** day of ****month****, ****year**** ("Effective Date") by and between the City of Dublin, Ohio ("Dublin"), an Ohio Municipal Corporation, with offices located at located **Your Address** and ****Consultant name here **** ("Service Provider"), with an office and principal place of business located at ****consultants address here*****

Recitals

WHEREAS, Dublin desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Service Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Provider shall:

- A. Perform the Services as set forth in Exhibit A.
- B. If the Service Provider is an individual, complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement form.
- C. Give prompt notice to Dublin should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- D. Remit to Dublin after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. Service Provider shall be entitled to retain copies for the Service Provider's files.

II. Obligations of Dublin. Dublin shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.
- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.
- D. Give prompt notice to the Service Provider should Dublin observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence on ****date**** of ****month** **year**** and shall terminate on the ****date** day of **month**, **year**. Dublin may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Dublin prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV. Payment.

Service Provider shall be compensated in a lump sum in an amount not to exceed *****Dollars amount written out **** ***(\$dollar amount in numbers)******.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Dublin. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Dublin of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on Dublin's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by Dublin personnel as to the manner of work.

VI. Indemnification.

- A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Dublin, its officers, officials, and employees harmless from and against any and all suits, actions

or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.

- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Dublin, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- C. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).

- E. Dublin shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- F. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Dublin prior to the start of work on the project and before Dublin is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Dublin is an "Additional Insured".

VIII. Employee Documentation

- A. Service Provider guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The Service Provider will upon demand provide Dublin with appropriate documentation (Form I-9) for any Service Provider employee performing services for Dublin.
- B. The Service Provider agrees to indemnify Dublin in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

- A. Service Provider has the following identification number for income tax purposes: [REDACTED].
- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- C. Dublin represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 35 of the Codified Ordinances of Dublin, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.
- D. The Service Provider shall receive Internal Revenue Service form 1099 from Dublin for income tax reporting purposes.

X. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

XI. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

XII. Discrimination.

- A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by Dublin and/or Service Provider in connection with the Services.
- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XIII. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Franklin County, Ohio.

XIV. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XV. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on the following page]

BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT THE CITY OF DUBLIN, OHIO HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT

CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.

FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF DUBLIN, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, XXXX(Year).

CITY OF DUBLIN, OHIO

BY: _____ Date _____
(Department Head)
(Title)

BY: _____ Date _____
(Division Head)
(Title)

BY: _____ Date _____
(Name), City Manager

*****CONSULTANT/CONTRACTOR NAME*****

BY: _____ Date _____

ITS: _____

Approved as to Form:

(NAME), City of Dublin Law Director

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding

(NAME), Director of Finance

Date

EXHIBIT A

Scope of Services