



**SUSTAINABILITY  
CONSULTANT  
REQUEST FOR PROPOSALS**

**Issue Date: November 10, 2022**

**Deadline: November 30, 2022 3:00 PM (EST)**

## Introduction

The City of Dublin invites qualified professional planning consultants to submit a response (the "Proposal") to this Request for Proposals ("RFP") for the preparation of a citywide sustainability plan. This Plan will help achieve the City's vision of being the most sustainable, connected and resilient global city of choice. The Plan will set reasonable, realistic, and attainable goals in advancement of Dublin's Strategic Framework, which establishes Dublin as a "city that is the model for sustainable community design, is zero waste, carbon neutral, and supportive of its natural environment while providing the diverse living, entertainment and recreational experiences that are attractive to all." The work will involve two essential tasks:

1. An inventory of current sustainable practices and suggestions for improvement
2. The development of a sustainability plan with goals, action steps, and key performance indicators to evaluate results

## 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.

In 2017, the City of Dublin began working on its first sustainability framework. The resulting framework was developed at a staff level, with input and approval from City Council and the Community Services Advisory Commission. The Dublin Sustainability Framework was adopted by City Council in September 2018 and was set to run through the end of 2020, but was extended to 2021 due to the COVID-19 pandemic putting a hold on several initiatives.

For more information and details regarding the City of Dublin, please refer to the City's website: [www.dublinohiousa.gov](http://www.dublinohiousa.gov)

## Purpose

The purpose of the work is to assess and improve the current sustainable practices, as well as create a plan to guide future City decision-making. The City of Dublin currently has an internal sustainability team, EcoDublin, who will serve as the steering committee for this process. The City has established a total project budget of \$50,000.

## Description of Requested Services

The following general description of the scope of services is not definitive and is intended as a guide to illustrate minimum project requirements. Recommendations going forward for each of the tasks are to be based on each of their findings. Consultants are encouraged to present their own path to producing a comprehensive Plan.

## Scope of Work

- **Project Management** – Establish an effective working relationship between the consultant team, City staff, and the Plan’s stakeholders. The City of Dublin will provide a project manager to act as the main point of contact.
- **Inventory of Existing Conditions** – Assess the sustainability of the City and provide recommendations for improvement.
- **Community Plan and Special Area Plan Coordination** – Assess the City’s Community Plan and Special Area Plans to coordinate appropriate land-use practices and preservation efforts; ensure the Plan supports the upcoming Community Plan update
- **Trends Analysis** – Analyze latest trends in the industry to identify short term and potential long term needs of the City.
- **Benchmark Analysis** – Compare the City’s services and sustainable practices to other like-communities and national benchmarks.
- **Equity Mapping** – Conduct a geographic assessment of the City to ensure equitable sustainable practices are being implemented into the Plan.
- **Implementation Plan** – Establish a detailed, prioritized implementation plan for executing on goals and objectives identified in the Plan and provide estimated costs (capital, operating, etc.)

## 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. 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

Proposals should have a 30-page limit (not including front and back cover, table of contents or sealed fee proposal). 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. Transmittal Letter

The transmittal letter should state the team’s interest in the project and summarize the unique qualities and approach to the Plan, anticipated interaction and involvement with City staff and a clear mission statement of how the Plan should be

developed.

**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 sustainability plans prepared for similar municipalities. Include the name, location, completion date, and project description of a minimum of three (3) similar projects completed in the last 10 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. The City is open to any creative suggestions to the Scope of Work outlined in the RFP that will improve the project.

**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**

Submissions should include a proposed estimated cost, in spreadsheet format, to complete the Plan, based on scope outlined in this RFQ. Proposed estimated costs can be based on similar-in-scope projects that the firm has previously completed. The spreadsheet should include breakdowns of the cost for each phase. Also included should be the estimated hourly rate (for the lead firm and all sub-consultants), and any other applicable fee or expenses.

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 sustainability plans 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)
- An understanding of the City of Dublin and its needs in a consultant (10 points)
- Cost effectiveness (10 points)
- Any other factors the selection committee deems applicable (10 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 **3:00pm on November 30, 2022** to Emily Goliver, Management Analyst, at [egoliver@dublin.oh.us](mailto: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](mailto: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).



**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**