



DEPARTMENT OF FINANCE
AND MANAGEMENT

**Request for Columbus Community Choice Aggregation
Preferred Electric Supplier Qualifications**

Response Due Date and Time:

July 6, 2020

1:00 pm, Local Time

Submit Proposal Electronically to:

[Bonfire](#)

PROPOSAL SIGNATURE AFFIDAVIT

COUNTY OF: _____

STATE OF: _____

_____, being duly sworn deposes and says that he/she is

(NAME OF AFFIANT)*

_____ of _____,

(TITLE) (COMPANY)

a corporation organized and existing under and by virtue of the laws of the State of

_____ and having its principle office at

(NUMBER AND STREET)

(CITY/STATE)

(ZIP CODE)

Affiant further says that he/she is familiar with the records, minute books and by-laws of

_____ ; Affiant further says that

(NAME OF COMPANY)

_____ is _____

(NAME OF PERSON SIGNING PROPOSAL/CONTRACT) (TITLE)

of the corporation, is duly authorized to submit a proposal for _____

(CONTRACT OR PROJECT NAME)

for said corporation by virtue of

(STATE WHETHER A PROVISION OF BY-LAWS OR A RESOLUTION OF THE BOARD OF DIRECTORS. IF BY RESOLUTION, GIVE DATE OF ADOPTION.)

(SIGNATURE OF AFFIANT)*

AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE PROPOSAL/CONTRACT.

Sworn to before me and subscribed in my presences this _____ day of _____, 20 ____.

(NOTARY PUBLIC)

My Commission Expires: _____

INFORMATION FOR OFFERORS (Request for Preferred Supplier)

SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Offerors (Request for Preferred Supplier)", shall take precedence over any provisions in "Information for Offerors (Request for Preferred Supplier)" to the extent inconsistent.

PERSONAL EXAMINATION

Offerors are required to satisfy themselves by personal examination of the proposed contract documents in order that they may be fully informed of the contract requirements, the conditions existing, and the difficulties likely to be encountered in the execution of the work.

SUBMISSION OF RESPONSE

Refer to the "Proposal Information" section of the Specifications for instructions for submission.

All proposals and other material submitted in response to this Request for Proposal (Request for Preferred Supplier) become the property of the City of Columbus. The City may choose to retain or return these materials to the offeror, at the offeror's expense.

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any bidder prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

ACCEPTANCE AND REJECTION

This response submitted by the Offeror to the City of Columbus will be accepted or rejected within a period of 180 days from due date. The City reserves the right to waive technicalities, and to cancel and renew the request on the required service. If more than one service, prices shall be quoted on the services requested. However, each service may be considered a separate offer and the City reserves the right to award a contract on each service separately or on all services as a whole or any combination thereof. Offerors whose proposal is made on an "All or None" basis must clearly state such fact in their written responses.

Each invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal may be rejected in whole or in part when it is for good cause and in the best interests of the City.

WITHDRAWAL OF RESPONSE PROPOSALS

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

INFORMATION FOR OFFERORS (Request for Preferred Supplier) (Continued)

SIGNATURE REQUIRED

The responses must be signed in ink. If the Offeror is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign said response; if a partnership, indicate partnership name followed by the signature of one of the partners; if a sole proprietorship the signature of the owner is required. Where the person signing for a corporation is NOT an officer or Member of the Company, an affidavit or a resolution of the Board of Directors showing the authority of that person to bind the corporation must be furnished.

DEFAULT PROVISION

In case of default by the Offeror or the contractor, the City of Columbus may procure the articles or services from other sources and hold the Offeror or contractor responsible for any excess costs occasioned or incurred thereby.

CONTRACT AND BOND

The Offeror to whom an award is made will be required to execute a written MOU and supply contract(s) with the City of Columbus, Ohio within ten days after receiving such MOU or contract(s) for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract(s), proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the contracting agent of the City, become irresponsible, then said agent shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety or sureties to the satisfaction of the said agent, within ten (10) days after notice. In default thereof the default provision herein shall apply.

Please state your willingness to provide a separate Letter of Credit, bond, insurance, or parent company's ability to warrant performance of the Supply Agreement in the amount to cover specific obligations in providing electric generation services to the City.

LIABILITY, INSURANCE, LICENSES AND PERMITS

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

TAXES

The City, being a municipality, is tax exempt and will provide appropriate certificate upon request. Federal and/or State Taxes are not to be included in prices quoted. The selected Offeror will be furnished an exemption certificate if needed.

INFORMATION FOR OFFERORS (Request for Preferred Supplier) (Continued)

DELIVERY

Time will be of the essence for any orders placed as a result of this response. Purchaser reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

CAMPAIGN CONTRIBUTIONS

Offeror hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Section (I) or (J) of O.R.C. 3517.13 are in full compliance with Sections (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

QUALITY

Unless otherwise stated by the Offeror, the proposal will be considered as being in strict accordance with the specifications outlined in this Request for Preferred Supplier document.

CHANGES AND ADDENDA TO REQUEST FOR PREFERRED SUPPLIER DOCUMENTS

Each change or addenda issued in relation to this document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled Request for Preferred Supplier due date. In addition, to the extent possible, notice will be e-mailed to each person registered as having interest in the commodities selected for this Request for Preferred Supplier. Total Request for Preferred Supplier inquiry or specific item cancellations may be issued later than that time specified above.

REPUDIATION OF AGREEMENT

The liability of the City for repudiation of any agreement which might result from this request shall be limited to the difference between the market price at the time and place for tender of the service and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City. The liability of the city shall not be measured by the profits or overhead of seller.

CONTRACT MODIFICATION

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

APPLICABLE LAWS

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

INFORMATION FOR OFFERORS (Request for Preferred Supplier) (Continued)

REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The selected Offeror shall be notified as to which terms and conditions, if any, have been deleted or changed.

PUBLIC RECORDS REQUESTS

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the Offeror understands that ALL documents submitted in response to this Request for Preferred Supplier are considered public records and WILL be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of your response constitute an exception to Ohio's public records law, you MUST submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio's public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requestor and notify you that a request was made and that your response was released.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

COSTS INCURRED FOR PROPOSAL SUBMISSIONS

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any Offeror prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

INFORMATION FOR OFFERORS (Request for Preferred Supplier) (Continued)

WITHDRAWAL OF PROPOSALS

If at any time prior to the closing date the invited Offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

SAFETY REQUIREMENTS

Successful vendor shall at all times while performing duties, adhere to all rules of their particular industry, with regard to mandates by the Environmental Protection Agency (EPA) and/or Occupational Safety and Health Administration (OSHA), and any other regulation applicable to the circumstance.

NON-COLLUSION AFFIDAVIT

Each respondent is required to submit with his proposal an affidavit stating that neither he nor his agents, nor any other party for it, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the Contract herein referred to, and further agreeing that no such money or regard will be hereafter paid. This affidavit must be on the form required, titled "Non-Collusion Affidavit."

ADDITIONAL CONTRACT TERMS AND REQUIRED DOCUMENTS IN THE EVENT OF A CONTRACT

This section sets forth contract terms and the required contract documents that the successful Offeror must execute following the award of the contract by the contracting authority.

PUBLICATIONS

The Contractor agrees to submit to the City's Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the City's name is mentioned or language used from which the connection of the City's name therewith may, in the City's judgment, be inferred or implied. The Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the City except that may be required under law.

TERMINATION FOR CONVENIENCE

The City upon thirty days written notice may terminate this agreement at its convenience. The party providing goods or services shall be entitled compensation for goods provided or services rendered under the terms of this contract up to the date of notification of termination.

TERMINATION FOR DEFAULT

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be the sole discretion of the aggrieved party. If it determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

APPLICABLE LAW, REMEDIES

This agreement shall be governed in accordance with the laws of the State of Ohio. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

ASSIGNMENT

This agreement may not be assigned or otherwise transferred to others by the contractor without the prior written consent of the City.

SAVE HARMLESS

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees resulting from claim, by third parties for any or all injuries to persons or damage to property arising from the acts or omissions of the Contractor, its officers, employees, agents, or Subcontractors in providing goods or services under the terms and conditions of this contract.

PUBLIC RECORDS

Contractor acknowledges that the City is subject to O.R.C.149.43, the State of Ohio Public Records Law.

INDEPENDENT CONTRACTOR STATUS

The Contractor shall perform its duties as an independent contractor and not as an employee. Neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the City of Columbus. The Contractor shall pay when due all required employment taxes and income tax on any monies paid pursuant to the contract. Contractor shall acknowledge that the contractor and its employees are not entitled to unemployment insurance benefits unless the contractor or a third party provides such coverage and that the City does not apply for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth in the contract.

Contractor shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents.

INFORMATION FOR OFFERORS (Request for Preferred Supplier) (Continued)

IN THE EVENT OF A CONTRACT (continued)

PROTECTION OF CITY'S CONFIDENTIAL INFORMATION

The contractor shall acknowledge that some of the material and information which may come into its possession or knowledge in connection with the contract or its performance, may consist of confidential information, the disclosure of which to, or use by, third parties could be damaging. Therefore, access to information concerning individual recipients of the City's services to individual clients, among other items, shall not be granted except as authorized by law or agency rule. The contractor shall agree to hold all such information in strictest confidence, not to make use thereof for other than the performance of the contract, to release it only to authorized employees or subcontractors requiring such information, and not to release or disclose it to any other party. The contractor shall agree to release such information or material only to subcontractors who have signed a written agreement expressly prohibiting disclosure. The contractor shall further agree to either destroy or return all such information at the end of the term of the contract.

This section does not impose any obligation on the contractor if the information is: (1) publicly known at the time of disclosure; (2) already known to the receiving party at the time it is furnished to the contractor; (3) furnished by the City to others without restrictions on its use or disclosure; or (4) independently developed by the receiving party without use of the proprietary information.

WITHHOLDING OF CITY INCOME TAX

Pursuant to Section 362 Columbus City Codes, 1959: "Said Contractor hereby further agrees to withhold all City income tax assessment due or payable under the provisions of Chapter 362, Columbus City Codes 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 City income tax assessments due under said chapters for services performed under this Contract."

WORKER'S COMPENSATION INSURANCE

The Contractor shall take out and maintain, during the life of the contract, adequate worker's compensation insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. The contractor shall furnish three (3) copies of the worker's compensation certificate showing that the contractor has paid his industrial insurance premium.

AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

INFORMATION FOR OFFERORS (Request for Preferred Supplier) (Continued)

LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of the contract, such liability (bodily injury and property damage) Insurance as shall protect it from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by itself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the City as additional insured. The contractor shall maintain coverage of the types and in the amounts specified below. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement with the City as additional insured.

The amount of such insurance shall be as follows:

Bodily Injury Liability:

Each Person	\$1,000,000.00
Each Accident	1,000,000.00

Property Damage Liability:

Each Person	\$1,000,000.00
All Accidents	1,000,000.00

Such insurance shall remain in full force and effect during the life of the contract.

Insurance may not be changed or cancelled unless the insured notifies the City in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance hereinabove described.

Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the time the operator and equipment are being operated for the purpose designated by the City and such loss or damages is caused by an act of the City or its employee which constitutes gross negligence or wanton misconduct.

GRANTS AND FEES

The Contractor shall provide a Community Grant to the City and a Consultant Fee to the City's Consultant, which shall both be included in the supply contract(s) and supply pricing for the term of the supply contract(s). The Grant and Fee will also apply to any new opt-in accounts, including and up to the conclusion of the supply contract(s) term(s).

CONTRACT COMPLIANCE

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

The Contactor shall identify all Subcontractor(s) who will perform any type of subcontracting on City contracts. The Contractor shall include in their proposal response the anticipated scope of work that will be performed by all Subcontractors along with their contract compliance number(s).

The Contractor, including Subcontractor, who is party to a contract as defined in Columbus City Code Title 39, must hold valid contract compliance certification numbers. This information is gathered and monitored by the Office of Diversity and Inclusion (ODI). Please contact ODI for assistance with identifying potential minority Subcontractor.

Office of Diversity and Inclusion
1111 E. Broad Street, 2nd Floor
Columbus, Ohio
(614) 645-4764

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

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

REQUEST FOR PREFERRED SUPPLIER

Background

In the February 2020 State of the City address, Mayor Andrew J. Ginther committed to two ambitious goals related to sustainability and energy – a commitment for the Columbus community to be carbon neutral by 2050, and to pursue a Community Choice Aggregation program with a 100% renewable energy supply by 2022.

While carbon neutrality by 2050 is a long term goal, implementing a Community Choice Aggregation program with a 100% renewable energy supply by 2022 is a more immediate goal. The City is seeking to implement an opt-out electric Community Choice Aggregation program to help our community meet this immediate goal, as well as satisfy the long term emissions reduction goal, support sustainability and energy efficiency, and other key policy priorities. The initiative will be on the ballot for voter approval November 3, 2020. An opt-out Community Choice Aggregation program allows the City to provide the following:

- Competitive electric pricing for residents and small business consumers;
- Expansion and leveraging of consumer choice, providing residents more options;
- A 100% renewable electric supply option; and
- Expansion of the local renewable energy economy and provision of workforce development opportunities in the renewable energy sector.

Addressing emissions through energy efficiency and supporting clean, renewable energy is a priority for the City of Columbus. Climate change is real and impacting neighborhoods in Columbus now. Whether it's through increased rains, more 90+ degree days, or extreme

fluctuations in temperature, these events have real effects and disproportionate outcomes for many residents. City operations are also disrupted as these events happen with more frequency, and so, for all of these reasons, the City of Columbus must act.

Given the commitment to a 100% renewable energy aggregation supply by 2022, the City is interested in supporting workforce development in the renewable energy sector. Creating work opportunities and connecting Columbus residents to training and jobs with good pay and benefits has been a priority of Mayor Ginther's since 2017, as evidenced by the City's first ever Community Benefits Agreement for the construction of Fire House 35. Diversity is also a pivotal part of that work, and so the City is interested in how any workforce development in the renewable energy sector can also serve to increase diversity in the renewable energy industry. With the passage of Senate Bill 310 in 2014 and the consent of the voters, communities like the City of Columbus are now able to aggregate the electric loads of their residents and small businesses within the community's boundaries in order to purchase electricity in bulk to provide additional benefits and options for the community's residents and small businesses, including renewable energy.

The City also has a strong focus on equity and neighborhoods, which is why we are particularly interested in how aggregation of the sale and purchase of electricity can enable energy efficiency and sustainability programming that supports residents in our 8 opportunity neighborhoods. Those neighborhoods are Franklinton, Hilltop, Linden, Near East, Northeast, Northland, Southeast, and the Southside. Affordable housing is another key policy area that will be critical to our residents in opportunity neighborhoods, and for smart growth as the City continues to grow in population.

1. General Project Information:

1.1 Project Name:

Columbus Community Choice Aggregation Preferred Electric Supplier

1.2 Project Overview:

Pursuant to O.R.C. 4928.20, authorized government aggregators may purchase electricity in bulk for all residential and small business customers within the limits of a municipal corporation, township, or unincorporated area of the county "who have not opted out of the aggregation."

The City of Columbus, Ohio intends to approve, by ordinance, the inclusion of an initiative on the ballot in a general election to authorize the aggregation of retail electrical loads located within the City's boundaries and the City's entry into a supply contract(s) to facilitate, for those loads, the sale and purchase of electricity. Upon the requisite authority, the City will seek certification from the Public Utilities Commission of Ohio to be certified as a Governmental Aggregator. The City has retained the services of Trebel, LLC ("Consultant") to assist with planning and implementing their governmental aggregation program, bidding, and supplier selection, and advising the City on public outreach and education related to governmental aggregation.

The City of Columbus requests proposals for electric supply services for the Sustainable Columbus Community Choice Aggregation program it would like to deploy on behalf of its residents and small commercial retail electric accounts.

The primary goals of the City's electric program will be to 1) provide competitive retail energy supply costs for Columbus citizens and small businesses; 2) support renewable energy development, especially local renewable energy generation, to advance Columbus' sustainable economy; and 3) to ensure that energy supplier(s) provide quality, reliable service and first-rate customer service.

2. Scope of Services Required:

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

Task: Provide electric supply to Sustainable Choice Community Aggregation

- a. Electric Supply. The City is committed to receiving 100% renewable electric supply by 2022 for an estimated 1,699,332 MWh with a strong preference for developing new renewable installations locally.
 - i. For example, achieving 100% renewable by 2022 can be achieved through one or a combination of the following methods:
 1. Small or large-scale renewable development through a PPA;
 2. RECs: Unbundled or bundled from projects. The City has a preference for bundled RECs, and/or unbundled local RECs that are tracked, and RECs with a vintage of the same year that they are retired, depending on added cost; and/or
 3. Local renewable installations that Offeror owns or holds contracts for, has begun developing, or plans to begin developing.
 - ii. The City recognizes an "on ramp" approach as switching from RECs to developed projects may be needed to allow for new/additional renewable projects to come online to satisfy achieving 100% renewable energy goals
- b. Work with City of Columbus Sustainable Choice Community Aggregation consultant Trebel, LLC.
- c. Support City's campaign efforts to gain community support in advance of ballot initiative.
- d. Provide ongoing quality, reliable service through term of supply contract(s).
- e. Provide ongoing first-rate customer service through term of supply contract(s).
- f. The following provisions should be included in the supply contract(s):
 - i. The Contractor must agree not to use the Program members' usage data and information for any other marketing purposes.
 - ii. The Contractor must agree to disclose Program members' usage and other pertinent data (KW and kWh) to Trebel on a monthly basis in a form acceptable to Trebel.
 - iii. Contractor must have first-rate customer service initiatives, including phone and web capabilities.

3. Special Conditions Required:

3.1 CONSULTANT FEE

The Contractor will be required to execute a Consultant Fee Agreement with the City's Consultant and pay a Consultant Fee, which will be included in the supply contract(s) and supply pricing. Said Fee will be payable by the Contractor on a monthly basis and is required for the term of the supply contract(s). This Fee will also apply to any new opt-in accounts, including and up to the conclusion of the supply contract(s) term(s).

3.2 COMMUNITY GRANT

The Contractor will be required to provide a Community Grant to the City, which will be included in the supply contract(s) and supply pricing. Said Grant will be payable by the Contractor on a monthly basis and is required for the term of the supply contract(s). This Grant will also apply to any new opt-in accounts, including and up to the conclusion of the supply contract(s) term(s).

3.3 SERVICE AND COMPLAINTS

A local office (approved by the City and its Consultant) is required to be maintained by the Contractor for the transaction of business, including the receipt of service calls or complaints from customers or the City or the City's Consultant. The office shall be staffed by an employee of the Contractor and can be reached by dialing a local number or a toll free number. The office shall be open on normal business days, i.e., Monday through Friday, from 8:00 a.m. to 5:00 p.m.

4. Contractor Minimum Qualifications:

The minimum qualifications must be met by key Project Team members identified on the Project Team organizational chart for the project. Employees for the project firm(s) who are not specifically assigned to the Project Team will not be considered in determining the minimum qualifications met.

4.1 The Project Team or firm shall have:

- a. A valid operating certificate from the Public Utilities Commission of Ohio to be a certified Competitive Retail Electric Service supplier;
- b. Direct previous experience administering large-scale community aggregation electric supply, including the inclusion of renewables in the electric supply;
- c. Significant experience in the electricity supply sector, including evaluation and pricing for various types of RECs, evaluating development of small and large-scale renewable installations, risk management experience; ~~and~~
- d. The ability to provide first-rate customer service; and
- e. The ability to perform the required scope of services needed competently and expeditiously as indicated by the Offeror's workload and the availability of necessary personnel, equipment, and facilities according to the anticipated Request for Preferred Supplier schedule and draft Project Phase Durations schedules below.

5. Request for Preferred Supplier Schedule:

Pre-proposal Meeting	N/A
Request for Preferred Supplier Issued:	June 16, 2020
Questions Due:	June 25, 2020
Proposal Due:	July 6, 2020
Supplier Selected & Notified:	July 20, 2020
MOU Executed	July 30, 2020
Contract Scope Negotiations Begin:	Nov 5, 2020
Legislation Finalized	Nov 20, 2020
Legislation to City Clerk's Office	Nov 20, 2020
City Council Reading Legislation	Nov-Dec 2020 (30 day wait period begins after adoption)
Contract Period Commences	Jan 6, 2021 (end of 30 day wait period)

6. Pre-Proposal Meeting: None

7. Proposal Submittal Instructions:

7.1 Proposals will be received electronically, via email, by the City until **1:00 PM on July 6, 2020**. Proposals received after this date and time shall be rejected by the City.

Submit Proposal Electronically to:

Bonfire Portal - <https://columbus.bonfirehub.com/projects/view/13055>

Subject: Columbus Community Choice Aggregation Preferred Electric Supplier

7.2 Electronic Submittals

7.2.1 Proposals shall be submitted as a compressed, secure, PDF document. Make sure that the document is printable, but not editable.

7.2.2 The file is **NOT** to be password protected. Password protected proposals will be deemed non-responsive.

7.2.3 Bonfire will show the attached posted in the Bonfire portal.

7.2.4 The date/time stamp of the Bonfire Portal constitutes the official date/time of receipt of proposal responses and those responses received after the specified deadline contained in the request for proposal are hereby deemed to be non-responsive and will not be considered for selection by the City. **The Offeror is solely responsible for ensuring that their proposal response has been successfully transmitted and received by the City before the deadline indicated in the request for proposal.** The City shall notify the Offeror of a proposal's rejection.

7.3 Questions

Direct questions to: [Bonfire Portal](#)

No contact is to be made with the City other than through Bonfire with respect to this proposal or its status. The deadline for questions is **June 25, 2020**. Answers to questions received will be posted in Bonfire.

7.4 Proposal Format (only the following format will be accepted)

- 7.4.1 Proposals may not exceed twenty (20) letter-size (8.5" x 11") pages, unless otherwise allowed, and shall include the information specified in 6.6.
- 7.4.2 Page numbers must be centered at the bottom of each page.
- 7.4.3 Font must be 12 pt, Times New Roman or Arial.
- 7.4.4 Margins must be no less than one inch (1") on all sides.

7.5 Proposal Content

- 7.5.1 The Offeror(s) shall limit the proposal to no more than twenty (20) total pages of information (e.g. text, graphics, etc.) and follow the format described in 5.4.1. The proposal shall include the Proposal Signature Form as the front page, which is not counted in the twenty page limit. A cover page, table of contents, letter, etc. will be counted as part of the 20 pages. **Proposals exceeding the twenty page (20) limit will be rejected.**
- 7.5.2 Provide information requested below in the order outlined or the proposal may be rejected.
- 7.5.3 Proposals must address each of the subjects in Section 5.6 (starting with 5.6.2) in the order specified below, using the headings provided.
- 7.5.4 If the Offeror submitting a proposal is a subsidiary of a parent firm and has a separate federal identification number, the Proposal Signature Form shall be in the name of the subsidiary and all information provided in Section 5.6 shall relate to the subsidiary. If the parent firm will provide additional resources to the subsidiary, be sure to list the parent firm as a subcontractor.
- 7.5.5 Offeror must indicate exceptions to or deviations from the specifications contained in this Request for Preferred Supplier, if any. Exceptions to or deviations from the Request for Preferred Supplier specifications should be clearly labeled and should be submitted with any documents responding to the Request for Preferred Supplier.
- 7.5.6 A sample supply contract with applicable terms and conditions **MUST** be submitted. Sample contract pages will not be counted toward 20 page proposal maximum.

7.6 Proposal Evaluation

7.6.1 Proposals will be evaluated based on the enclosed selection criteria and in accordance with Columbus City Code, Title 3, Section 329.27.

7.6.2 Location Lead Supplier (Maximum 5 points):

Omitting any the information requested in this section shall result in a score of zero (0). Provide all of the following information:

- Location of the Suppliers' office where 90% of the work will be performed.
- Indicate the number of Ohio registered professional staff currently employed by the Supplier where the majority of the work will be performed and list the staff by name and professional license number.

Points shall be assigned as follows:

Within City of Columbus corporate limits:	5
Within Franklin County:	4
Within counties contiguous to Franklin County:	3
Within the State of Ohio:	2
Outside the State of Ohio:	0

7.6.3 Project Team Competence (Maximum 25 points):

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

Project Manager (15 points maximum)

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

- Education – education consistent with the requirements of the project.
- Relevant Experience – experience relevant to the type of project. Projects should be adequately described to enable the reviewer to determine the project scope, size and complexity.
- Overall Experience – years practicing as a professional energy supplier, number of years with the lead firm, and number of years of experience with the type of work required by the project.
- Communications Experience – experience working with citizens, neighborhood groups, utility companies and City departments. Specific examples should be given.
- Availability – the number of hours of availability for the project per week.

Project Staff (10 points maximum)

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

7.6.4 Statement of Understanding (Maximum 40 points):

Omitting this section shall result in a score of zero (0). Provide all of the information below:

- Description of the Offeror's understanding of the scope of work (do not copy and paste from the Request for Preferred Supplier). What is the Offeror's vision for how the City of Columbus can best achieve 100% renewable supply for Community Aggregation by 2022?
 - Approximately how many governmental aggregation communities / residential customers are currently served by Offeror's organization in Ohio?
 - What amount of renewable development does the Offeror feel is possible?
 - How local to the City of Columbus can the renewable development be (within the City of Columbus, within Franklin County, within surrounding counties, within Ohio, within the region, within the country, or in PJM's footprint)?
- Lay out your proposal in as much detail as possible. Identify challenges, risks, limits, and opportunities for execution of this Project and how Offeror suggests addressing each.
- Describe whether or not and how Offeror would integrate future new large-scale renewable development into the electricity supply contract(s).
 - Provide a recommended aggregation program structure (how we will satisfy City's goals in Year 1, Year 2, Year 3, etc.) and timeline for the integration of such installation.
- State whether Offeror is willing and able to lead a large-scale renewable development process and sign a contract with a developer to take delivery of the energy. Provide an estimate of how quickly proposed renewable resources could be brought online. State whether Offeror maintains a minimum or maximum size or term with respect to renewable development. To what extent might the transition to a locally developed renewable installation impact the residential/small commercial customer bill? List any and all concerns related to renewable development from an Offeror's perspective. Include an explanation of any relevant public involvement, innovative approach, and cost containment measures.
- State whether or not the Offeror is willing to allow residents or businesses to net meter.

- If not, what suggestions do you have for moving toward with net-metering?
- Explain Offeror’s customer service resources for purposes of responding to questions regarding the implementation of the aggregation program. Be sure to address the manner in which you plan to respond to inquiries from current residential customers and opt-out questions.
- Explain the process you intend to use to scrub customer data, so as to only include eligible customers. Please be specific.
- Points shall be assigned as follows:

New physical PPA development:	10
Plan to offer competitive pricing for options proposed:	10
Location of renewable PPA or RECs:	
PPA within Franklin or surrounding counties:	10
PPA within the State of Ohio:	5
RECs sourced within Ohio:	3
RECs sourced within PJM:	2
- The Contractor will be required to provide consolidated billing with the applicable electric distribution utility for the generation and transmission services the Contractor will provide to customers. Further, a strong preference will be given to any Offeror that can provide budget billing for the supplier portion of its bill by the start of the Program.
 - Budget billing should be based on a formula similar to the Utility using a rolling 12-months of usage data. Provide the Offeror’s current formula for creating budget billing. If inconsistent with the Utility, how willing are you to change?

7.6.5 Past Performance (Maximum 15 points):

Omitting this section shall result in a score of zero (0). Provide all of the information below:

- Describe a renewable development project that the Offeror’s Project Manager led noting challenges (e.g. schedule, communication, funding, etc.) and how Offeror’s Project Manager dealt with the challenges and the outcome of the project (on time, on budget, etc.), if applicable.
- If the Offeror has provided prior services to the City of Columbus, list the Department and Division name, Contract Name, year contract was executed and completed, and brief project description. List up to five most recent contracts.

- List up to 5 other Municipal or Public Aggregation aggregations the Offeror has delivered in the past (or is currently delivering) with term and dates active. Include renewable percentage, renewable make-up (large scale, off vs. on site, unbundled vs. bundled RECs and vintage, from renewables owned by Offeror, etc.), and any details about how supply delivery or development was innovative.

7.6.6 Environmentally Preferable Approach (Maximum 10 points):

Omitting this section shall result in a score of zero (0). Provide all of the information below:

- Discuss how Offeror's suggested approach to achieve 100% renewable power for Community Aggregation load is environmentally preferable or innovative.
- Explain how any additional renewable development proposed in the Project will have the greatest impact with respect to furthering the City's greenhouse gas reduction and sustainability goals, pollution prevention, and enhancing community resiliency.

8. Selection Process:

The Preferred Electric Supplier Selection Committee shall make a recommendation based upon the proposal submitted, interviews of the Offeror's clients, and research of City records and other public documents. The Supplier Selection Committee is generally composed of at least three voting members, including a representative or guidelines from the Office of Diversity and Inclusion, and the City's Consultant

Each proposal received shall be evaluated, scored, and ranked according to the criteria described herein and the Supplier Selection Committee will make a recommendation to the Director of Finance and Management for final determination. Offerors may be interviewed as a part of the process. Once the selection process is completed, the selected Offeror will be contacted by the Office of Construction Management to enter into a MOU. Subsequently, the selected Offeror (Contractor) will participate in meetings to discuss the final scope of services for the supply contract(s).