



REQUEST FOR PROPOSALS

VISTA VILLAGE OHIO DEPARTMENT OF DEVELOPMENT GRANT

May 10, 2023

Dear Prospective Bidder:

The Franklin County Department of Economic Development and Planning (FCEDP) is accepting proposals from qualified organizations to apply for, perform an Environmental Review, and provide administrative services for the Vista Village Ohio Department of Development CDBG Target of Opportunity COVID-19 Response project.

FCEDP invites high-performing, expeditious, and fiscally responsible organizations that offer quality administrative and Environmental Review processes to respond to this Request for Proposal (RFP). Funding is being made available to eligible organizations for the completion of: a funding application from the Ohio Department of Development, an Environmental Review and other application requirements, and Administration of the grant agreement.

Important Dates	
RFP Release Date	May 10, 2023
Deadline for Submission of Proposals	May 24, 2023
Consulting Agreement Execution	June 6, 2023
Application due to Ohio Department of Development	June 23, 2023
Executed Agreement with ODD	August 1, 2023

An electronic version of the RFP and all related documents can be obtained at <https://development.franklincountyohio.gov/hud-funding-and-grants>

All proposals MUST be submitted via email to [communitydevelopment@franklincountyohio.gov](mailto:communitydevelopment@franklincountyohio.gov). Please include a signed copy of the Contract Terms and Acknowledgment.

RFP Evaluation	Rank
Submission of complete and accurate proposals and required documents	15
Demonstrated experience administering comparable grant agreements	15
Staffing and management plans	15
Ability to meet the project/service timelines	15
Administrative service training, techniques, and information provided to FCEDP staff	20
Budgets that demonstrate clear support of the proposed program components and cost-effectiveness	20



## Contract Terms and Acknowledgement

**Required Contract Terms:** In addition to other contract terms, the following terms are required to be part of any contract between the County and a successful Bidder. By submitting a proposal for the County's consideration, Bidder acknowledges and agrees that the following terms shall be part of any contract with the County.

### ***Applicable Laws and Venue***

This contract shall be governed by the laws of the State of Ohio. The Revised Code of the State of Ohio, and administrative rules shall be made part of this contract insofar as they apply to the laws of competitive bidding, procurement, contracts, and purchasing.

Any legal action seeking to enforce this contract or that otherwise arises from this contract shall be brought only in a court of competent jurisdiction in Franklin County, Ohio. The U.S District Court for the Southern District of Ohio shall be the exclusive venue for any such action brought in federal court.

### ***Indemnification by Bidder***

To the fullest extent allowed by law, the Bidder shall indemnify and hold harmless the County, its employees and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, resulting from the negligent performance of the contract, or any negligent act or omission, by Bidder, its employees, agents, subcontractors or assigns. Bidder's obligation to indemnify under this section shall not be construed to negate, abridge, or reduce other rights of indemnity or contribution to which the County, its agents or employees are legally entitled.

### ***No Indemnification by County***

The County does not agree to indemnify or hold harmless the Bidder, its employees and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, resulting from or arising under the contract.

### ***Proposal and Contract Information is Public***

The Bidder acknowledges that all documents submitted with any proposal may become public documents and shall be subject to Ohio Revised Code Section 149.43, which is otherwise known as the "Ohio Public Records Law". By submitting any document to the County connection with a Proposal or Contract, the Bidder waives any claim against the County and any of its officers and employees relating to the release of any document or information submitted. Furthermore, Bidder agrees and acknowledges that any contract entered with the County, including any attachment or document incorporated by reference, is a public record subject to release pursuant to Ohio Revised Code Section 149.43. Bidder agrees to, and shall, hold harmless the County and any of its officers and employees, from any claim whatsoever arising from or related to the release of any document or information made available to the County in connection with the proposal or contract with the County.

### ***Cyber and Telecommunications Systems Protections***

Successful Bidder shall have a plan and adequate resources to address telecommunications and computer systems breach, and shall maintain intrusion detection services and procedures and/or data breaching systems to detect and address "hacking" and "phishing operations" into successful Bidder's telecommunications system, that includes services and systems to detect any unauthorized access to or unauthorized activity on the successful Bidder's telecommunications system, networks, computer systems, and network devices associated with the use of and access to the County's management systems, databases, and County information and data. Successful Bidder will ensure that all intrusion detection measures and data breach systems are maintained and functional on a regular basis. Intrusion detection services and data breach systems shall include, at minimum, network-based intrusion detection and active monitoring of appropriate computer system access logs. Successful Bidder shall notify the County, as soon as reasonably possible, of its detection of any potential or suspected intrusions that may affect the County with regard to disbursement of payments or access to County systems, networks, data, or information. Failure by successful Bidder to provide this notification shall be a breach under the contract. Successful Bidder shall be liable for all costs and damages to the County related to or arising from the breach of successful Bidder's telecommunications systems, networks, or computer systems. Successful Bidder shall provide the County a



historical record of prior breaches of security or intrusions, including all prior incidents of "hacking," that have previously been detected in the successful Bidder's system.

***Proposal and Contract Information is Public***

The Bidder acknowledges that all documents submitted with any proposal may become public documents and shall be subject to Ohio Revised Code Section 149.43, which is otherwise known as the "Ohio Public Records Law". By submitting any document to the County connection with a Proposal or Contract, the Bidder waives any claim against the County and any of its officers and employees relating to the release of any document or information submitted. Furthermore, Bidder agrees and acknowledges that any contract entered with the County, including any attachment or document incorporated by reference, is a public record subject to release pursuant to Ohio Revised Code Section 149.43. Bidder agrees to, and shall, hold harmless the County and any of its officers and employees, from any claim whatsoever arising from or related to the release of any document or information made available to the County in connection with the proposal or contract with the County.

***Termination of Contract for Convenience***

The County may terminate the contract at any time by giving written notice to the Bidder of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Bidder under the contract shall, at the option of the County, become its property. If the contract is terminated due to the fault of the successful Bidder, termination of contract for cause relative to termination shall apply. If the contract is terminated by the County as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the County which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful Bidder covered by the contract, less payments of compensation previously made.

**Taxes**

The County and the agencies therein responsible for are exempt from all federal, state, and local taxes. The County will not pay any taxes on supplies or services for from the Bidder. A tax- exempt certificate will be provided to the Bidder upon request.

**Non-Discrimination / Equal Opportunity Provisions**

Bidder agrees that in the hiring of employees for the performance of work under the Contract Bidder shall not, by reasons of race, color, religion, sex, age, disability, military status, veteran status, national origin, ancestry, sexual orientation, or gender identity, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Contract relates. Neither Bidder, nor any person acting on behalf of Bidder, shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the Contract on account of race, color, religion, sex, age, disability, military status, veteran status, national origin, or ancestry, sexual orientation, or gender identity.

All Bidders who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in §122.71 of the Ohio Revised Code. Annually, each such Bidder shall file a description of the affirmative action program and a progress report on its implementation with the Department of Development.

**Legal Compliance**

The Bidder agrees to comply with all applicable local, state, and federal laws in the performance of the work pursuant to this Contract including applicable state and federal laws regarding drug-free workplaces. The Bidder shall be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to, Unemployment Compensation insurance premiums, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the Bidder in the performance of the work specified in this Contract.

**Bidder's Warranty against an Unresolved Finding for Recovery**

Ohio Revised Code (O.R.C.) §9.24 prohibits the County from awarding a contract to any Bidder against whom the



Auditor of the State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of the award. By submitting a proposal and Bidder’s signature hereto, Bidder warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under O.R.C. §9.24, prior to the award of any contract, without notifying the County of such finding.

If, after the Contract is awarded, it is determined that an “unresolved” finding for recovery had been issued against Bidder prior to the award, the Contract shall be void. Bidder understands that Bidder shall be responsible to the County for any expenditure against the Contract.

**Independent Status of the Bidder**

The parties will be acting as independent contractors. The partners, employees, officers, and agents of one party will act only in the capacity of representatives of that party and not as employees, officers, or agents of the other party and will not be deemed for any purpose to be such. Each party assumes full responsibility for the actions of its employees, officers, and agents, and agents while performing under this Contract and will be solely responsible for paying its people. Each party will also be alone responsible for withholding and paying income taxes and social security, workers' compensation, disability benefits and the like for its people. Neither party will commit, nor be authorized to commit, the other party in any manner.

Bidder shall have no claim against the County for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or other employee benefits or any kind.

**Proposal of Additional Contract Terms**

The Proposal should include any proposed contractual terms that the Bidder intends to request the County to include in the contract. Such terms and conditions shall not conflict with the required contract terms in this Section. If the proposed contractual terms conflict with the required contract terms, the County may reject the Proposal. The County reserves the right, but not the obligation, to negotiate additional terms with the Successful Bidder. The Bidder shall provide on the front page of the proposal and titled as “Conflict with Required Contract Terms” all terms and conditions of the Proposal that conflict with the required contract terms

**Acknowledgement:**

The undersigned hereby acknowledges that:

The undersigned has read and understands the terms and conditions of the RFP, including the required contract terms.

The undersigned has the lawful authority to sign this document on behalf of the Bidder.

If the Proposal is selected, the undersigned’s signature incorporates the required contract terms into the final contract and shall supersede any subsequent contract terms provided by the Bidder, unless otherwise agreed to by the County.

Signature: \_\_\_\_\_



Table of Contents

REQUEST FOR PROPOSALS..... 1

Contract Terms and Acknowledgement ..... 2

**STATEMENT OF WORK..... 7**

    Introduction of FCEDP..... 7

    Introduction of RFP ..... 7

    Program Periods..... 8

    Term of Contract..... 8

    Program Guidelines..... 8

**PROPOSAL COMPONENTS ..... 8**

    Budget Information..... 10

**PROPOSAL SUBMISSION ..... 11**

**PROCUREMENT ..... 11**

    Electronic Questions and Answers..... 11

    Communication Prohibition..... 12

    Public Information Request ..... 12

**PROPOSAL REVIEW AND EVALUATION ..... 12**

    Evaluation Criteria (100 points) ..... 12

**DEADLINES AND SCHEDULES ..... 13**

    Proposal Deadline ..... 13

    RFP Schedule: RFP Release through Proposal Submission ..... 13

**CONSIDERATIONS ..... 13**

    Subaward Agreement ..... 13

    Amendment of Cancellation of the RFP..... 13

    Erroneous Awards..... 13

    Ownership of Subsequent Products ..... 14

    Oral Agreement or Arrangements ..... 14

    Reservation of Rights ..... 14

    Release of Claims ..... 14

    Collusive Bidding..... 14



**ECONOMIC DEVELOPMENT  
& PLANNING**

Exceptions ..... 14

Litigation and Regulatory Proceedings ..... 14

Offer ..... 15

Proposal Expenses ..... 15

**NOTIFICATION PROCESS** ..... 15

    Post Selection Inquiry ..... 15

**PROTEST** ..... 15

**SUCCESSFUL PROPOSALS** ..... 16

    Roles and Responsibilities ..... 16

**FUNDING SOURCE(S)** ..... 17



## STATEMENT OF WORK

### Introduction of FCEDP

The Franklin County Board of Commissioners is committed to serving, supporting, and uplifting all residents of Franklin County through a lens of respect and human-centered care. We strive to ensure that every resident's needs are met on the fundamental social, wellness, economic, and environmental levels. We are dedicated to constant innovation, sustainability, and progress, for the sake of providing the best possible quality of life for every resident, every day. The Department of Economic Development and Planning supports the Board of Commissioners mission by implementing resident-centric economic development and planning policies that strive to improve access to opportunity, quality of work, and quality of place. EDP works in collaboration with departments across Franklin County and partners throughout the region.

FCEDP includes the Economic Development, Community Development, Geographic Information Systems, Planning and Zoning, and Building Services Divisions.

The Community Development team is committed to serving the needs of Franklin County individuals and families through partnerships with community organizations to provide public service, housing, economic, and administrative services that address the needs of community members, especially community members who have a low – to moderate- income level.

### Introduction of RFP

FCEDP is committed to innovative solutions for the housing needs of Franklin County community members. The COVID-19 pandemic has exacerbated economic, health, and housing needs of our community. The Vista Village program will address economic, health, and housing needs of the residents that choose to live and learn within the development. The County will be applying to support the development of the onsite recreation center and park that will provide adult participants experiencing homelessness with an opportunity to establish employment and stability in an independent living setting. The program is designed to transition individuals to employment and permanent housing. It is anticipated that 50-60 individuals will be transitioned every two-year period. The Village will be a gated community with 41 tiny homes and participants will receive employment and life-skills coaching under the terms and conditions of a Participant's Agreement with The Village. Services that will be hosted at the recreation center will be provided by partner agencies and will include mental healthcare, primary care, vocational skills training, trade skills programming and certifications, financial literacy classes, substance abuse treatment, and more.

Due to COVID-19, Columbus is now ranked among the top five cities for number of COVID-19 related evictions, per a report released by the Columbus United Way. With the outbreak of COVID-19 in congregate shelters, and the increase of homelessness due to job losses (Vanderbilt University, Nov. 2, 2020), Vista Village is designed to mitigate the impact of the COVID-19 pandemic among those experiencing homelessness by designing a gated community with personal safety, security, and individual distancing as top priorities. (1) Vista Village is a gated community which will allow for Participants to distance and separate from the general population. (2) Participants served by Vista Village will be low to moderate income. (3) Each Participant is the single occupant of a fully furnished 420 square foot home allowing for separation and distancing even among the Village Participants. (4) Primary healthcare services are provided at the Village through the mobile health clinic allowing for Village Participants to have greater social distancing compared to congregate shelters. (5) The Village's 2.2-acre park with walkways and exercise and playground equipment ensures social distancing, walking, and healthy exercise options. (6) The Village's Community Center where on-site wraparound services are provided will create a controlled environment, while eliminating the need for bus transportation with limited access to social distancing. All these factors meet the national objectives of the CDBG program and will aim to address the impacts of COVID-19.

FCEDP seeks to apply for Ohio Department of Development CDBG Target of Opportunity COVID-19 Response funding to ensure this project is seen to fruition as an innovative investment to support the housing needs of our community.

Program Objective



Through this RFP opportunity, FCEDP is seeking proposals for expeditious completion of the following:

- Apply for \$800,000 of Ohio Department of Development CDBG Target of Opportunity COVID-19 Response funding on behalf of the county to support the development of The Vista Village Recreation Center and a 2-acre park.
- Perform an Environmental Review of the project site to enable the county to request release of funds from the Ohio Department of Development.
- Administer the grant agreement with the Ohio Department of Development on behalf of Franklin County Economic Development and Planning including but not limited to purchasing, contracting, subcontracting, reporting, invoicing, and monitoring.

### Program Periods

Actionable Item	Program Period
Perform Environmental Review	June 2023
Submit an Application to Ohio Department of Development	No later than June 23, 2023
Construction to begin on project site	August 2023
Administration of agreement with ODD	August 2023-end of construction/monitoring

### Term of Contract

The subaward to this RFP will be awarded for one year with the option for extension based on administration needs. The anticipated start date is June 6, 2023 and the anticipated end date is May 31, 2024 (????). Funding is currently anticipated to be available June 6, 2023. Subrecipients may not begin to provide services prior to the subaward start date; FCEDP has no obligation to pay for services rendered prior to that time. Payments cannot be made prior to the formal execution of a contract and approval by the Franklin County Board of Commissioners.

### Program Guidelines

Bidders must propose administrative services that will result in successful completion of an Ohio Department of Development application, Environmental Review & other requirements, and administration of an ODD grant agreement.

## PROPOSAL COMPONENTS

FCEDP will only accept proposals from individuals or organizations that demonstrate capacity to provide the services described in this RFP. For the purpose of this RFP, the term “Bidder” shall be defined as an individual or entity that may submit or has submitted a proposal in pursuit of this opportunity. The term “Subrecipient” references a Bidder selected through this RFP that has a subaward agreement with FCEDP to provide the services described in this RFP. The Bidder will be responsible for completing the agency profile, narrative, budget(s), and submitting program attachments and required documents to [communitydevelopment@franklincountyohio.gov](mailto:communitydevelopment@franklincountyohio.gov).

Proposal Section	Information Needed
Agency Profile	<p>The Bidder must complete an agency profile, listing all basic demographic information about the organization, including:</p> <ul style="list-style-type: none"> <li>• Agency’s legal name</li> <li>• Federal tax identification number</li> <li>• Mailing and/or corporate address</li> <li>• Phone and fax numbers</li> <li>• Website address</li> <li>• Leadership information</li> </ul>



	<ul style="list-style-type: none"> <li>• Mission statement</li> <li>• Organization’s history</li> <li>• Contact information               <ul style="list-style-type: none"> <li>o Program, Enrollment, Fiscal &amp; RFP</li> </ul> </li> </ul>
Program Narrative	The Bidder should thoroughly complete the program narrative(s). The narrative should demonstrate the Bidder’s ability to meet the minimum qualifications outlined in the RFP, the Bidder’s capacity to perform work described in the RFP, the Bidder’s proficiency in ODD programming, and aptitude to carry out the requirements defined in the Scope of Work
Program Narrative	<p>Through the program narrative the bidder will illustrate:</p> <ul style="list-style-type: none"> <li>• History in delivering like services outlined in the RFP</li> <li>• Capacity to deliver proposed services</li> <li>• Program staffing overview</li> <li>• Job qualifications/job descriptions</li> <li>• Staff qualifications/resumes</li> <li>• Program operations</li> <li>• Number of participants to be served</li> <li>• Program goals and outcomes</li> <li>• Description of evaluation tool(s)</li> <li>• Narrative of ability to meet Program Period deadlines</li> <li>• How this project aligns with the organization’s core services</li> <li>• Fiscal and administrative oversight</li> <li>• Management plan</li> <li>• Culturally and linguistically appropriate services that serve the goal of incorporating DEI initiatives</li> <li>• Qualified collaborative efforts               <ul style="list-style-type: none"> <li>- Partner(s)</li> <li>- Subcontractor(s)</li> <li>- In-kind services</li> </ul> </li> </ul>
Program Attachments	<ul style="list-style-type: none"> <li>• Outline of program/service activities</li> <li>• Program license(s) (if applicable)</li> <li>• Job descriptions for all positions</li> <li>• Resumes and licenses (if applicable) for existing program staff</li> <li>• Evaluation tool(s)</li> <li>• Table of organization for the agency</li> <li>• Table of organization for the project</li> <li>• Program/agency policies:               <ul style="list-style-type: none"> <li>- Procurement policy &amp; procedures</li> <li>- Monitoring policy &amp; procedures</li> <li>- Environmental Review procedures</li> </ul> </li> </ul>
Required Documents	<ul style="list-style-type: none"> <li>• Board of directors (if applicable)</li> <li>• Letter of authorization</li> <li>• Written accounting system policies and procedures</li> <li>• Required contract terms acknowledgment</li> <li>• Financial audit</li> <li>• Certificate of professional liability insurance</li> <li>• Worker’s Compensation Certificate</li> <li>• Lobbying policies and procedures</li> <li>• W-9 form <a href="https://www.irs.gov/pub/irs-pdf/fw9.pdf">https://www.irs.gov/pub/irs-pdf/fw9.pdf</a></li> </ul>



Program Budget	<p>When proposing a program, the Bidder must prepare and submit the attached excel spreadsheet which demonstrates specifically how the funds will be spent.</p> <p>The Bidder is responsible for the submission of a thorough and complete budget. The submitted budget should directly incorporate the activities and program components outlined in the narrative.</p> <p>The budget should be:</p> <ul style="list-style-type: none"> <li>• Completed for the period specified (dates) in the RFP</li> <li>• Contain no blank sections – if something is not applicable enter N/A</li> <li>• Provide detailed explanations, justifications, and context for all costs</li> <li>• Demonstrate a link between the proposed costs and the program’s activities and outcomes</li> </ul> <p>Budget Periods:  Application (15-30 days)  Environmental Review &amp; other Application requirements (15-30 days)  Administration (12-month budget)</p>
Contract Terms Acknowledgement	All proposals must include the requirements concerning required contract terms and acknowledgment.

### Budget Information

The Bidder must be prepared to defend and demonstrate that the costs to be incurred are reasonable and necessary. Budgets must comply with the specifications stated in the FCEDP Program Budget Guide(??).

Bidders will not be reimbursed for project overruns. The purpose of the budget is to provide an accurate representation of the actual costs that will be incurred by the Bidder to apply for and administer the proposed program. It is the Bidder’s responsibility to clearly identify and describe the costs included in the budget. Proposed costs must be reasonable, allocable, and allowable in accordance with applicable federal cost principles.

The budget for the proposed program must reflect efficient administration and good management practices. Costs should be appropriate and competitive for the delivery of the proposed program services. Bidders should present a sound approach to budgeting for the various aspects of program management and implementation. Budgets will be evaluated in accordance with Generally Accepted Accounting Principles (GAAP), clear support of proposed program components, and cost-effectiveness.

Unallowable Costs: The use of federal funds for prohibited purposes will result in the loss or recovery of those funds. Funds may not be utilized for the following:

- Advancement of political or religious points of view, fundraising or lobbying
- Distribution of factually incorrect or deceitful information
- Consulting fees for salaried program personnel to perform activities related to the program
- Default debts of any kind
- Food for staff members or a celebration
- Lump-sum indirect or administrative costs
- Contributions to a contingency fund
- Entertainment (i.e. a party)
- Fines and penalties
- Interest or other financial payments
- Contributions made on behalf of program personnel
- Costs to rent equipment or space owned by the funded agency
- Inpatient services
- The purchase or improvement of land



- The purchase, construction, or permanent improvement of any building
- Satisfying non-federal fund matching requirements to receive any federal funding
- Contracts for compensation with advisory board members
- Costs associated with the proposal/bid development

Awards provide funding to Subrecipients after expenses have been incurred. The Subrecipient must follow the program procedures to obtain reimbursement for expenses.

In accordance with 2 CFR 200.65, FCEDP has(??) an updated budget process that aligns with the federally allowable indirect cost rate or modified total direct cost (MTDC).

## PROPOSAL SUBMISSION

All RFP proposals must be submitted via email to [communitydevelopment@franklincountyohio.gov](mailto:communitydevelopment@franklincountyohio.gov). Proposals shall include the requirements concerning required contract terms and acknowledgment.

If you have any technical difficulties, please contact the Economic Development and Planning department at 614-525-4874.

All fees associated with Agreements must be accounted for in the Bidder's budget. The Bidder should supply any confirmed Agreements at the time of proposal submission. The Subrecipient must submit a copy of all Agreements no later than thirty days after the effective date of the Agreement.

FCEDP will not approve payment reimbursement for Agreements not on file with FCEDP. The Subrecipient is responsible for making direct payment to the Agreement agency for said services. No Agreement shall in any way relieve the Subrecipient of any duty, obligation, or liability undertaken by the Subrecipient pursuant to its subaward agreement with FCEDP.

## PROCUREMENT

### Electronic Questions and Answers

Bidders may submit questions regarding this RFP during the established question and answer period. Questions to this RFP must reference the relevant part of this RFP (section number and heading). FCEDP reserves the right to disregard any question that does not appropriately reference the RFP section. Participation is optional but is highly encouraged. All questions and answers shall be shared with all Bidders.

- Questions must be submitted via email to [communitydevelopment@franklincountyohio.gov](mailto:communitydevelopment@franklincountyohio.gov)
- Subject line must state: Q & A FCEDP-ODD-CV-RFP

Clarifying questions asked and FCEDP's responses to approved questions comprise the "FCEDP-ODD-CV-RFP Q & A Document" for this RFP. FCEDP will respond to all questions submitted via email that meet the criteria listed above. All questions and answers will be posted at <https://development.franklincountyohio.gov/hud-funding-and-grants>. FCEDP will not send personalized or individual e-mail responses.

- Proposals submitted in response to this RFP must consider any information contained in the Q & A Document
- If changes are made to this RFP as a result of the Q&A, an addendum to the RFP will be posted at <https://development.franklincountyohio.gov/hud-funding-and-grants>
- It is the responsibility of all Bidders/potential Bidders to check this site on a regular basis for responses to questions, RFP Amendments, or other pertinent information regarding this RFP



### Communication Prohibition

From the release date of the RFP until the notification period, there must be no communications concerning the RFP between any Bidder and any employee of FCEDP or any other individual regardless of his/her employment status who is in any way involved in the development of the RFP or the selection process. The only exceptions to this prohibition are:

- As necessary, in the case of any pre-existing business relationship between FCEDP and a Bidder that could potentially respond to this RFP, in order to conduct that business
- As part of an interview necessary for FCEDP to make a selection decision

Any Bidder that attempts any communications prohibited by this Section may be disqualified for consideration for this RFP by FCEDP.

### Public Information Request

Past requirements or current agreements for this project may or may not be required by FCEDP under any future contract and so may not be useful information for Bidders that choose to respond to the RFP. Therefore, Bidders are to base the RFP responses, details, and costs of the proposed program on the requirements and performance expectations established in this RFP. The information can be provided in the Q & A document, NOT on details of a current or past related contract. If Bidders ask questions about existing or past contracts during the Q & A period, FCEDP will use its discretion in deciding whether to provide answers.

## PROPOSAL REVIEW AND EVALUATION

Each proposal will be evaluated by FCEDP staff to ensure it meets the minimum qualifications specified in the RFP. To be considered for review, each proposal package must include the submission of a complete and accurate Proposal including all Required Documents submitted via email by the specified deadline.

Each proposal meeting the minimum qualifications will be submitted to FC administration and FCEDP staff for evaluation. Administration and staff will evaluate each proposal against the criteria specified in the RFP. During the evaluation, Franklin County may request additional information from the Bidder. Failure to respond to such requests for information will result in the proposal being reviewed as submitted. Information requests and Bidder's responses must always be in writing and submitted via email to [communitydevelopment@franklincountyohio.gov](mailto:communitydevelopment@franklincountyohio.gov).

### Evaluation Criteria (100 points)

Proposals will be evaluated based on the following criteria:

- Submission of complete and accurate proposals and required documents. (15 points)
- Demonstrated experience administering comparable grant agreements. (15 points)
- Staffing and management plans. (15 points)
- Ability to meet the project/service timelines (15 points)

Greater weight will be placed on the following criteria:

- Administrative service training, techniques, and information provided to FCEDP staff especially for Environmental Review procedures. (20 points)
- Budgets that demonstrate clear support of the proposed program components and cost-effectiveness. (20 points)



## DEADLINES AND SCHEDULES

### Proposal Deadline

Proposals will be reviewed as received and must be complete at the time of submission. The complete proposal with all attached programs and required documents must be submitted via email by **Wednesday, May 24, 2023 by 12PM noon**. No extension of time will be granted.

All proposal submissions and accompanying documents will become the property of FCEDP and will not be returned. All documents submitted to FCEDP as part of the proposal become public information if a contract is approved and will be available for review and inspection to anyone submitting a request to do so. FCEDP does not encourage the submission of confidential or proprietary information in response to this RFP. The submission of a proposal will be considered by FCEDP as constituting an offer to perform the program services indicated for the stated program costs.

### RFP Schedule: RFP Release through Proposal Submission

	Date Deadline	Time Deadline	General Information
RFP Release	May 10, 2023	By noon 12:00 PM	RFP documents posted on FCEDP Website <a href="https://development.franklincountyohio.gov/hud-funding-and-grants">https://development.franklincountyohio.gov/hud-funding-and-grants</a>
Question Submission Period	May 10, 2023 - May 24, 2023	Questions submitted by eight 8:00 AM  Q&A provided by ten 10:00 AM	Email questions to <a href="mailto:communitydevelopment@franklincountyohio.gov">communitydevelopment@franklincountyohio.gov</a>  Q&A will be posted to the website: <a href="https://development.franklincountyohio.gov/hud-funding-and-grants">https://development.franklincountyohio.gov/hud-funding-and-grants</a> by Wednesday, May 24, 2023 by ten 10:00 AM
Proposals Due	May 24, 2023	By noon 12:00 PM	Proposals and Budget MUST be submitted electronically via email to <a href="mailto:communitydevelopment@franklincountyohio.gov">communitydevelopment@franklincountyohio.gov</a> unless otherwise authorized by FCEDP.

## CONSIDERATIONS

### Subaward Agreement

FCEDP reserves the right to award a subaward agreement in the manner deemed to be in the best interest of FCEDP.

### Amendment of Cancellation of the RFP

FCEDP reserves the right to cancel, amend, modify or otherwise change this RFP at any time if deemed in the best interest of FCEDP to do so. Further, FCEDP may seek the retraction and/or clarification of any discrepancy or contradiction that may be discovered during the proposal review process.

### Erroneous Awards

FCEDP reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the award of a contract, and subsequently awarding said contract to another Bidder. Such action on the part of FCEDP will not constitute a breach of contract.



### Ownership of Subsequent Products

Any product, whether acceptable or unacceptable, which may be developed under any contract that may be awarded as a result of this RFP, shall be and remain, the sole property of FCEDP unless otherwise stated in the contract.

### Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by the Bidder with any FCEDP staff or Franklin County representative are not binding and will accordingly not be considered during the evaluation process or subsequent awarding of a contract.

### Reservation of Rights

FCEDP reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all proposals with or without cause. FCEDP further reserves the right to waive any irregularity or informality in the RFP process or any proposal, and the right to award a contract to a Bidder that may not be the lowest Bidder. FCEDP reserves the right to request additional information from any or all Bidders. In the event a Bidder's proposal is accepted by FCEDP and the Bidder asserts exceptions, special considerations, or conditions, FCEDP in its sole and absolute discretion, reserves the right to reject the proposal and award the contract to another Bidder. FCEDP reserves the right to make modifications to the scope of work once a contract is in effect, as deemed necessary, to remain in compliance with funding, operational, programmatic, or policy rules and regulations. FCEDP reserves the right to negotiate program services and costs on any and all proposals or to cancel this RFP in part or in its entirety.

### Release of Claims

Each Bidder, by submitting their proposal, releases FCEDP from any and all claims arising out of and related to this RFP process and selection of a contractor.

### Collusive Bidding

The Bidder certifies that their proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same service, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

### Exceptions

Any exceptions to the terms and conditions contained in this RFP or the form of any subsequent contract entered to by the parties, or any other special considerations or conditions requested by the Bidder must be specifically enumerated by the Bidder and be submitted as part of their proposal, together with an explanation as to the reason such terms and conditions of the RFP or resulting contract cannot be met by, or, in the Bidder's opinion, are not applicable to, the Bidder. The Bidder shall be required and expected to meet the specifications and requirements set forth in this RFP and any resulting contract in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Bidder's proposal, and those special considerations or conditions are expressly accepted by FCEDP. All pricing factors must be clearly indicated in the Bidder's proposal/budget.

### Litigation and Regulatory Proceedings

The Bidder must supply FCEDP a list of any litigation or regulatory proceedings that the Bidder may have been party to, and/or involved in, during the previous five years, within the State of Ohio and within whichever State the Bidder does the majority of their work, if not Ohio. Provide only information that may have involved contract disputes and/or negligent actions involving: (1) any entity for which the Bidder has been a service provider; (2) issues as to the supplies, equipment, or services similar to those requested in this RFP; (3) noncompliance of the Bidder's reporting or documentation requirements, alleged poor working conditions of the Bidder and/or unlawful employment practices under the Occupational Safety and Health Act, Title VII or other applicable state and federal laws; and (4) any suits whereby an employee of the Bidder was found to have mistreated residents in any manner. Workers Compensation and unemployment proceedings are not included in this requirement



### Offer

This RFP does not constitute an offer. Acceptance of proposals for review does not commit FCEDP to grant a subaward agreement.

### Proposal Expenses

Bidders are responsible for ALL costs and expenses incurred in the preparation and/or presentation of proposals. These costs and expenses CANNOT be included in the budget submitted for services.

## NOTIFICATION PROCESS

FCEDP will notify all Bidders of the status of submitted proposals at the completion of the review process. The Bidder(s) whose proposal(s) are recommended for funding will be notified of this decision and will be contacted by FCEDP staff to negotiate the final terms and conditions of the contract. All contracts are contingent upon the approval of the Franklin County Board of Commissioners. The proposed contract is not valid and legal until it has been approved and executed, in the signature, by the Franklin County Board of Commissioners. Approval and continuation of a contract for these services are contingent on the availability of federal, state, and local program funds and the continued authorization of funds under current legislation and the performance of the Subrecipient.

Bid selection does not guarantee that a contract for services will be awarded. In the event that negotiations fail with the Bidder, issues arise during negotiations that prevent FCEDP from contracting with the Bidder, or the Franklin County Board of Commissioners does not approve the contract of the Bidder, FCEDP reserves the right to terminate the negotiation process. If this happens, FCEDP, in its sole discretion, reserves the right to (1) select another Bidder that responded to the RFP, (2) cancel the RFP, or (3) reissue the RFP..

The Bidder may neither perform work nor submit an invoice for payment for work performed under this RFP for any time period prior to contract approval by all applicable parties. This includes any costs associated with proposal development

### Post Selection Inquiry

If after the Bidders are chosen an unsuccessful Bidder wishes to discuss the selection process, the unsuccessful Bidder may request an informal meeting with FCEDP to discuss the selection process. The request for the meeting must be submitted via email to [communitydevelopment@franklincountyohio.gov](mailto:communitydevelopment@franklincountyohio.gov) and a technical assistance meeting date will be scheduled.

## PROTEST

A Bidder may protest the decision resulting from the review of this RFP by following the guidelines listed.

- FCEDP shall consider a **written** protest that is received by FCEDP within five (5) business days of the notification of non-selection. The following should be included in the Notification of Protest: RFP name, Bidder's name, address, telephone number, and email address of the protester.
- The Bidder must then submit, within five (5) business days of the Notification of Protest, a formal protest in writing that must include a detailed statement of the grounds for the protest. The written protest must be mailed to:

Franklin County Economic Development & Planning  
150 South Front St. FSL Suite 10  
Columbus, Ohio 43215



## SUCCESSFUL PROPOSALS

Successful bidders hereafter known as Subrecipients will be responsible for the following activities:

### Roles and Responsibilities

#### Subrecipient Responsibilities

Successful bidders will be responsible for the following activities:

- Comply with all applicable rules and regulations governing the source of funding for this program
- Comply with procurement requirements- see a copy of the subaward boilerplate(??)
- Comply with subaward requirements- see a sample copy of the subaward boilerplate in the required forms and checklist document. (??)
- Provide all program services within the subaward agreement terms
- Follow all rules and regulations governing the implementation and provision of program services
- Comply with all rules set forth in the Ohio Revised Code 2151.86 (Criminal Records Check)  
<http://codes.ohio.gov/orc/2151.86>
  - Ensure all staff members, volunteers, subcontractors, and partners interacting with you have complied with the criminal records check
- Submission to Ohio Department of Development CDBG Target of Opportunity COVID-19 Response fund via OCEAN portal
- Complete and collect all components needed for the ODD application including the Environmental Review for the project site.
- Document services delivery
- Collect financial documentation
  - Maintain and report to FCEDP fiscal data and all related program expenditures
    - Through the method mandated by FCEDP
  - Maintain fiscal records in accordance with generally accepted accounting practices
- Submit invoices and reports according to the guidelines established by FCEDP
- Permit onsite monitoring visits and operational reviews by FCEDP staff or FCEDP designees
  - Review F registration forms (??)
  - Review financial records
  - Monitor program implementation
  - The monitoring/review of any information deemed necessary by FCEDP

#### Franklin County Department of Economic Development and Planning Responsibilities

FCEDP will be responsible for the following:

- Provide ongoing technical assistance related, but not limited to, overall program implementation, eligibility, and allowable activities and expenses
- Act as the final authority regarding eligibility questions and the handling of grievances
- Review and process approved invoices for payments
- FCEDP will monitor all programs at least once during the subaward period; including but not limited to:
  - Programmatic Monitoring
    - Verify the contracted scope of service has been implemented
    - Review application materials
    - Monitor and review program performance in relationship to stated goals and HUD requirements
  - Fiscal Monitoring
    - Monitor payroll distribution
    - Review any expenditures attributed to this funding
    - Verify adherence to internal and HUD controls



Franklin County  
Board of Commissioners

## **ECONOMIC DEVELOPMENT & PLANNING**

### **FUNDING SOURCE(S)**

Ohio Department of Development CDBG Target of Opportunity COVID-19 Response funds shall be awarded to selected bidders in support of the Vista Village project Recreation Center and park. Total funding amount is \$800,000 with \$50,000 for consulting services.