



**CDBG Economic Development Revolving Loan Fund  
Administration Services**

**RFP**

**Submission Deadline – Friday, February 22, 2019 by 5:00 PM**

**RFP # 01-19 PLN**

**Direct all Communication to:**

**David M. Efland, AICP**

**Planning and Community Development Director**

**City of Delaware, 1 South Sandusky Street, Delaware, Ohio 43015**

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**(10Mb email file limit)**

**740-203-1600**

**Request for Proposal (RFP)**

The City of Delaware seeks responses from qualified consultants for the purposes of preparing, reviewing, filing, and monitoring all necessary documents for CDBG Economic Development (ED) Revolving Loan Fund (RLF) applications. The selected firm shall be valid for the calendar year 2019. The contract may be extended up to a three (3) year maximum, to calendar year 2021 inclusive, with annual negotiations of service costs and upon evaluation of the services being provided by the selected firm. At no time may the annual service costs exceed the maximum allowable administrative costs associated with the ED RLF as according to current State of Ohio policies and procedures. The City reserves the right to evaluate each loan on a case-by-case basis, evaluate the services being provided by the selected firm on an on-going basis, and to cancel services at any time.

**Introduction**

The City of Delaware offers a well-maintained community, supported by consistent resident and visitor traffic. It features a solid manufacturing base and government offices balanced by a private university and charming downtown business district. This vibrant City has established itself as a place where both traditional and entrepreneurial businesses can flourish. Opening in

Fall 2018, the Delaware Entrepreneurial Center is a first-of-its-kind collaboration among Ohio Wesleyan University (OWU), Delaware County, and the City of Delaware creating a business accelerator and education center on the OWU campus. It will include rentable office spaces, a shared work area for center members, a conference center with digital meeting capabilities, and educational programming to support entrepreneurial understanding and success. The Center is the nation's first such collaboration amongst a small liberal arts university and the surrounding city and county.

### **Community Background**

Established in 1808, the City turns 211 years old in 2019. As a mature Central Ohio city, Delaware has evolved into one of Ohio's premier communities. It has about 2,000 businesses of all types and is home to City and County governments, and encompassing part or all of two school districts – Delaware City Schools and Olentangy Local School District.

It has almost 2,000 acres of yet-to-be developed industrial and business parks, a municipal airport, and a full range of municipal services, including water (7.2 million gallons a day), sanitary sewer (10 MGD), refuse collection, road construction and repair, parks and natural resources, and fire and police. Based on building permits, Delaware's population by the end of 2019 is estimated to be 41,274.

Delaware is located about 25 miles north of downtown Columbus. It benefits from a favorable Central Ohio economy, as well as growth in Delaware County and northern Columbus suburbs. The City has almost 16,000 dwelling units, and has experienced a remarkable revival of its historic downtown.

### **Work Scope**

The scope of work consists of preparing, reviewing, and filing any necessary and/or required documents in support of ED RLF Loan applications which have been or will be approved by the City of Delaware. All work must be completed in conformance with the laws, policies, regulations, rules, and procedures of the State of Ohio, the City of Delaware, and the Ohio Development Services Agency (ODSA) Office of Community Development. Detailed requirements for RLF loan documents, closing binders, and processing may be found on the ODSA website ([www.development.ohio.gov](http://www.development.ohio.gov)) at the Office of Community Development Technical Assistance Site and by reviewing the City of Delaware's RLF Loan Plan.

Basic services for each loan application shall consist of:

- 1) Review of the RLF Application and coordinating with Applicant Company and City to ensure all necessary Application items are provided.

- 2) Preparation for and attendance at RLF Loan Review Committee (LRC) Meetings.
- 3) Completion of the State Loan Review Report Form for City signature and submittal to ODSA.
- 4) Completion of the CDBG Environmental Review Record (ERR) for City signature and filing with ODSA and coordination with City to publish required notices in local newspaper of general circulation. City of Delaware shall be responsible for payment of ERR notice publication costs.
- 5) Preparation for and attendance at presentation of Application to LRC OR preparation of Project Summary for City presentation to LRC.
- 6) Completion of Closing Binder Documents (CBDs) for project for City signature and submittal to ODSA.
- 7) Preparation for and attendance at RLF Loan Closing, including filing of UCC forms and mortgage.
- 8) Coordination with Applicant Company and City in the collection and proper execution of the appropriate number of required Job Creation Certification forms for return to ODSA within 24 months of project completion.
- 9) Coordination with Applicant Company, City, and ODSA for Loan Closeout so that an RLF Loan may be removed from the City's portfolio and semi-annual status report to ODSA for loans paid in full and defaulted loans.

The City of Delaware shall be responsible for convening the RLF LRC meetings, publication and payment for any required notices in local newspaper of general circulation for all LRC meetings, providing the required minutes and attendance sheet for all LRC meetings, reviewing all draft documents and including legal counsel in that review, and obtaining necessary City signatures and approvals related to the RLF project.

### **Proposal Evaluation**

The Proposal evaluation and selection criteria are as follows in no particular order:

- A. Demonstrated experience with City/State RLF Loans
- B. Past performance with RLF Loan closings and capacity to execute closings expeditiously.
- C. Experience with state and federal RLF Loan compliance requirements, demonstrated title experience, demonstrated UCC and other relevant loan document filings, and demonstrated legal experience as applicable, and knowledge of City of Delaware and State of Ohio laws, policies, regulations, rules, and procedures applicable to RLF Loans.
- D. Performance will be assessed in terms of timeliness, completing work within budget and on time, and quality of work.
- E. Capacity will be evaluated in terms of number and type of staff to be assigned tasks, staff experience, and staff time availability.

- F. Cost of preparation in relationship to the services proposed. The lowest cost will not necessarily be the selected proposal and quality of the proposal is a significant factor within the established City budget parameters.
- G. Demonstrated ability of the Consultant to absolutely stay within a negotiated budget amount without cost over-runs, change orders, and the like.
- H. Review of references, experiences, and work product for similar projects and cities.

Responses should include a detailed cost proposal by type of activity, hourly rates by staff position, and a maximum cost which will not be exceeded for each individual loan application. The City administration shall review the proposals and may decide to interview a select and limited number of consultants in order to make a final determination. The City intends to enter into a retainer contract, with administrative services on an as-needed basis only.

#### **Timelines / Schedule**

1. Administrative services contract is expected to be awarded within thirty (30) days of the Submission deadline noted.
2. Administrative services contract shall expire on the last day of the calendar year. The selected firm shall be valid for the calendar year 2019. The contract may be extended up to a three (3) year maximum, to calendar year 2021 inclusive, with annual negotiations of service costs and upon evaluation of the services being provided by the selected firm. At no time may the annual service costs exceed the maximum allowable administrative costs associated with the ED RLF as according to current State of Ohio policies and procedures. The City reserves the right to evaluate each loan on a case-by-case basis, evaluate the services being provided by the selected firm on an on-going basis, and to cancel services at any time.

#### **RFP Proposal Content and Format**

Proposals shall be limited to ten (10) pages plus appendix material. Three (3) hard copies and one (1) electronic copy shall be submitted by 5:00 PM on the day of the Submission deadline noted herein. The electronic copy shall be in PDF format on a memory stick or CD, or it may be emailed only if these materials do not exceed 10Mb in file size. All submission materials shall be retained by the City of Delaware and not returned.

At a minimum, the RFP response shall include:

1. Letter of transmittal.
2. Executive summary.

3. Consultant team organizational profile, including background and experience of the team; the primary Staff members who are proposed to work directly on the project; and disclosure of any sub-consultants to be retained for this contract.
4. Previous project experience and summaries, including reference and contact information for a minimum of five (5) relevant projects of similar scope and scale which demonstrate pertinent experience. An additional listing of pertinent projects may be included. The City reserves the right to contact any references provided herein or otherwise obtained.
5. Disclosure of any competing interest or potential conflicts of interest in the City of Delaware, including consultant's work for persons of firms who own land or have development interest in the City, or who are or intend to seek financing through the City ED RLF Program.
6. Cost Estimate – The Consultant shall provide a detailed cost proposal by type of activity, hourly rates by staff position, and a maximum cost which will not be exceeded for each individual loan application. Cost shall include CDBG program-eligible reimbursables, fees, and charges, as well as document and graphics preparation, reproduction, and delivery. Cost shall include all anticipated costs. The contract is expected to be constructed in a single total maximum fee arrangement for all items, with invoicing on an actual time-and-expense fee based on rate and fees included in cost proposal submitted. The City intends to enter into a retainer contract, with administrative services on an as-needed basis only.
7. Disclose any alleged significant prior or ongoing contract failures, contract breaches, and civil or criminal litigation or investigation pending which involves the consultant or in which the consultant has been judged guilty or liable or which may affect the performance of the services to be rendered herein. This should be documented for any circumstances arising or on-going over the last three (3) years minimum.
8. Appendices (i.e., supplementary material that shall not be counted against the ten (10) page limit).

PROPOSALS SHALL BEAR THE FOLLOWING INFORMATION ON THE OUTSIDE OF THE PACKAGING:

1. Proposal for City of Delaware CDBG ED RLF Administration Services
2. Consultant Company Name
3. Name and Address of Communications Contact noted herein.

#### **Special Conditions**

Consultant shall be responsible for informing the City of Delaware of any changes in the federal and state laws, policies, regulations, rules, and procedures of the State of Ohio and

the Ohio Development Services Agency (ODSA) Office of Community Development which may affect this project and this RFP process.

1. The budget for the project is limited according to the ODSA policies governing ED RLF program income.
2. The City of Delaware shall not be liable for any costs incurred for the preparation of this RFP.
3. The City of Delaware reserves the right to reject any all proposals, to waive any non-material irregularities or information in any Proposal, and to accept or reject any item or combination of items. The City further reserves the right to cancel the contract if a final scope of services cannot be acceptably agreed to between the selected Consultant and the City.
4. The City reserves the right to inspect the business reputation, or other qualifications, of any firm and to reject any proposal, irrespective of quoted prices, if it is determined to be lacking in any of the essential components to assure acceptable standards of performance. The City reserves the right to obtain financial data or other supplemental information concerning the Consultant or any sub-consultant.
5. Proposals submitted shall constitute a binding offer from the Consultant and sub-consultants. Acknowledgement of such shall be indicated by the original signature of a Principal legally authorized to execute contractual obligations and shall also signify acceptance of all terms and conditions including compensation, as set forth in this RFP.
6. Firms shall clearly and completely identify any variations between its proposal and the City's RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms and/or conditions.
7. All proposals received shall become the property of the City. All proposals shall become a public record and shall be regarded as public records, except for those parts of each proposal which are defined by the proposer as business or trade secrets, provided that such parts are clearly marked as "trade secret," "confidential," or "proprietary."
8. Consultant shall submit with its proposal its Certificate of Equal Employment Opportunity or its own Affirmative Action Plan.

#### Insurance

The selected Consultant and any Sub-consultant is responsible for maintaining the level and type of insurance coverage in all locations when working under the direction of this contract.

- **The Contractor shall obtain and maintain during the life of the contract such full insurance coverage wherein the City of Delaware is named as an additional insured**, and shall protect himself, the City of Delaware and any Subcontractor performing work covered by the contract from claims from property damage,

product liability and personal injury, including accidental death which may arise from operations be performed by the Contractor or by any Subcontractor or by anyone directly employed by either of those parties.

- These policies shall contain the following special provisions: "The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notification shall be mailed to the City of Delaware, City Hall, 1 South Sandusky Street, Delaware, Ohio 43015.
- Certificates of Insurance indicating the availability of the described coverage will be filed with the City of Delaware within five (5) business days from the award of the contract. The amounts of the insurance shall be as follows:
  - Public Liability Insurance for bodily injuries, including accidental death, in the amount of not less than \$1,000,000 for each accident or occurrence and \$1,000,000 aggregate, and
  - Property Damage Insurance in the amount not less than \$1,000,000 for each accident or occurrence and \$1,000,000 aggregate.
  - The successful contractor, vendor, etc. must submit their insurance certificate naming the City of Delaware as an additional insured on ISO Form CG 2010 (11/85 edition). All other forms will be rejected.