



**Request for Proposal for
Economic Development Strategy**

**Economic Development Division
Joseph P. Henderson
Economic Development Director
City Manager's Office**

September 14, 2020

**Response Due Date and Time:
October 14, 2020
*3 pm, E.S.T.***

Deliver to:
City of Upper Arlington
ATT: Lana Dennis
Purchasing Administrator
3600 Tremont Road
Upper Arlington, Ohio 43221
Email: ldennis@uaoh.net

REQUEST FOR PROPOSAL

Date: September 11, 2020
Local Authority: City of Upper Arlington, Ohio
Project Name: Economic Development Strategy
Response Deadline: October 14, 2020
Time: 3 pm
Location: 3600 Tremont Road
Number of Copies: 5 hard copies, 1 electronic
Inquiries: Lana Dennis, Purchasing Administrator,
ldennis@uaoh.net

The City of Upper Arlington is seeking a proposal for the necessary services to develop an Economic Development Strategy.

BACKGROUND

The City of Upper Arlington adopted a Master Plan in 2001 to serve as the principal guiding document when addressing long-term goals, growth and development issues. It is the broadest most comprehensive policy document for the City, designed to set objectives and implementation strategies that will ultimately protect and preserve the community's makeup and quality of life. The latest update to the Master Plan was adopted in 2013. Chapter 3 of the City's Master Plan addresses our current strategy on managing and growing our Economic Base. While this chapter establishes the basic framework for the City's economic development goals and objectives, the City wishes to create and adopt a more thorough strategy to ensure the City's continued fiscal health, vibrancy and appeal as a premier community within the Central Ohio region for the decades ahead. The resulting Economic Development Strategy should reflect and be complementary to One Columbus' Strategic Plan and the Prepared Communities Win program in the Columbus Region.

1. Scope of Services:

The desired scope of services follows. **Note:** modifications to better meet project objectives may be provided, and will be evaluated as part of reviewing the firm's understanding and proposed approach.

- 1.1 **Project Schedule:** The Consultant shall prepare and maintain a project schedule that includes periods for public input, reviews, and approvals. This schedule should show the completion date as May 14, 2021.



1.2 **Process:** The selected firm will work with City Staff to develop and implement a process to conduct the Economic Development Strategy.

1.2.a. The process should include the following components:

- Community Engagement
- Market Analysis
- Synthesis of Ideas and Strategy Definition
- Initial Recommendation
- Final Review and Recommendations

1.2.b. The selected consultant will be afforded the opportunity to engage with additional community resources, including but not limited to: One Columbus, Rev 1 Ventures, Tri-Village Chamber Partnership, Upper Arlington Community Improvement Corporation (CIC), Upper Arlington School District, Upper Arlington Community Foundation, community leaders, businesses, community organizations, and City staff.

1.3 The selected firm will review existing plans and reports to identify trends and actions taken that should be incorporated into the City's Economic Development Strategy.

- Gather existing reports and plans related to economic development, demographics, transportation, and other relevant topics. Examples Include:
 - City of Upper Arlington Master Plan, 2013
 - Lane Avenue Planning Study Report, 2020
 - The Ohio State University Framework 2.0, 2017
 - One Columbus Strategy, 2019
- Summarize key trends, goals, objectives, and actions from existing plans and reports.
- Interview key stakeholders to determine which actions have been implemented.

2. Deliverables

2.1 Analyze Upper Arlington's economic development competitive position, to include but not be limited to:



- An analysis of development and redevelopment sites that includes data regarding potential for revenue producing activity, specifically in relation to office use.
- An analysis of Upper Arlington’s rental and other cost factors compared to regional competitors
- An analysis of potential for retail/hospitality business growth
- An analysis of risks to UA’s existing economic base

2.2 Recommendations should include but not be limited to:

- Recommended changes to Upper Arlington’s economic development tools, including but not limited to property tax incentives, income tax incentives, grants and strategic land acquisition.
- Recommended changes to Upper Arlington’s marketing, prospect management, and BR&E systems.
- Recommended changes to Upper Arlington’s support for small businesses, particularly retail and food/beverage/hospitality businesses.
- Other recommendations as deemed appropriate by the consulting team.

3. Submittal Requirements

3.1 Proposals will be received by the City until **3 pm E.S.T. on October 14, 2020.**

Submit Proposal Package to: **City of Upper Arlington**
Purchasing Administrator
3600 Tremont Road
Upper Arlington, Ohio 43221

Attention: **Lana Dennis**
Purchasing Administrator
ldennis@uaoh.net

Please be advised that failure to comply with the following criteria will be grounds for disqualification:

- 3.1.a. Receipt of submittal by the specified date and time.
- 3.1.b. Five hard copies and one electronic copy of the proposal submittal, as specified.
- 3.1.c. Adherence to maximum page limits (this includes the proposal and cover letter).



- 3.1.d. Deposit of submittal in correct location (the City is not responsible for responses that are not received by the Purchase Administrator at 3600 Tremont Road).
- 3.1.e. Prohibition against contact or communication with any elected official, representative, or employee of the City of Upper Arlington regarding this solicitation or the type of work contemplated therein, unless otherwise provided for within subsequent instructions.

Submittals are not returnable and will become the property of the City of Upper Arlington. Please be advised that once submitted, they become “public record” and are available to all for inspection and copying, upon request.

3.2 **Proposal Format** (only the following format will be accepted):

- 3.2.a. Submit proposals in a sealed envelope. The firm name and project title shall be displayed on the front of the envelope. Five copies and one electronic copy shall be provided.
- 3.2.b. Consultant shall limit the proposal to no more than ten (10) total pages including the cover letter. The 10 pages does not include the proposal cover, table of contents, or section dividers. A ‘page’ is one side of a sheet of paper with text, graphics, etc. If both sides of a sheet of paper have text, that is two pages.
- 3.2.c. The proposal shall be accompanied by a one-page cover letter that shall be bound with the proposal as the first page inside of the front cover.
- 3.2.d. All pages shall be 8-1/2” by 11”, with 1-inch margins (headers and footers may encroach with the margins).
- 3.2.e. The minimum font size shall be 11 point, Times New Roman or Arial.

4. Evaluation Criteria

- 4.1 **Project Team** (based on the training, education, experience, and availability of the individuals assigned to the project) (20 points)
- 4.2 **Past Performance** (Past performance on similar projects based on quality of work, ability to meet deadlines, previous communication history, organizations skills, and the ability to maintain a project budget) (30 points)
- 4.3 **Understanding of Project/Project Approach/Proposed Project Cost** (35 points)
- 4.4 **Quality of RFQ response in terms of research, accuracy and graphics** (15 points)



5. Selection Process

The City Manager's Office, Economic Development Division Staff, and other key staff members will decide if any additional review is necessary after completing the evaluation process. The review team may contact firms for interviews. The review team will determine the most-qualified firm to be selected, at which time a final discussion of the Scope and Fee for the work to be performed will be determined.



Required Contract Terms

The following terms are required to be part of any contract between the City and a successful proposer. By submitting a proposal for the City's consideration, proposer acknowledges and agrees that the following terms shall be part of any contract with the City.

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, the Charter of the City of Upper Arlington, and all City Ordinances 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 Proposer

To the fullest extent allowed by law, the Proposer shall indemnify and hold harmless the City, 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 Proposer, its employees, agents, subcontractors or assigns. Proposer'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 City, its agents or employees are legally entitled.

No Indemnification by City

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

Insurance

The Proposer shall not commence work under this contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the City nor shall the Proposer allow any subcontractors to commence work on this subcontract until all similar insurance required for coverage of the subcontractor has been so obtained and approved.

- The Proposer shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of his/her employees employed on the project and in case any work is sublet, the Proposer shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Proposer. If the Proposer already maintains Worker's Compensation Insurance, Proposer shall submit proof of such coverage to the City with Proposer's submission and thereafter upon request. Proposer shall maintain such insurance throughout the life of any contract with the City.

Municipal Income Tax

Successful proposer shall withhold all City income taxes due or payable under the provisions of the Income Tax ordinance for wages, salaries, and commissions paid to its employees pursuant to

Chapter 203 of the Codified Ordinances of the City of Upper Arlington, Ohio. The successful proposer shall require its subcontractors to withhold any such City income taxes due for services performed under this Contract. The successful proposer will be required to sign a tax affidavit as required under section of the Ohio Revised Code. No payment shall be made under this contract unless such affidavit has been executed and provided to the City. Proposer will be required to sign a tax affidavit as required under section 5719.042 of the Ohio Revised Code.

Force Majeure

For the purpose hereof, force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure (i) shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and (ii) shall remedy such cause as soon as reasonably possible.

Termination of Contract for Cause

If, through any cause, the Proposer shall fail to fulfill in a timely manner and proper manner its obligations or if the Proposer shall violate any of the covenants, agreements or stipulations of the contract, the City shall thereupon have the right to terminate the contract by giving written notice to the Proposer of such termination and specifying the effective date of termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, and as of the time notice is given by the City, all finished or unfinished services, reports or other materials prepared by the Proposer shall, at the option of the City, become its property, and the Proposer shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the Proposer shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the contract by the Proposer and the City may withhold any payments to the Proposer for the purpose of set off until such time as the exact amount of damages due the City from the Provider is determined.

Termination of Contract for Convenience

The City may terminate the contract at any time by giving written notice to the Proposer 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 Proposer under the contract shall, at the option of the City, become its property. If the contract is terminated due to the fault of the successful Proposer, termination of contract for cause relative to termination shall apply. If the contract is terminated by the City as provided herein, the successful Supplier will be paid an amount as of the time notice is given by the City 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 Proposer covered by the contract, less payments of compensation previously made.

Proposal and Contract Information is Public

The Proposer 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 City of Upper Arlington in connection with a Proposal or Contract, the Proposer waives any claim against the City of Upper Arlington and any of its officers and employees relating to the release of any document or information submitted. Furthermore, proposer agrees and acknowledges that any contract entered with the City, including any attachment or document incorporated by reference, is a public record subject to release pursuant to Ohio Revised Code Section 149.43. Proposer agrees to, and shall, hold harmless the City of Upper Arlington 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 City of Upper Arlington in connection with the proposal or contract with the City.

Cyber and Telecommunications Systems Protections

Successful proposer 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 proposer's telecommunications system, that includes services and systems to detect any unauthorized access to or unauthorized activity on the successful proposer's telecommunications system, networks, computer systems, and network devices associated with the use of and access to the City's management systems, databases, and City information and data. Successful proposer 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 proposer shall notify the City, as soon as reasonably possible, of its detection of any potential or suspected intrusions that may affect the City with regard to disbursement of payments or access to City systems, networks, data, or information. Failure by successful proposer to provide this notification shall be a breach under the contract. Successful proposer shall be liable for all costs and damages to the City related to or arising from the breach of successful proposer's telecommunications systems, networks, or computer systems. Successful proposer shall provide the City a historical record of prior breaches of security or intrusions, including all prior incidents of ..hacking/' that have previously been detected in the successful proposer's system.

Equal Opportunity

Successful proposer agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The successful proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Incorporation of RFP; Conflict

The terms and conditions of the RFP shall be incorporated and made part of the contract between the City and the successful Proposer. In case of any conflict between the term and conditions of the RFP and the Proposal, the RFP shall prevail unless otherwise agreed upon in writing by the City. The City reserves the right to incorporate terms and conditions contained in the Proposal provided it is not in conflict with the RFP.

Proposal of Additional Contract Terms

The Proposal should include any proposed contractual terms that the Proposer intends to request the City 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 City may reject the Proposal. The City reserves the right, but not the obligation, to negotiate additional terms with the Successful Proposer. The Proposer 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.

The City's notification of the award of contract does not constitute the written contract and shall not create any legal obligation on behalf of the City to enter into a contract. No binding contract shall be valid and enforceable against the City unless it has been signed by the City Manager on behalf of the City, contains the proper certificate by the Finance Director that funds are available and contains the approval of City Attorney as to the form and legality of the contract.

FINANCIAL INFORMATION: The City reserves the right to request financial information and reserves the right to reject RFP responses based on the financial status.

The City will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal, including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to The City and/or its representatives. Further, the City shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the City has formally accepted a recommendation

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 Proposer.
- 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 Proposer, unless otherwise agreed to by the City.
- By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City. Proposers shall identify any interests, and the individuals involved, on separate paper with the response.

Signature: _____

Print

Name:

_____ Date:
