

**City of Springfield, Ohio
Request for Proposal (RFP)**



**Development or Redevelopment for
Permanent Supportive Housing
(Hotel Redevelopment - Formerly the Villager Inn)**

Request for Proposal

Permanent Supportive Housing Development or Redevelopment

Synopsis

The City of Springfield, Ohio (the “City”) is offering for redevelopment or development the facility formerly known as the Villager Inn located at 1715 W North Street., Springfield, Ohio 45504. This facility is a 142-room hotel, which the City purchased to seek development, redevelopment or new construction into a housing solutions complex that includes permanent supportive housing. The property may be redeveloped to serve individuals/families experiencing and/or at risk of becoming homeless, and as permanent supportive housing options for the community.

Permanent supportive housing units exist today in nearly every part of the city. The concept, which has been proven as a best practice nationwide, couples apartment units with around-the-clock support services for residents who are ready to transition out of homelessness. They are a proven model for helping residents recover, stabilize, and re-integrate into the community in a safe and controlled environment.

People served through permanent supportive housing are often our most vulnerable citizens. Citizens of our community who cycle in and out of hospitals, incarceration, and other institutional settings. However, those same citizens served through supported housing are over 90 percent more likely to retain housing for over a year and see significant reductions in institutionalization. Reducing the cost on already overburdened systems and providing an opportunity for housing stability and a meaningful chance at life.

This facility holds the potential for more than just housing. A housing solutions complex should offer access to opportunities for residents and the surrounding community that support the needs of the whole person and the broader community. Respondents are encouraged to propose plans that incorporate the strategic partnerships necessary to create a dynamic facility to meet the complex needs of our most vulnerable citizens.

The offering of this property will be through a request for proposals to review the offers in the context of the proposed end-use of the property and in conformance with the City’s evaluation criteria. Proposals should present a financial plan that details a proposed ownership structure and the financial viability of the project for the developer.

The City will evaluate proposals and make the final award decision. At the discretion of the City, firms, entities or organizations that submitted proposals may be requested to make oral presentations and answer follow up questions as part of the evaluation process.

The City does not express or imply any obligation to reimburse responders for any expenses incurred in preparing proposals in response to this request. If you would like to consider this engagement, please follow the instructions included in this packet for proposal submission and consideration. Failure to respond in the manner required may deem your proposal unresponsive. Labeling information provided in submittals “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the submitted documents will remain confidential until the final award.

Submission Deadline

Date: June 14, 2023

Time: 4:00 PM (ET)

Location: Proposers must upload electronic copies of Proposal Response to BidExpress (<https://www.bidexpress.com/businesses/56536/home>).

Request for Proposal
Permanent Supportive Housing Development or Redevelopment
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Request for Proposal

Permanent Supportive Housing Development or Redevelopment

I. Facility Description and Background

a. Background:

- a) The City is interested in increasing the supply of emergency, affordable, and supportive housing in the City;
- b) The City believes hotel and motel acquisition and conversion offers a relatively fast and cost-effective mechanism for doing this;
- c) To that end, The City acquired an underutilized hotel on the west end of the community, The Villager Inn, located at 1715 W. North Street, Springfield, OH 45504. The City is now utilizing the 142-room hotel as a conduit to seek development or redevelopment of the property into a housing solutions complex that includes permanent supportive housing;
- d) As a part of this process, The City intends to move ownership of the facility to the selected responder.

b. Facility and Property Description:

a) Facility Description (See Appendix I)

- i. Two-story lodging facility built in 1961;
- ii. Consists of 142 rooms;
- iii. Four (4) buildings;
- iv. Contains approximately 52,589 square feet;
- v. Class D construction according to Marshall Valuation Service;
- vi. Wood framing with the exterior of the improvements being masonry/wood;
- vii. Facility includes an office/lobby, lounge/banquet area, laundry facilities, and ice/vending machines;
- viii. Includes three (3) apartment suites; the rest is a mix of king and double queen;
- ix. All public utilities.
- x. Current room configurations vary in size and amenity.

- xi. Average overall condition with average construction quality;
- xii. First floor is poured concrete.

b) **Property Description (See Appendix I)**

- i. The property is approximately 3.190 acres;
- ii. The property has parcel ID# of 3400600011424009
- iii. The City owns the property in fee simple;
- iv. The property has all public utilities;
- v. The property is more accurately located on the south side of W North Street, west of N Bechtle Avenue, west of the CBD, in Springfield, Clark County, Ohio.
- vi. The topography is mostly level
- vii. The property is NOT located in a flood plain
- viii. The property is currently zoned CI-1, Intensive Commercial District;
- ix. The property currently has an asphalt paved parking lot measuring 55,000 SF Asphalt Paving;
- x. Concrete sidewalks and fencing at the property make up 6,400 SF;
- xi. Landscaping is in average condition;
- xii. Ingress and egress are adequate with access and frontage along W North Street;
- xiii. The land to building ratio is currently 2.60:1.00;

II. **Project Description and Funding Sources**

- a. The City is seeking a respondent to lead the design, planning, financing strategy development, facility reconfiguration and the redevelopment and/or development for long term housing solutions complex that includes permanent supportive housing for the homeless and those at risk of becoming homeless;
- b. The City would sell or transfer the property, with a contingency and reverter language restricting the property and ensuring that the transaction be based on an acceptable redevelopment, development or new construction focused on permanent supportive housing for homeless and those at risk of becoming homeless, to the selected respondent;

- c. The offering of the property would be through this request for proposal to review the offers in the context of the proposed end-use of the property and in conformance with the evaluation criteria.
- d. Respondents will be responsible for detailing their developing and schematic design plans for the completion of a housing solution complex that includes Permanent Supportive Housing as well as specific information concerning:
 - i. Site rehabilitation and renovation plan;
 - ii. Supportive services plan and budget, including metrics and key performance indicators that clearly define success for residents and the supportive services approach;
 - iii. Respondents should describe the provider's (applicant or named subcontractor) competence in operating a permanent supportive housing programs;
 - iv. Community engagement plan, including, but not limited to, a detailed approach to meaningfully and continuously engage nearby residents, community stakeholders, and local faith-based and nonprofit organizations;
 - v. Amount and type of nonresidential uses which could address
 - i. Food access
 - ii. Health Care – including behavioral health and substance use conditions
 - iii. Commercial uses to support employment
 - vi. Transportation plan for resident mobility;
 - vii. Proposed amenities;
 - viii. Green building and sustainability features
 - ix. Accessibility features, and
 - x. Any other special features.
- e. These redevelopments may take various forms, including room and building conversions, alterations, as well as potential removal of structures or part of structures or the erection of new structures.
- f. The selected respondent will have a funding strategy that outlines a variety of avenues and mechanisms potentially including but not limited to tax credit projects and other various federal, state and local incentives that can be utilized for development purposes.

- g. The City may utilize of funds from the American Rescue Plan, Home ARP, CDBG and other federal funds to support this project.

III. Project Deliverables

- a. The selected respondent will demonstrate a successful background and experience in working with multiple parties in creating unified plans for development, redevelopment or new construction specifically related to affordable housing, permanent supportive housing and homelessness prevention projects, specifically in the following areas:
 - i. Ability to gather and analyze stakeholder input of needs and wants for conversion planning;
 - ii. Facility redevelopment, including renovation and/or new construction of space;
 - iii. Existing facility physical analysis;
 - iv. Renovation and reconfiguring strategies, including adaptive reuse, while complying with all pertinent building standards and codes;
 - v. Environmental Assessment Planning, specifically Part 58 if necessary;
 - vi. Developing financial sustainability strategies – including potential funding sources (IE: grant opportunities) for renovations, reconfigurations, new construction as well as long term ongoing operations. The financial sustainability portion will include demonstrated knowledge and success in leveraging funds from various sources for similar projects and project based voucher planning and programming for long term sustainability.
 - vii. Experience in cross-sector partnerships that enhance funding opportunities such a LIHTCs and federal sources including entitlement funds. This cross-sector partnership may involve the consultant/developer, owner/operator, housing services provider, and local government agency.
 - viii. Architectural redevelopment designs – including site plans, preliminary construction plans, and construction budgets.
 - ix. Understanding and focus on racial equity and systemic inequities on people who are unhoused, or facing homelessness.
 - x. Fee strategy and outline for the proposed end use of the facility, property and the envisioned strategy regarding the funding and tax incentive approach.

- h.** It is the intent of the City of Springfield to ensure that the permanent supportive housing developed at the site is virtually indistinguishable from the exterior from other common forms of multi-family housing. To that end, the site will require significant renovations to bring the building up to livable conditions that maintain the standard of living as outlined in the HUD Housing Quality Standards.
- i.** Respondents should also detail plans for the following improvements:

 - i.** Landscaping improvements that incorporate green and sustainable design features;
 - ii.** Mold and environmental remediation;
 - iii.** ADA compliance/retrofits that maximize accessibility;
 - iv.** Design kitchenettes, community spaces, and living spaces that are appropriate for the special needs, formerly homeless populations;
 - v.** Exterior buffers, including any perimeter landscaping, a required fence alongside the back of the property, or safety features that protect resident privacy;
 - vi.** Fire safety and sprinkler improvements, and
 - vii.** Outline how these renovations will comply with Housing Quality Standards set for by HUD.
- j.** Respondents should provide a detailed description of how the proposed development will be maintained and managed. Provide management examples from other projects of similar design and scale that the development team has successfully implemented.
- k.** Respondents should also include in their proposal any plans that address the following aspects in their proposals:

 - i.** Plans to maintain the property to preserve aesthetic standards similar to the condition of the property when renovations are completed;
 - ii.** Provide services standard with apartment complexes including trash service, janitorial services, pest control, laundry, and mail receiving service for occupants;
 - iii.** Plans to provide 24/7 on-site security and/or active monitoring of the property for the safety of the residents;
- l.** The City of Springfield firmly believes that supportive services are essential to resident success and will require a detailed supportive services plan and experienced provider to be located on-site.

- m.** The services plan should anticipate providing a 1:25 case management to client ratio. Respondents should detail how they anticipate hiring sufficient supportive services staff, a proposed training model for supportive services staff, and must adhere to a housing first model.
- n.** Respondents will outline a plan detailing on-site supportive services, to include, but not limited to, the following:
 - i.** Hours of on-site services and oversight;
 - ii.** Program intake and individualized service plans;
 - iii.** Crisis planning and response protocols;
 - iv.** Screening and referrals for primary care, mental health, and substance abuse care;
 - v.** Navigation plan for SNAP benefits and other food security services;
 - vi.** Transportation accessibility for residents; SSI/SSDI Outreach, Access, and Recovery (SOAR) application support for eligible persons not receiving disability;
 - vii.** Referrals for supportive employment and job training;
 - viii.** Clear ability to track outcomes for those served through the development of surveys containing life stability scores;
 - ix.** Use of a collaborative, client-centric partnership approach
- b.** Respondents should detail how they plan to screen and prioritize prospective and eligible residents received by referral through the established Coordinated Entry System. These conditions will be outlined in the regulatory agreement.

IV. Project Schedule

Project Schedule	
Contract Execution	8/1/2023
Outcomes and Plans Finalized	TBD
Final Plan for Property	TBD
Potential Transfer of Property	TBD
Project Undertaking (Construction, etc.)	TBD

V. Request for Proposals Schedule

Schedule	
RFP Issued	05/15/2023
Mandatory Pre-Bid and Site Tour Meeting	5/26/2023 Beginning at 8:30 am, local time 1715 W North Street., Springfield, Ohio 45504
RFP Questions Due	6/1/2023 by 4:00 pm, local time
RFP Responses Due	6/14/2023 by 4:00 pm, local time
Interviews and Follow Ups/Clarifications	Week of June 26 th , 2023
Intent to Award Contract Notification	7/10/2023
Commission Approval of Contract Award	7/18/2023

VI. Selection Criteria

Criteria and Score	
Project Approach – integration of services, on site facilities and strategic partnerships	30 Points
Past Performance and Similar Project Experience	20 Points
Organization Capacity and Project Team	20 Points
Ability to Meet Schedule Outline	10 Points
Ability to Follow RFP Directions	5 Points
Meeting Requirements for Professional Licenses and Certifications to Perform Required Services (and) History of Performance with Goals of Diversity and Inclusion/Affirmative Action Programs	5 Points
Costs	10 Points

VII. Notification

- a. Respondents will receive written notification from The City for interviews to review their submissions and to answer questions prepared by The City based on the prior review of their submissions.

- b. Each responding firm is responsible for promptly notifying The City of any changes in the information in its submitted response.
- c. Failure to inform the Owner within 24-hours of the occurrence of a change may result in the removal from consideration for the project.
- d. Any changes to the responding entity after it has submitted its qualifications may result in removal from consideration for the Project.
- e. Any additions, deletions, or substitutions to the responding firm's team after it has submitted its qualifications, will require a showing of good cause and must be clearly identified in a written notice to The City.
- f. If the respondent consists of a Joint Venture ("JV"), as part of the respondents Statement of Qualifications, a copy of the JV Agreement must be submitted for The City's review and approval. The City shall have the right, as a condition of approval of the responding firm, to review the JV Agreement Terms and Conditions, and to require modifications thereto. The JV Agreement thereafter cannot be materially altered or modified during the performance of the procurement process and award of the Contract; the respondent's obligations and duties thereunder without The City's consent.

VIII. Interviews

The City reserves the right to interview the most qualified responding firms at any point during the selection process. However, The City may determine that interviews are not necessary for selection.

- a. Each respondent shall be notified in writing and informed of the place and time for the interview session.
- b. The time allotted for the interview shall not exceed one hour and will include: 5 minutes for setup, 25 minutes for presentation, 25 minutes for Committee questions, and 5 minutes to adjourn.
- c. The format of the presentation session is at the discretion of the presenter.
- d. Members of The City's Evaluation Committee will be present during all of the presentations and interviews.
- e. Before the interview, the respondents shall not address any questions to anyone other than the contact designated in this RFP.

IX. Final Selection

If the City identifies a proposal(s) as delivering the best value, and decides to proceed with the Project, the successful respondent(s) will be asked to, enter into a written contract for services outlined and included in this RFP following the Commission's approval.

X. Proposal Submission Requirements

a. The Proposal Submission must adhere to the following:

- i. Proposers must upload electronic copies the Proposal Response to BidExpress (<https://www.bidexpress.com/businesses/56536/home>)
- ii. Submittals must be typed on standard (8.5"x11") paper; the pages of the Proposal must be numbered.
- iii. A Table of Contents, with corresponding tabs, must be included to identify each section.
- iv. Responses are limited to thirty (30) pages or less using a minimum of a 12-point font.
- v. Any Exhibits, Affidavits, or other enclosure information called for may be included in an Appendix and will not count toward the page limit.
- vi. Each response to this RFP shall be prepared simply and economically, providing straightforward, concise delineation of respondent's capabilities.
- vii. Emphasis must be on completeness, relevance, and clarity of content.

b. Proposal Categorization and Numeration Requirements

- i. Cover Letter Answering: Why You?
- ii. Project Approach
 - i. Detail how the team will manage the process and project to ensure scope, budget and schedule compliance.
 - ii. Include an approach statement addressing managerial resources and management plan for this project.
- iii. Detail the team's quality assurance and quality control process.
- iv. Detail the team's dispute resolution process.
- v. Demonstrate compliance with ALL required qualifications based upon criteria provided in this RFP.

- vi. Pro Forma - Provide a detailed pro forma that shows the sources and uses of funds, development costs, income statement, unit mix, and cash flow statement under the respondent's proposed ownership or lease structure. The pro forma(s) should include, but is not limited to:
 - i. A development budget indicating total project costs, including all direct, indirect, and financing costs, name and amount of sources, construction and permanent sources, that clearly specifies key assumptions and how calculations are made, including from predevelopment up to, and including, stabilized operations;
 - ii. Clearly defined developer fee statement that includes the amount of required cash out during construction and permanent conversion phases, and the amount amortized over the first 12 years;
 - iii. Clearly defined partnership and asset management fees taken from the cash flow and any escalation expected;
 - iv. A 20-year cash flow statement detailing assumptions for all sources of income, AML's of tenants, a vacancy factor, escalators, detailed operating expense budget including supportive services, net operating income, capital reserves, debt service, and debt coverage ratios;
 - v. Source, amount, length of any operating/rent subsidies, and
 - vi. Source, amount, length of services funding.
- vii. Development Finance Plan
 - i. In addition to the budgets, provide a narrative explanation of the proposed project's expected financial structure, including potential sources and amounts of equity and debt financing, as well as any expected affordable housing financing required from local, state or federal sources.
 - ii. Being as specific as possible, identify any assumed reliance on external funding sources (grants, tax credits, etc.) and the development team's experience and competitiveness securing these funding sources.
 - iii. Define assumptions and caveats of development timing and sources. Ensure all information provided is consistent with the pro forma.
- viii. Operating Finance Plan

- ii. Key Team Member Resumes
 - iii. List of Sub-consultants
 - xii. Outline how much work you anticipate may be self-performed versus subcontracted and the philosophy towards self-performed work on this project.
 - xiii. Provide a list of a minimum of three and a maximum of five projects completed within the last eight-years of similar type, scope and budget (\$5m - \$20m).
 - xiv. If any of the proposed team members participated, describe their roles.
 - xv. Provide references with email and telephone contact information for
 - i. Owner
 - ii. Facility Operator
 - iii. Provide project details (include photo)
 - iv. Facility location
 - v. Size: units, square footage, layout, number of stories
 - vi. Original project budget vs. actual project costs
 - vii. Original project schedule vs. actual
 - xvi. Provide a statement of experience with the City of Springfield.
 - i. The respondent's team should provide any experience interfacing with The City and all related local branches of local government that have a role in the project's successful outcome.
 - xvii. Provide statements addressing:
 - i. Experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity.
 - ii. Experience and training of key personnel to competently manage the development of the requested project. Licenses, registrations, and credentials required
 - iii. Capacity to obtain all required bonding, liability insurance, and errors and omissions insurance.

XI. Request for Proposals Clarification Request and Communication Prohibition

- a. The City reserves the right to request clarification or additional information from any respondent.

- b. Specific questions may be addressed to any respondent by The City and The City's evaluation committee may consider further elaboration by the responding firm of any information previously submitted.
- c. All communication from prospective proposers regarding this RFP must be submitted through BidExpress (<https://www.bidexpress.com/businesses/56536/home>). Communication by telephone, email, or in person will not be accepted.
- d. In an effort to maintain fairness in the process, inquiries concerning this procurement, including questions related to technical issues, are to be directed through BidExpress (<https://www.bidexpress.com/businesses/56536/home>). All questions concerning the RFP must reference the RFP section heading. Questions will be answered and posted to BidExpress in the form of addenda to the RFP.
- e. Deadlines for respondent inquiries is subject to the schedule above. Any responses provided from the inquiry will be provided to all potential respondents.
- f. No respondent, or any person or agent acting on their behalf, may communicate or ask questions outside of the permitted avenues of this RFP. Any respondent found to be violating this provision of the RFP will be deemed disqualified from submission and consideration on this project.
- g. Attempts by or on behalf of a prospective or existing vendor to contact or to influence any member of the selection committee, any member of the City Commission or any employee of the City with regard to the acceptance of a proposal may lead to elimination of that vendor from further consideration.

XII. Additional Clauses and Reservations

- a. The City reserves the right to:
 - i. Terminate this process at any point without cause.
 - ii. Reject any and all submittals, and/or to not proceed with a RFP or Contract award.
 - iii. Waive irregularities in the RFP responses, in the City's sole discretion.
 - iv. Respondent must note that Davis Bacon rate and wage laws will apply to this project and must prepare and notate any price responses with the implementation of this law in mind.
 - v. The City reserves the right to select the proposal(s) which in its sole judgment best meets the needs of the City. The City has established an Evaluation Committee that

will make a recommendation to the City Commission. The lowest proposed cost will not be the sole criterion for recommending the contract award.

- vi. The City reserves the right to award multiple contracts from this RFP.
- vii. The City reserves the right to reject any or all proposals and to waive technicalities and informalities when such waiver is determined by the City to be in the City's best interest.
- viii. The City may modify this RFP by issuance of one or more written addenda. Addenda will be posted to BidExpress (<https://www.bidexpress.com/businesses/56536/home>).
- ix. The City reserves the right to meet with select proposers at any time to gather additional information. Furthermore, the City reserves the right to remove or add functionality (e.g., modules, components, and/or services) until the final contract signing.
- x. This RFP does not commit the City to award a contract. All proposals submitted in response to this RFP become the property of the City and public records, and as such, may be subject to public review. Proposers concerned with release of proprietary or confidential information are encouraged to not submit that information in the proposal.
- xi. The City shall not be liable for any pre-contractual expenses incurred by prospective vendors, including but not limited to costs incurred in the preparation or submission of proposals. The City shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

XIII. RFP GENERAL PROVISIONS

- a. SUBCONTRACTORS/ CONTRACTORS – It is recognized that subcontractors may be utilized to do parts of the project. However, it is intended that the majority of the work should be accomplished by the selected Firm. If subcontractors are planning to be used, the Firm submitting the proposal shall, as part of the proposal, submit all subcontractors proposed to complete the work and the extent of their involvement and expertise. All such subcontractors/ Engineers shall be subject to the approval by the City.
- b. PROTECTION OF PERSONS AND PROPERTY - The Firm shall take all reasonable precaution for safety and protection to prevent damage, injury, or loss to all of its employees and the public.
- c. TERMINATION OF CONTRACT - The City of Springfield reserves the right to terminate the contract for cause or convenience. Settlement payment will be based on successful delivery prior to termination. The City will pay the aggregate price of delivered service computed in accordance with the prices specified in the contract. Failure to meet deadlines will result in liquidated damages, which will be negotiated as per the contract.
- d. PROPOSAL ACCEPTANCE, WITHDRAWAL AND REJECTION - Each proposal shall constitute an offer to the City to enter into a contract with the City pursuant to the terms of the proposal to the extent such terms are not inconsistent with the Request for Proposals. Said offer shall not be revoked for a period of ninety (90) days from the proposal due date. If the withdrawal is made prior to the proposal deadline, proposer or his authorized representative may withdraw sealed proposals by signing a receipt for the proposal. Proposals may be submitted again prior to the proposal deadline. The City of Springfield reserves the right to contract for all or part of the Scope of Services described herein and to reject any and all proposals.
- e. QUESTIONS AND ADDENDA - Any addenda to this Proposal will be made available to all known Proposers, prior to Proposal opening. Addenda will be posted to Bid Express. The City is not responsible for oral instructions. All questions shall be submitted through Bid Express. Questions will be directed to the appropriate technical staff and answers will be available on Bid Express.
- f. NON-COLLUSION AFFIDAVIT AND DISQUALIFICATION - The proposer guarantees that the proposal submitted is not a product of collusion with any other proposer or with any City, State or Federal employee and no effort has been made to fix the proposal price of any proposer or to fix any overhead, profit or cost element of any proposal price. Proposer shall execute a non-collusion affidavit on the form furnished by the City, a copy of which is included with this Request for Proposal. No contract shall be deemed fully executed until this affidavit has been properly executed. An executed non-collusion form shall be included with the proposal.
- g. AFFIRMATIVE ACTION ASSURANCE FORM - The Proposer shall be required to have an Affirmative Action Plan which declares that it does not discriminate on the basis of race, color, religion, national origin, disability (provided the person is a qualified person with a disability) or sex, and which specifies goal target dates to assure the implementation of that plan. All Proposers whose Proposals will be for \$15,000 or more shall submit as part of their Proposal documents the information requested on the attached Affirmative Action Assurance Form.
- h. MINORITY AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS - It is the policy of the City of Springfield, Ohio, that Minority and Disadvantaged Business Enterprises, as defined in Chapter 153 of the City of Springfield Codified Ordinances, shall have the maximum practical opportunity to participate in the performance of contracts let by the City of Springfield, Ohio. A contractor that does not subcontract any work does not need to meet the goals or to even document any "good faith efforts." However, if the successful bidder/prime contractor changes its plan and later subcontracts part of the job, the prime is required to conduct good faith efforts before they select subcontractors .
- i. DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT - Proposer must agree that if this contract is awarded to him, he will execute and submit the affidavit required by Section 5719.042 of the Ohio Revised Code. The affidavit is to be incorporated into and made a part of the contract, and no payment shall be made with respect to this contract unless such statement has been completed.

- j. USE OF TERMS - The personal pronoun "he" shall be understood to include persons of both sexes and other legal entities. For purposes of this RFP, the terms Proposer, Engineer, Engineer, Bidder, Firm and Company shall have the same meaning.
- k. LAWS AND REGULATIONS - The Proposer shall keep fully informed and comply with all Federal and State laws, City ordinances, codes, rules and regulations that affect these services.
- l. CITY INCOME TAX - The successful Proposer shall be responsible for complying with all laws, ordinances, regulations and policies relative to the City's income tax. For specific questions regarding the City income tax, contact the Income Tax Division at (937) 324-7306.
- m. LIABILITY INSURANCE - Before starting any work under the contract, the successful Proposer shall, except as otherwise approved by the City, take out and maintain at his own cost and expense, the following insurance until the work is completed and accepted by the City. Such insurance shall be with companies and with limits satisfactory to the City and not less than required by law.
 - i. Workers' Compensation: The Proposer agrees to furnish an official certificate or receipt of the Industrial Commission of Ohio showing payment of necessary premiums into the State Insurance fund when such certificates are required in the Request for Proposal.
 - ii. Commercial General Liability (to include): Contractual Liability and Personal Injury and Property. Bodily Injury, including Personal Injury, and Property Damage \$500,000 Combined Single Limit.
 - iii. Comprehensive Automobile Liability: Including non-ownership and hired car coverage as well as owned vehicles. Bodily Injury and Property Damage: \$500,000 Combined Single Limit.
 - iv. Engineer shall include, in their proposal, a description of arrangements which they have regarding professional liability insurance coverage (errors and omissions) they have. A minimum of \$1,000,000 coverage will be required.
 - v. Certificates of insurance acceptable to the City's Law Director shall be filed with the City with the contract for this project and prior to commencement of any work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled unless a ten (10) day (minimum) prior written notice has been given to the City. Proposers shall indicate if they have professional liability errors and omissions insurance and the amount of coverage. Should any insurance described in any certificate expire or be terminated during the period when the same is required under this Contract, the City shall be notified immediately and such expired or terminated insurance must be replaced with new insurance certificates prior to date of such expiration or termination.
- n. UNLAWFUL DISCRIMINATION - Every contract, for or on behalf of the City of Springfield, Ohio, or the purchase by the City of any goods or services shall be subject to the following provisions: In the hiring of employees for the manufacture, processing or furnishing of such goods and services, the seller and any person or corporation acting on his behalf, shall not, by reason of race, religion, national origin, disability (provided the person is a qualified person with a disability), or sex in any manner intimidate any employee hired for the performance of work in connection with the manufacture, processing or furnishing of any such goods or services. Should any seller violate this section, the seller shall be subject to the following forfeitures: There shall be deducted from the amount payable to the seller by the City under the contract, a forfeiture of One Hundred Dollars (\$100.00) for each person who is discriminated against or intimidated in violation of such contract.
- o. INTEREST IN CONTRACT - The City Charter provides that no members of the City Commission, the City Manager, or any other officer or employee of the City, shall directly or indirectly be interested in any Contract, job, work, or service with or the City, nor in the profits or emoluments hereof, nor in the expenditure of any money on the part of the City other than his fixed compensation; and any contract with the City in which any such officer or employee is, or become, interested may be declared void by the City Commission. In any case the City may notify the Contractor, in writing, to

- discontinue all Work or any part thereof, and thereupon the Contractor shall discontinue the work or such part there as may be designated.
- p. PROPOSAL PROTESTS - Proposers whose Proposals are refused or rejected by the Purchasing Agent and proposers who object to the Purchasing Agent's recommendation of a contract award who desire reconsideration of the Purchasing Agent's acts must submit a written request for reconsideration to the City's Finance Director, stating all reasons the Proposer objects to the Purchasing Agent's decisions. All requests for reconsideration must be submitted within five (5) days after the Purchasing Agent has posted notice of his/her recommendation for award. Proposers, who fail to submit a petition for reconsideration within the said five (5) day period, waive any objections to the decisions of the Purchasing Agent.
 - q. UNRESOLVED FINDING FOR RECOVERY – Refer to attached Ohio Revised Code (O.R.C.) requirement and certification form. Return this executed form with your proposal.
 - r. DEPARTMENT OF ENGINEERING CONSTRUCTION SPECIFICATIONS AND STANDARD DRAWINGS - Bidders MUST refer to the Department of Engineering-Construction and Material Specifications dated December 2022, for instructions to bidders and additional terms and conditions of this invitation to bid available online at: <https://springfieldohio.gov/business-development/engineering/>
 - s. PERFORMANCE AND PAYMENT BONDS – If applicable, the successful Bidder shall furnish and pay for Bonds covering the faithful performance and payment of all obligations under the Contract Documents. Performance and Payment Bonds or a certified check on a solvent bank payable to the Treasurer of the City of Springfield, Ohio, each in the amount of one hundred percent (100%) of the Contract Price will be required. Bonds shall be executed on the forms included with the Bid Documents and with such Sureties as are licensed to do business in the State of Ohio, with a properly executed Power-of-Attorney, authorizing the attorney-in-fact to bind the Surety and certified to include the date of the Bond.

XIV. FEDERAL FUNDING ATTACHMENT

Funds to States and Local Governments to be Governed by Federal Rules (2 C.F.R. Part 200)

Federal grants funds to States and local governments will be subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200. In addition, where the funds are used for State and local government contracts and projects, these requirements will generally be flowed down to “subrecipients,” i.e., entities performing the contracts and projects funded by Federal Funds.

The requirements in 2 C.F.R. Part 200 are set forth in different Appendices of the regulation. These requirements range from cost accounting and audit principles to record-keeping procedures to prevent and safeguard against the unauthorized use of funds. Depending on a subrecipient’s financial management practices and accounting procedures, a subrecipient may need to implement new practices and procedures that monitor and track federal grant funding to comply with these requirements. For example, a subrecipient should have a financial management system that:

1. Records the source and application of grant funds;
2. Provides effective control over and accountability for all grant funds and property;
3. Allows for a comparison of actual expenditures with reported costs and budgeted costs;
4. Includes procedures to ensure that all expenditures are obligated within the effective grant period;
5. Includes procedures to minimize the time between receipt and expenditure of grant funds, if applicable; and
6. Includes procedures to prohibit the transfer of funds between federally funded programs and/or grants.

Similarly, a subrecipient should maintain the following for tracking and managing federal grant funds:

1. Chart of accounts, written accounting procedures, internal and administrative controls, accounting journals and ledgers;
2. Payment requests and source documentation (vendor invoices, bills of lading, purchase orders, payment vouchers, payrolls, bank statements and reconciliations); and
3. Financial statements, correspondence and audit files.

In addition to these cost accounting and record-keeping requirements, subrecipients are also expected to comply with the following list of required flow-down terms. These terms include:

1. Equal Employment Opportunity requirements; 2. Davis Bacon Act (40 U.S.C. §§ 3141-3148);
3. Anti-Kickback Act (40 U.S.C. § 3145);
4. Contract Work Hours and Safety Standards (40 U.S.C. §§ 3701- 3708);
5. Rights to Inventions Made Under a Contract or Agreement (37 C.F.R. Part 401);
6. Clean Air Act (42 U.S.C. §§ 7401-7671q) and Water Pollution Control Act (33 U.S.C. §§ 1251-1387);
7. Debarment and Suspension (Executive Orders 12549 and 12689);
8. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352);
9. Procurement of recovered materials (2 C.F.R. § 200.323) (pursuant to section 6002 of the EPA's Solid Waste Disposal Act);
10. Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216); and
11. Domestic preferences for procurements (2 C.F.R. § 200.322).

Failure to comply may result in Federal grantors taking one of the following actions:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by the Federal awarding agency;
2. Denying both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspending or terminating the Federal award;
4. Initiating suspension or debarment proceedings;
5. Withholding further Federal awards for the project or program; or
6. Taking other remedies that may be legally available.

Appendix I – Facility and Property Description



1. The subject property is a two story, four building, 142 room economy limited service lodging facility, containing 52,589 SF of GBA on a 3.190 acre site of typical functional design and is considered to be of average overall condition and of average quality of construction. The improvements consist of a 142-room, four building, two-story interior/exterior corridor, economy limited service lodging facility.
2. There is one building that is not utilized, therefore only 87 units are considered to be in service.
3. It contains approximately 52,589 square feet and is of Class D construction according to Marshall Valuation Service with wood framing with the exterior of the improvements masonry/wood. The improvements have an office/lobby, lounge/banquet area, laundry facilities, and ice/vending machines.
4. The guest room mix is king, double queen, and apartment suites (3).

5. Average quality buildings with pitched metal/flat rubber roofs built in 1961.
6. The interior of the rooms is of a dated economy design, with comparable trims and finishes.
7. The facilities have been adequately maintained. The mechanical systems are considered to be adequate for the use.
8. Hence, overall the subject improvements are considered to be of moderately favorable functional utility in terms of size and design as a lodging facility.
9. Other physical traits are as follows:
10. Street General Data: Year Built: 1961 Building Area: 52,589 SF GBA Land to Building Ratio: 2.60:1.00
11. Overall Condition: Average Construction Detail: Foundation: Poured concrete Framing: Wood framing, Class D construction according to Marshall Valuation Service.
12. Exterior Walls: Masonry/Wood Floor Construction: Poured concrete on the first floor with the upper floor having wood sub-flooring covered by lightweight concrete.
13. Roof : Pitched Metal/Flat Rubber
14. Windows: Metal frame with no sliding function
15. Elevators: None (Several Staircases)
16. Mechanical Detail:
17. HVAC: Common Areas Gas fired forced air split system rooftop mounted units.
18. Guest Rooms PTAC
19. Sprinklers: None
20. Electric: Assumed to be adequate for existing use.
21. Lighting: Typically, fluorescent, recessed, and wall sconces
22. Interior Finish:
23. Layout: Guest rooms, foyer/ lobby, lounge/banquet, registration area, office, laundry, and various support areas.
24. Ceilings: Drywall and/or acoustical tile
25. Walls: Primarily drywall painted finish and/or wall covering, wood, and concrete block throughout.
26. Floor Covering: The units have carpeting, vinyl and/or tile flooring.
27. Lighting: Incandescent and fluorescent
28. Site Improvements:
29. Lighting: Building lights and security lights
30. On-Site Parking: Approximately 55,000 SF asphalt paving
31. Landscaping: Typical limited landscaping
32. Overall Condition: Average

Sketches









