



Delaware County Commissioners

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PUBLIC NOTICE REQUEST FOR PROPOSALS

Economic Development Management, Advisory, and Consulting Services

The Delaware County Board of Commissioners is requesting competitive sealed proposals from professional consultants to provide economic development management, advisory, and consulting services. Proposals will be received at the Board's office, 91 North Sandusky Street, Delaware, Ohio 43015, until **4:00 p.m. on January 30, 2025**. At that time, proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of offerors will be read aloud. Proposals will not be accepted after the hour and date stated above.

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading "Public Notices and Bids" or may be obtained from the Board's office during normal business hours.

Any proposals submitted are to be prepared at the offeror's expense. The Board reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the offeror and the Board, and the Board shall have no liability whatsoever to any offeror whose proposal is not accepted. The decision to award a contract is within the sole discretion of the Board. If an award is made, it shall be to the offeror whose proposal is determined to be the most advantageous to Delaware County, Ohio, in the Board's sole discretion.

General Information

Established in 1808, Delaware County is located in the center of Ohio and is 459 square miles in size. Home to more than 230,000 residents, it is one of the fastest growing counties in the state. With 1,100+ employees and an annual general-fund operating budget in excess of \$150 million, Delaware County is one of the top 50 employers in Central Ohio. The County also has earned the highest possible credit ratings from both Moody's Investors Services (Aaa) and Standard & Poor's Ratings Services (AAA), making it only the second county in Ohio and one of only 80 counties in the U.S. to earn these ratings.

The Delaware County Board of Commissioners has established the Office of Economic Development to foster economic development within Delaware County, develop and promote plans and programs designed to assure that county resources are efficiently applied to economic development initiatives, and to coordinate county economic development with that of the state and other local governments. In 2023, the Office of Economic Development completed a new Delaware County Economic Development Strategic Plan, identifying target industries and priority development areas within Delaware County, as well as establishing economic development goals and strategies to implement the plan. The 2023 Strategic Plan may be accessed at <https://economicdevelopment.co.delaware.oh.us/edsp/>.

I. Scope of Work

General:

The County is seeking to work with a consultant to provide economic development management, advisory, and consulting services to support the Office of Economic Development and its partner agencies. The County is requesting services for a term of one (1) year, with an option for an additional one (1) year renewal term, if agreed between the parties.

Specific:

- Support the County's economic development efforts and assist with the implementation of the Economic Development Strategic Plan
- Advise and consult the Board of County Commissioners and County administration on economic development matters
- Manage economic development staff and assist with recruiting additional economic development staff, as needed
- Manage economic development-related contracts and services
- Provide staff support and serve as the County's liaison to partner agencies, including the Delaware County Finance Authority, Delaware County Community Improvement Corporation, Energy Special Improvement District, and other jurisdictions, agencies, and communities, as may be required
- Other economic development-related duties as assigned.

II. Proposal Requirements

The proposal should address the following topics:

A. TRANSMITTAL/COVER LETTER

The cover letter must be signed by a representative authorized to legally bind the firm, and include:

- Name, telephone number, and e-mail address of a contact person with authority to answer questions regarding the proposal.
- Identification of the firm as a corporation or other legal entity; and
- Describe the strategy for meeting the expectations outlined in the Scope of Work section.

B. PROPOSAL FORMAT

Listed below is the information that should be addressed in the proposal:

1. **PERSONNEL:** Please provide an overview of all key personnel and outline their relationship to the firm and their affiliations. Include background information on key individuals who are anticipated to be assigned to the project.
2. **PREVIOUS WORK AND REFERENCES:** A minimum of three (3) samples of previous work for similar clients (government agencies preferred) should be included here. Contact information (names, addresses, phone numbers, email addresses) for these clients should be provided. The samples should be provided digitally, either via a hyperlink or on a flash drive.
3. **WORK PLAN:** Please describe your approach to completing the tasks listed in the Scope of Work.
4. **COST:** The proposal must provide a fixed fee for the services to be rendered.

III. Submission of Responses

- A. SUBMISSION PROCEDURE:** Proposals shall be submitted with one paper copy and one electronic copy on a flash drive in a sealed envelope, marked as "Proposal – Delaware County Economic Development Services." Proposals shall be delivered to 91 North Sandusky Street, Delaware, Ohio 43015, no later than **4:00 p.m. on January 30, 2025**. Proposals will not be accepted after the hour and date stated above.
- B. ACCEPTANCE/REJECTION/MODIFICATION TO RESPONSES:** Delaware County reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive informalities or irregularities in a proposal or in the proposal process. Respondents may not submit modifications, unless requested to do so.
- C. COST OF PREPARATION:** Delaware County will not be liable for any costs incurred by a respondent in preparing or submitting a proposal.
- D. OWNERSHIP:** Submitted materials become the property of Delaware County and will not be returned.
- E. PUBLIC RECORDS:** Submitted responses and any agreement or other documents become public records only upon contract award, at which time the proposals are subject to review and copying by any person making an appropriate request for public records. Offerors should note within their proposal whether it considers any part of the proposal as proprietary or trade secret information. Delaware County will attempt to keep, to the best of its ability, proprietary or trade secret material confidential, only to the extent permitted by law. Notwithstanding the foregoing,

Delaware County shall have the sole discretion in determining whether any part(s) of the Offerors' proposals contain information that is exempt from Ohio Public Records law.

- F. COMMUNICATIONS:** Delaware County will accept questions regarding the RFP only by email to Jonathan Kabat, Economic Development Coordinator, at the following email address: jakabat@co.delaware.oh.us. From the release of the RFP until a consultant is selected, Offerors shall only communicate regarding the project in question with Delaware County officials or others working on the project through the email address designated for such purposes. Delaware County reserves the right to disqualify Offerors for unauthorized communication, but Delaware County reserves the right to contact Offerors after receipt of proposals for clarification of any items within the proposal. Delaware County shall open any and all proposals received in a manner that prevents the disclosure of contents of competing offers to competing Offerors.

IV. Contractual Provisions and Notices to Offerors

- A. CONTRACT TERMS AND CONDITIONS:** A sample contract is attached to this RFP, and the sample contract contains all the terms and conditions applicable to the services.

- B. NOTICES:** The following notices are given in accordance with R.C. 307.862:

1. Delaware County reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that Delaware County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority;
2. Delaware County reserves the right to reject, in whole or in part, any proposal that Delaware County has determined, using the factors and criteria established to evaluate proposals, would not be in the best interest of the county;
3. Delaware County may conduct discussions with offerors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.
4. An offeror may withdraw the offeror's proposal at any time prior to the award of a contract. Delaware County may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith;
5. Delaware County may cancel or reissue this RFP if any of the following apply:
 - (a) The supplies or services offered through all of the proposals submitted are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP;
 - (b) The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds

for the project; (c) Delaware County determines that award of a contract would not be in the best interest of the county.

6. Delaware County may award a contract to the offeror whose proposal is determined to be the most advantageous to the County, taking into consideration the evaluation factors and criteria developed and set forth in the request for proposals.

V. Evaluation of Proposals

- A. **EVALUATION METHODOLOGY:** This RFP is being conducted in accordance with the procedures for competitive sealed proposals, pursuant to R.C. 307.862. The County will weigh three (3) factors to determine which proposal is the most advantageous to Delaware County

Factor	Weight
1. Ability to provide services specified	50 points
2. Price.	10 points
3. Profile and Work Plan	40 points
TOTAL CRITERIA WEIGHT	100 points

- B. **EVALUATION TEAM:** The County Administrator will establish a selection committee to evaluate the proposals. The composition will remain consistent for all responses, and the selection committee will be responsible for documenting and tabulating the scores for all responses.

- C. **EVALUATION PROCESS:** Proposals will be ranked based upon the evaluation factors specified above. The County may select one or multiple offerors with which to hold additional discussions based upon the evaluation factors specified above. The County will avoid disclosing any information derived from proposals submitted by competing offerors during those discussions. Offerors not selected for further discussions may be excluded from further consideration for the contract upon notification by Delaware County. Based upon a review of the proposals and potential additional discussions, Delaware County will enter into contract negotiations with the highest ranked offeror. The County shall engage in contract negotiations with only one (1) offeror at a time. Failure to agree upon the terms and condition shall eliminate the proposal from further consideration. Requests by Delaware County for clarification of proposals shall be in writing. Said requests shall not alter the offeror's pricing information contained in its proposal. If negotiations with the highest ranked offeror fail, negotiations with this offeror shall be terminated, and Delaware County may enter into contract negotiations with the next highest ranked offeror. This process may continue until a contract is successfully negotiated.

SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT Economic Development Management, Advisory, and Consulting Services

This Agreement is made and entered into on _____, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 91 North Sandusky Street, Delaware, Ohio 43015 (“County”), and [*Consultant Name and Address*](“Consultant”), hereinafter collectively referred to as the “Parties.”

1 SERVICES PROVIDED BY CONSULTANT

- 1.1 The Consultant will provide interim economic development management, advisory, and consulting services (the “Services”).
- 1.2 The Consultant shall perform the Services promptly and with the ordinary degree of skill and care that would be used by other reasonably competent practitioners of the same discipline practicing in the same locale and under similar circumstances.
- 1.3 The Services are more fully defined in and shall be rendered by the Consultant in accordance with the Consultant’s Proposal dated _____ (the “Proposal”), which is attached hereto and, by this reference, fully incorporated into this Agreement.

2 SUPERVISION OF SERVICES

- 2.1 The Delaware County Board of Commissioners hereby designates the Delaware County Administrator (the “Administrator”) as the agent of the County for this Agreement.
- 2.2 The Administrator shall have authority to review and order changes, commencement, suspension or termination of the Services performed under this Agreement.

3 AGREEMENT AND MODIFICATIONS

- 3.1 This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the Services, and may only be modified or amended in writing with the mutual consent and agreement of the Parties.

4 FEES AND REIMBURSABLE EXPENSES

- 4.1 Compensation for Services provided under this Agreement shall be in accordance with the Proposal, and the total compensation under this Agreement shall not exceed [\$_____] without subsequent modification of this Agreement in accordance with Section 3.1.

5 PAYMENT

- 5.1 Compensation shall be paid in accordance with the Proposal.
- 5.2 Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices.
- 5.3 The County shall pay invoices within fifteen (15) days of receipt.

6 NOTICE TO PROCEED; TERM; TERMINATION

- 6.1 The Consultant shall commence Services as directed by the Administrator and shall complete the Services in accordance with the Proposal. This Agreement shall commence immediately upon execution by both Parties and continue for an initial term of one (1) year. The Parties may agree to an additional one (1) year renewal term by execution of a written extension of the Agreement, signed by both Parties.
- 6.2 The Parties may terminate this Agreement upon written notice given in accordance with the termination clause stated in the Proposal.
- 6.3 In the case of termination, the Consultant shall submit a final invoice within sixty (60) days of the notice of termination for Services completed up to the date of termination. The County is not liable for payment for Services performed after the effective date of termination.

7 CHANGE IN SCOPE OF SERVICES

- 7.1 In the event that significant changes to the scope of Services are required during performance of the Services, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall not be effective unless and until approved in a writing signed by both Parties.

8 OWNERSHIP

- 8.1 Upon completion or termination of the Agreement, the Consultant shall provide copies, if so requested, to the County of all documents or electronic files produced under this Agreement
- 8.2 The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed reports and any other tangible written or electronic work produced in accordance with the Agreement.
- 8.3 This section does not require unauthorized duplication of copyrighted materials.

9 CHANGE OF KEY CONSULTANT STAFF; ASSIGNMENT

- 9.1 The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff assigned to the Services as contemplated at the time of executing this Agreement.
- 9.2 The Consultant shall not assign or transfer this Agreement, or any of the rights, responsibilities, or remedies contained herein, to any other party without the express, written consent of the County.

10 INDEMNIFICATION

- 10.1 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.
- 10.2 The Consultant shall indemnify and hold free and harmless Delaware County and its officials and employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result breach of contract, infringement of any right to use, possess, or otherwise operate or have any owned, protected, licensed, trademarked, patented, non-patented, and/or copyrighted

software, product, service, equipment, invention, process, article, or appliance manufactured, used, or possessed in the performance of the Agreement and/or in providing the Services, to the extent caused by any act, error, or omission of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

11 INSURANCE

- 11.1 Minimum Coverage: Consultant shall maintain general and automobile liability insurance policies in such amounts as the Administrator determines will reasonably protect the County and Consultant.
- 11.2 Proof of Insurance: Prior to the commencement of any Services under this Agreement, Consultant, and all of its subcontractors, if any, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of Services under this Agreement.

12 MISCELLANEOUS TERMS AND CONDITIONS

- 12.1 Assignment: Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party.
- 12.2 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 12.3 Independent Contractor: The Parties acknowledge and agree that Consultant is acting as an independent contractor and that no agency, partnership, joint venture, or employment relationship has been or will be created between the Parties. Consultant also agrees that, as an independent contractor, Consultant assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums that may accrue as a result of compensation received for services or deliverables rendered hereunder. **Consultant hereby certifies that it has five (5) or more employees and that its employees are not public employees as contemplated in Chapter 145 of the Revised Code.**
- 12.4 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 12.5 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 12.6 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 12.7 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder

hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 12.8 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.9 Authority to Sign: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf and is authorized to bind such principal.
- 12.10 County Policies: The Consultant shall adhere to all applicable Delaware County policies, including, but not limited to, the following: Discrimination Policy, Ethics Policy, Contractor Safety Policy. The Consultant shall require any and all of its boards, board members, officers, officials, employees, representatives, agents, and/or volunteers performing work under this Agreement and/or for or on behalf of the County to comply with all applicable Delaware County policies and shall be responsible for such compliance. The County may, in its sole discretion, immediately terminate this Agreement for failure of the Consultant to comply with this Subsection. Copies of applicable policies are available upon request or online at <https://humanresources.co.delaware.oh.us/policies/>. The County reserves the authority to change, amend, replace, enact, repeal, and/or rescind any or all of the policies at any time and without notice.
- 12.11 Drug-Free Workplace: The Consultant agrees to comply with all applicable federal, state, and local laws regarding drug-free and smoke-free workplaces and environments and shall have established and have in place a drug-free workplace policy. The Consultant shall make a good faith effort to ensure that all of its employees and subcontractors engaged in the Services being performed hereunder will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs.
- 12.12 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of Services under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the Services to which the Agreement relates. Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of Services under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

(The remainder of this page is left intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

CONSULTANT

Date: _____

By: _____
[Authorized Signatory, Name and Title]

**BOARD OF COUNTY COMMISSIONERS
OF DELAWARE COUNTY, OHIO**

Date: _____

By: _____
Barb Lewis, President
Pursuant to Resolution No. 11-137 and
Resolution No. 24-_____

Approved as to Form:

General Counsel, Board of Commissioners
Delaware County, Ohio

FISCAL OFFICER'S CERTIFICATION

The Delaware County Auditor hereby certifies that the amount required to meet the obligation set forth in this Agreement has been lawfully appropriated for such purpose and is in the County treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This certification is given in accordance with sections 5705.41 and 5705.44 of the Revised Code.

The Delaware County Auditor also certifies that it has been confirmed with the Ohio Auditor of State that the Consultant has no unresolved findings for recovery issued against it by the State of Ohio.

Date: _____

George Kaitsa
Auditor, Delaware County, Ohio