Home for Families ("HFF") in partnership with NAI Ohio Equities ("NAI") is releasing this Request for Proposal (RFP) to solicit responses from Buyers looking to purchase the property referenced and allow HFF to redeploy funds toward its programming.

## I. Summary

Home for Families is a 501(c)3 nonprofit with the goal of ending family homelessness. HFF was founded in 1986 as an all-volunteer organization dedicated to serving homeless children and has evolved to a nonprofit with over 80 staff with three key program areas: housing, education, and family stability. All of our families have income that is well below the poverty level and have significant barriers to housing stability and therefore overall family stability. Most families in our housing programs have an average of two or more evictions, and many have criminal records and/or behavioral health/substance abuse issues. In addition, the poverty population is growing three times faster than the general population and there is one low-income unit available for every three low-income renters. Furthermore, rent costs are climbing and require a minimum wage worker to work 73 hours per week in order to afford fair market rent for a two-bedroom apartment. Combined with rising food and utility prices, more of our population is likely to be at risk of homelessness.

To help HFF fulfill this mission, HFF wishes to sell its building located at 33 N. Grubb Street in Franklinton with the intention of maximizing this investment by seeking the highest and best offer. Therefore, we are issuing this RFP to the local development community to solicit proposals. In addition, as HFF is looking to relocate, we are also interested in and seek a buyer/partner who may have other properties that could accommodate our expansion/relocation, or work with us from a timing perspective by potentially delaying closing while we identify a replacement property. HFF also encourages creative proposals and offers open that incorporate some continuing ownership stake in the property as well as scenarios where HFF can supplement or provide synergy to the development if those plans align with our mission, ie: affordable housing, etc.

### 1) Site Details

The structure at 33. N. Grubb Street is approximately 25,610 square feet and sits on 1.26 acres. It is located just north of the intersection of W. Broad Street and N. Grubb Street and is highly visible from SR-315 directly across from Mt. Carmel West and the newly constructed CoverMyMeds headquarters.

For more details regarding the property, please visit the Franklin County Auditor's website using the link below.

https://audr-apps.franklincountyohio.gov/redir/Link/Parcel/010-006884-00

#### II. RFP Timetable

Description	Date
Release of RFP	March 1, 2023
Deadline for Written Questions	March 24, 2023
Responses to Questions Provided	March 31, 2023
RFP Proposals Due	April 14, 2023
Identify "Short List"	April 28, 2023
Interviews	May 19, 2023
Final Selection	June 2, 2023

<sup>\*</sup>HFF and NAI reserve the right for a best and final round before or after the Buyer interviews. We reserve the right to select which submissions receive an interview.

## a. Questions and Responses

Prospective Purchasers may submit questions regarding this RFP by email to mgregory@ohioequities.com. All questions must be received by 5:00 pm (Eastern) on Friday, March 24, 2023. When submitting questions, please specify which section of the RFP you are referencing and quote the language that prompted the question. Questions may address issues or concerns that the evaluation criteria and/or business requirements would unfairly disadvantage Prospective Purchaser or, due to unclear instructions, may result in NAI not receiving the best possible responses from Prospective Purchaser.

**HFF will provide responses to questions on April 28, 2023.** HFF reserves the right to group similar questions when providing answers and answers will be shared with all respondents.

## b. Proposal Submission Deadline

The Prospective Purchaser's **proposal should be submitted by 5:00 pm (Eastern) by Friday**, **April 14, 2023**. Digital copies should be emailed to <a href="mailto:mgregory@ohioequities.com">mgregory@ohioequities.com</a> and physical copies either dropped off or mailed to:

Attn: Matt Gregory 605 S. Front Street Suite 200 Columbus, Ohio 43215

Please include the subject line "PROPOSAL FOR HFF PURCHASE." It is the sole responsibility of the submitting Prospective Purchaser to ensure that its proposal is received by the submission deadline. Submitting Prospective Purchasers shall bear all risks associated with delays in delivery. Any proposals received after the scheduled closing date and time for receipt of proposals will not be accepted.

### III. Proposal Requirements

Prospective Purchasers shall submit 10 print sets and one electronic high resolution digital copy. Proposals shall be made in 8 ½"x11" size. The proposal shall be organized into the following sections:

- a. Firm History and Experience
  - The Proposer will present their overall capabilities and experience. This will include specific descriptions of similar redevelopment projects, work with nonprofits, or other relative work to this proposal.
- b. Understanding and Approach
  - i. This section describes the Prospective Purchaser's understanding of the identified objectives of HFF and describes the Prospective Purchaser's approach to meeting those objectives. HFF is seeking innovative ideas. This section will include a statement regarding the Proposer's understanding as well as identify any issues that may need to be addressed moving forward, including recommendations for remediating the issue.
- c. Proposed Future Use
  - i. Size (SF or Units, Type of Construction, Number of Stories, etc.)
- d. Offer
  - i. Terms
    - Purchase Price
    - 2. Amenability to leaseback and/or delayed closing and to allowing HFF to not pay rent for a period not to extend past Q4 2024
      - a. Please specify details and as tangible a timeline as possible
    - 3. Amenability to providing HFF a partial ownership stake
      - a. Please specify details proposed
- e. Buyer contingencies
  - i. le: zoning, financing, feasibility, grants, etc.
- f. Proposed timing for due diligence/closing
  - i. Please provide a timeline

### IV. Proposal Evaluation & Criteria

Proposals will be evaluated on net proceeds to HFF, impact on the community, likelihood of approvals/closing and to some degree, its compatibility with HFF's mission and programming.

Following the initial evaluation, HFF may select a particular Prospective Purchaser (with or without interviews) or enter into discussions with a "short list" of Prospective Purchasers, consisting of those Prospective Purchasers reasonably likely, in the opinion of HFF, to be awarded the contract. The purpose of discussions with a Prospective Purchaser on the "short list" will be to identify to that Prospective Purchaser specific deficiencies and weaknesses in its proposal and to provide the Prospective Purchaser with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or

weaknesses may include such things as contract timeline, purchase price, leaseback terms, and contingencies. Discussions may take place through written correspondence and/or during face-to-face interviews. HFF reserves the right not to convene interviews or discussions, and to make an award on the basis of initial proposals received. After a Prospective Purchaser has been selected, the HFF and HFF legal team will negotiate a contract for execution by HFF and the potential purchaser, a process which HFF hopes to accomplish within 30 days. If a satisfactory contract cannot be negotiated, the NAI and HFF legal team may, at its sole discretion, begin contract negotiations with the next qualified Prospective Purchaser who submitted a proposal, as determined by the NAI and HFF legal team. Prospective Purchasers are further notified that the NAI and HFF legal team may disqualify any Prospective Purchaser with whom a contract cannot satisfactorily be negotiated. HFF's expectation of the PSA is that it will largely comply with community custom as to non-business terms, in the event a purchaser requires significant variance from community custom for non-business terms, the Prospective Purchaser should indicate so in their offer.

# V. Reservation of Rights

This RFP is a solicitation for proposals only and is not intended as an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations. HFF may, at its sole discretion, accept or reject any or all proposals submitted in response to this RFP. HFF also may, in its sole discretion, make no award for this RFP or cancel this RFP in its entirety. HFF further reserves its right to waive minor errors and omissions in proposals, request additional information or revisions to offers, and to negotiate with any or all Prospective Purchasers. HFF shall not be liable for any costs incurred by the Prospective Purchaser in connection with the preparation and submission of any proposal. HFF has the right to amend the RFP, in whole or in part, by written addendum, at any time. HFF is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda. Such addendum shall be made available to each person or organization which HFF records indicate has received this RFP. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal being found non-responsive and not being considered, as determined in the sole discretion of HFF. HFF is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf. HFF has the right to reissue the RFP at a future date.

### VI. Confidentiality and Public Records

The information within this RFP contains brief, selected information pertaining to the business and affairs of the Property. It does not, however, purport to be all-inclusive or to contain all of the information, which a prospective purchaser may desire or require. By acknowledgement of receipt of the Property information, Prospective Purchasers agree that the Property information is confidential, proprietary and the exclusive possession of Owner and further that you will hold and treat it in the strictest of confidence, that you will not directly or indirectly disclose, or permit anyone else to disclose, the Property information to any other person, firm or entity, without prior written authorization of Owner. Prospective Purchasers further agree that they will

not duplicate, photocopy or otherwise reproduce the Property information in whole or in part or otherwise use or permit it to be used in any fashion or manner detrimental to the Property or the interest of Owner. Prospective Purchasers hereby agree to indemnify Owner from any loss or damage, which Owner may suffer as a result of the undersigned's breach of the terms and conditions of this Confidentiality Agreement. Owner expressly reserves the right at Owner's sole, singular, exclusive and arbitrary discretion to reject any or all proposals or expressions of interest in this Property and to terminate discussions in connection therewith with any party at any time without notice. The Property information shall not be deemed to represent the state of affairs of the Property or constitute an indication that there has been no change in the business or affairs of the Property since the date of preparation of this information. The information provided has been gathered from sources that are deemed reliable, but the Owner does not warrant or represent that the information is true or correct. You are advised to verify information independently. The Owner reserves the right to make any change, to add, delete, or modify the information or to withdraw the Property from consideration at any time, without notice. The Property information is not to be construed as an offer, an expression of intent, an obligation, or as part of any contract or commitment, to sell the Property. Furthermore, the inclusion or exclusion of information relating to asbestos or any other hazardous, toxic or dangerous chemical item, waste or substance (thereinafter collectively referred to as "Waste") relating to the Property shall in no way be construed as creating any warranties or representations, expressed or implied by the Owner or its agents as to the existence or nonexistence or nature of waste in, under or on the Property, or to create legal and/or economic obligations upon the Owner, lessee and/or other holders of interest in the Property or a part thereof.

### VII. Conflicts of Interest

HFF has adopted policies governing Prospective Purchaser conduct. Prospective Purchasers shall not disturb HFF staff, its partners, clients, or board of directors. You may not contact or receive information outside of this RFP process. If it is discovered that the Prospective Purchaser contacted and received information from anyone other than the person specified above and under the process specified herein regarding this solicitation, HFF may, in its sole discretion, disqualify your proposal from further consideration. All contact regarding this RFP or any matter relating thereto must be in writing and may be emailed to mgregory@ohioequities.com.

# VIII. Supplemental Documents

Digital copies of this RFP will be available along with site deliverables at <a href="https://www.ohioequities.com/hff">www.ohioequities.com/hff</a>. Site deliverables will be added as information is collected. If specific items are needed and are not able to be found on the website, please make requests during the question period.