REQUEST FOR PROPOSAL

RFP#:	**RQ16408/Event #7105**
RFP Title:	**HOME Down Payment Assistance Program**
RFP ISSUE DATE:	**August 3, 2026, at 8:30 AM**
PROPOSAL DUE DATE:	**September 1, 2026, at 11:00 AM**
ISSUING DEPARTMENT:	**Department of Purchasing Cuyahoga County Administrative Headquarters 2079 East 9th Street, 2nd Floor, Room 2-200 Cleveland, Ohio 44115**

Proposals MUST be delivered to the ISSUING DEPARTMENT by the date and time listed. Any proposal received after this date and time will be returned and/or unopened.

REQUESTING DEPARTMENT: **Dept. of Housing and Community Development (HCD)**

2079 E. 9th St., Room 7-311A
Cleveland, Ohio 44115

PUBLIC NOTICE

REQUEST FOR PROPOSALS (RFP# **16408/Event #7105)**

Cuyahoga County, on behalf of the Department of Cuyahoga County ***Housing and Community Development (HCD)*****,** is soliciting proposals from agencies and organizations to provide the following services: ***HOME Down Payment Assistance Program***

Copies of the proposal specifications are available from the Department of Purchasing. Please call (216) 443-7200 to request a copy of the RFP and to be placed on the official plan holders' list. A "Plan Holder of Record" is one who has received the RFP directly from the Cuyahoga County Department of Purchasing. Obtaining documents from any other source will not make the vendor a plan holder of record. Vendors are highly encouraged to be on the official plan holders' list to ensure they receive all documents and addenda related to the RFP. Proposals received from vendors, regardless of whether a plan holder of record, will be deemed non-responsive if all required documents are not included in the submittal.

A pre-proposal conference is scheduled via telephone conference **on August 14, 2026, at 2:00 PM.**
The call-in number +1 440-462-2064 Access Code 726 100 550#
Proposal specifications will not be distributed at the conference.

Vendors are also encouraged to register in the Cuyahoga County Supplier Portal, the County's Electronic Bid Submissions program, and to receive notices of future bid opportunities [Phone: (216) 443-7200]. Go to opd.cuyahogacounty.us and click on the link for INFOR Supplier Portal Registration.

Completed proposals must be submitted as follows:

To the Cuyahoga County Administrative Headquarters Department of Purchasing, 2079 East 9th Street, 2nd Floor, Room 2-200, Cleveland, Ohio 44115 **no later than 11:00am (Local Time) on September 1, 2026.** The official closing time shall be determined by the wall clock located in the Cuyahoga County Department of Purchasing (SAME ADDRESS). Late bids will be returned unopened.

OR

In the Cuyahoga County Supplier Portal system **no later than 11:00am (Local Time) on September 1, 2026**. The official closing time shall be determined by the Supplier Portal clock. Late bids will not be opened.

Duplicate responses will be deemed non-responsive.

Paul J. Porter, Director
Department of Purchasing

Publish on the Department of Purchasing website on: August 3, 2026.

This notice may be viewed on the Cuyahoga County website at: https://opd.cuyahogacounty.us by selecting "Notices and Contracts Search." At "Select Item Type," click on "Notices." Next enter the "Notice Bid Close Date" range or "Notice Number" and select "search" to view applicable notices.

Request for Proposal Sections

Contents

PART ONE: GENERAL INSTRUCTIONS

A. RFP Contact

If you have any questions during the proposal time, all inquiries must be directed to the following individual:

Individual Name:	Anthony W. Scott, Esq., Director
Department Address:	Department of Housing and Community Development 2079 E. 9th St., Room 7-311A Cleveland, OH 44115
Phone:	216-443-6394
Email Address:	awscott@cuyahogacounty.gov

B. RFP Guidelines

1. The submittal of a proposal will be considered by the County as constituting an offer to perform the required services at the stated fees.
2. The County reserves the right to issue addenda to the RFP at any time. If the addendum is issued less than seventy-two (72) hours prior to the approval to the proposal due date, the closing date will be modified accordingly.
3. Multiple proposal submissions from provider for the same service will be considered non-compliant and will be rejected.
4. Proposals must remain open and valid for at least ninety (90) days. The time for awarding the contract may be extended by the agreement of Cuyahoga County and the awarded vendor.
5. The County is not liable for any costs incurred by the vendor in the preparation and presentation of proposals submitted in response to the RFP.
6. A part or all of this proposal may be incorporated in the contract.
7. The County reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the County to purchase. The County is not bound to accept the lowest priced proposal or any of the proposals submitted.
8. All materials submitted become property of the County. Selection or rejection of a response does not affect this right. Submitted materials will not be returned.
9. Once the contract is awarded, all documents submitted to the County as part of the proposal become public information. The County does not encourage the submission of confidential/proprietary information in response to the proposal. However, written requests for confidentiality may be submitted to the RFP contact. Neither a proposal in its entirety, nor proposal price will be considered confidential or proprietary. Under Ohio Revised Code Section 149.43, the County will make a determination of application for disclosure on an ad hoc basis. For confidential financial statements that may be required to be submitted, please place in a separate envelope clearly marked “CONFIDENTIAL FINANCIAL STATEMENTS.”

PART TWO: COUNTY SPECIFICATIONS

1. <u>Issue to be Resolved</u>

Cuyahoga County seeks a qualified organization to administer its HOME-funded Down Payment Assistance Program and expand access to sustainable homeownership opportunities for income-eligible households.

Entities submitting proposals in response to this solicitation shall hereinafter be referred to as "Respondents."

2. <u>Scope of Work</u>

Cuyahoga County seeks a qualified organization to administer its HOME-funded Down Payment Assistance (DPA) Program. The selected agency will serve as the County's program administrator and public-facing partner responsible for applicant intake, eligibility determination, homebuyer counseling coordination, underwriting, compliance review, closing coordination, program reporting, and ongoing program administration in accordance with HOME regulations, HUD guidance, and County requirements.

The selected agency shall provide, at a minimum, the following services:

1. Program Administration & Public Interface

    - Serve as the primary point of contact for prospective homebuyers, lenders, real estate professionals, settlement agents, and other stakeholders.
    - Maintain current program information, eligibility requirements, application materials, and contact information.
    - Respond to routine program inquiries within one (1) business day.
    - Acknowledge receipt of complete applications within two (2) business days.
    - Coordinate communication among all transaction stakeholders to facilitate timely processing and closings.

2. Applicant Intake, Eligibility & Counseling

    - Receive and review applications.
    - Verify household income eligibility in accordance with HOME regulations and applicable HUD income limits.
    - Verify first-time homebuyer eligibility and all other program requirements.
    - Ensure completion of HUD-certified homebuyer education and counseling requirements.
    - Provide HUD-certified homebuyer counseling directly or through a formal partnership with a HUD-approved housing counseling agency.

- Describe the methodology used to determine the minimum amount of HOME assistance necessary for each transaction, including consideration of borrower income, assets, liabilities, debt-to-income ratios, available liquid assets, and mortgage affordability.
- Maintain complete eligibility documentation within each applicant file.

3. Property Review & Inspection

- Verify property eligibility.
- Conduct inspections and reviews required under applicable HOME regulations and County policies.
- Verify compliance with applicable housing quality, health and safety, environmental, and lead-based paint requirements.
- Ensure deficiencies are corrected prior to closing.

4. Mortgage & Financial Underwriting

- Conduct underwriting consistent with HOME requirements and sound lending practices.
- Review borrower income, assets, liabilities, housing expenses, debt-to-income ratios, and mortgage terms.
- Verify compliance with County-established underwriting standards.
- Ensure that no more HOME assistance is provided than necessary to facilitate sustainable home purchase.

5. Loan Structuring & Assistance Administration

- Determine assistance amounts in accordance with County guidelines and HOME regulations.
- Prepare all required loan documents.
- Ensure compliance with affordability period requirements and applicable homeownership regulations.

6. Closing Coordination & Disbursement

- Coordinate with lenders, title companies, and settlement agents
- Prepare and distribute required closing documentation
- Advance and disburse funds as required.
- Ensure compliance with all applicable federal, state, and local requirements.

7. Compliance Monitoring & File Management

- Maintain complete, accurate, and auditable program files.
- Maintain electronic program files in a format accessible to Cuyahoga County upon request or at contract termination and in accordance with applicable record retention requirements.
- Prepare reports required by the County.
- Support County monitoring, audits, and compliance reviews.

8. Fair Housing & Program Accessibility

- Conduct outreach and marketing activities designed to increase awareness of the program throughout the Cuyahoga Urban County.
- Comply with all applicable federal, state, and local Fair Housing requirements.
- Ensure program information, applications, and services are made available to all eligible households in a manner that does not discriminate based on any protected class.
- Maintain procedures to provide reasonable accommodation and meaningful access consistent with applicable law.

9. Financial Management

- Maintain appropriate accounting and internal controls.
- Submit reimbursement requests and supporting documentation.
- Demonstrate the financial capacity necessary to administer program funds.

Project Management

The Respondent shall provide a comprehensive management plan demonstrating its ability to administer the County's DPA Program efficiently, effectively, and in compliance with all applicable requirements.

The management plan shall include:
- Organizational structure and chain of command
- Internal quality control procedures.
- File review and compliance monitoring procedures.
- Customer service protocols
- Risk management and issue resolution procedures.
- Cybersecurity protocols for protection of applicant financial information.
- Communication protocols with County staff.
- Procedures for maintaining required records and documentation.
- Procedures for monitoring program performance and achieving program goals.

The Respondent shall identify potential internal and external risks that may affect program administration and provide mitigation strategies, including staffing contingencies, technology disruptions, regulatory changes, market conditions, lender participation challenges, and fluctuations in applicant demand.

Anticipated Work Schedule

The selected agency shall demonstrate its ability to implement and administer the program in accordance with the following general schedule:

- Program Startup and Implementation – Within 30 days of contract execution.
- Public Launch and Application Intake – Within 45 days of contract execution.
- Initial Eligibility Determinations – Within 10 business days of receipt of a complete application.
- Underwriting Review – Within 10 business days of receipt of a complete transaction package.

- Closing Coordination – Prior to scheduled settlement dates.
- Monthly Performance Reports – Due no later than the 15th day of the following month.
- Quarterly Program Reports – Due within 30 days following the end of each quarter.
- Annual Program Review – Within 60 days following the end of each program year.
- Respondents shall submit a detailed implementation and operating schedule identifying key milestones and deliverables.

Performance Evaluation Accountability/Outcomes

Proposals shall identify measurable outcomes and methods for evaluating program performance. At a minimum, Respondents shall address:

- Number of inquiries received and responded to.
- Number of applicants completing homebuyer counseling.
- Number of applications processed.
- Number of households determined eligible.
- Number of loans closed.
- Average application processing time.
- Average underwriting turnaround time.
- Percentage of files passing compliance review.
- Percentage of files requiring corrective action.
- Amount of HOME funds committed and expended.
- Geographic distribution of assisted households.
- Demographic distribution of assisted households.
- Fair Housing outreach activities completed.
- Customer service performance measures.

Respondents shall identify performance benchmarks, data collection methods, and reporting procedures.

Vendor Qualifications:

The Respondent must demonstrate the organizational, operational, financial, and technical capacity necessary to administer a federally funded down payment assistance program. The County will consider organizations demonstrating experience in:

- HOME-funded homeownership programs.
- Down payment assistance program administration.
- Mortgage underwriting and loan review.
- HUD-approved Housing Counseling Agency designation or formal partnership agreement with a HUD-approved counseling provider.
- Demonstrated financial capacity to advance and disburse program funds pending reimbursement by the County.
- HUD compliance and monitoring.
- Fair Housing implementation.
- Loan closing coordination.

- Federal grant administration.
- Program reporting and data management.

Respondents shall provide evidence of:

- Successful administration of similar programs.
- Compliance with federal funding requirements.
- Financial stability.
- Internal controls and audit readiness.
- Ability to meet performance timelines.
- Experience working with lenders, real estate professionals, and title companies.
- Successful completion of comparable contracts within budget.

Staff Qualifications

Respondents shall identify all personnel assigned to the project and provide the following information:

- Name.
- Title/Position.
- Role and responsibilities.
- Relevant experience.
- Years of experience.
- Professional certifications and licenses, if applicable.
- Relationship to the Respondent.

The proposed team should collectively demonstrate expertise in:

- HOME regulations.
- Housing counseling.
- Mortgage underwriting.
- Loan processing.
- Compliance monitoring.
- Financial management.
- Fair Housing.
- Program administration.

An organizational chart shall be provided identifying reporting relationships and responsibility for each major deliverable. The Respondent shall identify key personnel and/or subcontractors responsible for program management, underwriting, compliance, counseling coordination, financial management, and reporting.

Budget/Pricing

Respondents shall submit a firm pricing proposal and detailed budget narrative for the full contract term. The budget shall clearly identify:

- Personnel costs.
- Fringe benefits.
- Program administration costs.
- Housing counseling costs.
- Underwriting costs.
- Inspection costs.
- Technology and software costs.
- Outreach and marketing costs.
- Travel and training costs.
- Indirect costs, if applicable.
- Other direct costs.

The Respondent shall provide a proposed payment schedule tied to contract deliverables and reimbursement milestones. The County reserves the right to negotiate final pricing and payment terms with the selected Respondent.

PART THREE: VENDOR PROPOSAL CRITERIA

The proposal should be organized as set forth below. The headings in the proposal should mirror the sections and heading set forth below for evaluation purposes.

A. <u>Introduction</u>

1. **Cover Letter** - Proposal shall include a cover letter in the standard business format. The cover letter must include, but is not limited to, all of the following information:
   a. Vendor legal name
   b. Legal status of the organization (i.e., Corporation, Partnership, etc.)
   c. Number of years the organization has been in business
   d. Federal Tax ID
   e. Principal place of business
   f. Name, phone number, email address, and mailing address of the contact person who has the authority to answer questions regarding the proposal.
   g. A vendor representative authorized to make contractual obligations must sign the cover letter.

2. **Table of Contents** – Identified each required section of your proposal for easy accessibility for all reviewers.

Required Content:

1. ***Scope of Work***
2. ***Performance Evaluation Accountability/Outcomes***
3. ***Vendor Qualifications***
4. ***Budget/Pricing***

Additional Proposal Components

1. ***Proposed Solution for Current Issue***
2. ***Project Management***
3. ***Anticipated Work Schedule***
4. ***Staff Qualifications***

B. <u>Body of the Proposal</u>

1. Proposed Solution for Current Issue (5 points)

a. Describe your organization's solution to current issue presented by the County.

2. Scope of Work (15 points)

a. Provide a description of the services you will provide, including, but not limited to the following information:

i. Detailed technical specifications
ii. Detailed substantive specifications
iii. Describe the reason why your organization is the best organization to provide these services as presented.
iv. Describe your approach to applicant intake, eligibility determination, homebuyer counseling, underwriting, closing coordination, compliance monitoring, reporting, and program administration.
v. Describe the underwriting methodology used to ensure compliance with HOME requirements that no more HOME assistance than necessary is provided to each household.

3. Project Management (10 points)

a. Provide description of management plan that will ensure services are completed in the manner required.
b. Provide description of how performance evaluation will be completed throughout the project to ensure project goals are being achieved.
c. Provide a description of any internal organizational issues that may arise throughout the project and the action plan that is in place to correct the issues.
d. Provide a description of external issues that may arise throughout the project and the action plan that is in place to correct the issues.
e. Describe the systems, software, workflow tools, and quality control procedures that will be used to manage applicant files, monitor compliance, and track program performance.

4. Performance Evaluation Accountability/Outcomes (10 points)

a. Individually describe how you will meet each outcome as set forth in the County's specifications.
b. Identify proposed performance benchmarks and methods for measuring:
    i. Application processing time
    ii. Eligibility determination timelines
    iii. Loan closing timelines
    iv. Counseling completion rates
    v. Compliance rates
    vi. Customer service performance
    vii. Fair Housing outreach effectiveness

5. Anticipated Work Schedule (5 points)

a. Indicate ability to adhere to anticipated work schedule.

b. Include a project timeline that includes the projected time for achieving each deliverable.
c. Describe the organization's ability to begin program operations within thirty (30) days of contract execution.

6. Vendor Qualifications (30 points)

a. Provide a detailed description of the vendor’s qualifications and organizational capacity to successfully complete the HOME-funded Down Payment Assistance Program administration. and comply with all applicable federal, state, local, and County requirements.

b. Provide a detailed description of the vendor's experience administering HOME-funded homebuyer assistance programs within the last five (5) years, including down payment assistance programs, homeownership programs, mortgage underwriting, housing counseling, compliance monitoring, loan closing coordination, and other federally funded housing programs. Respondents should specifically identify their experience administering HOME-funded homebuyer assistance activities and demonstrate familiarity with applicable HOME regulations, affordability requirements, income eligibility determinations, underwriting standards, and program compliance obligations. Experience with programs funded through HOME, CDBG, HUD, OHFA, or other public funding sources should be identified as applicable.

c. Provide data and supporting documentation evidencing the vendor's ability to successfully administer programs of similar size, scope, and complexity, including:

   i. Number of homeownership assistance transactions administered within the last five (5) years.
   ii. Total amount of down payment assistance or homeownership assistance funds administered within the last five (5) years.
   iii. Number of households successfully assisted.
   iv. Demonstrated compliance with HOME, HUD, or other federal program requirements.
   v. Experience serving low- and moderate-income households and historically underserved populations.
   vi. Experience coordinating with lenders, title companies, housing counselors, and real estate professionals.

d. Provide evidence of the vendor’s financial and organizational stability, including the ability to successfully manage project financing, program administration, regulatory compliance, financial management, internal controls, monitoring readiness, and audit preparedness.

e. Respondents shall provide evidence of available working capital, lines of credit, unrestricted reserves, or other financial resources sufficient to administer and advance program funds prior to reimbursement.

f. Provide data evidencing the vendor's ability to successfully administer similar programs, including:

   i. Program performance compared to established goals.
   ii. Timeliness of eligibility determinations, underwriting reviews, and closings.
   iii. Description of any significant monitoring findings, audit findings, compliance issues, or corrective actions within the last five (5) years.

g. Demonstrate organizational readiness to implement program services immediately upon contract execution, including staffing, systems, policies, procedures, and financial capacity.

7. Staff Qualifications (15 points)

a. Provide a description of each key staff member, employee, consultant, subcontractor, housing counseling partner, underwriting partner, compliance partner, or other individual who will provide services related to the proposed project. The County reserves the right to approve or disapprove of any change in the successful vendor’s proposed project team.

b. The description for each individual shall include, at minimum:

   i. Name
   ii. Title/Position
   iii. Role and responsibilities related to the proposed project
   iv. Relevant experience with housing finance, compliance, property management, supportive services, or other applicable project activities
   v. Experience administering or complying with federally funded housing programs, if applicable
   vi. Years of relevant experience
   vii. Professional licenses, certifications, or specialized credentials, if applicable
   viii. Legal relationship with the prime contractor (employee, consultant, subcontractor, partner organization, or to be hired)

c. Provide an organizational chart identifying all key project team members and entities involved in the proposed project, including program management staff, housing counselors, underwriters, compliance personnel, financial management staff, reporting personnel, consultants, and subcontractors, as applicable.

d. Provide a narrative describing:

   i. The project management structure and chain of command.
   ii. The individual responsible for overall project delivery.
   iii. The individual responsible for financial management and reporting.
   iv. The individual responsible for underwriting and transaction review.
   v. The individual responsible for compliance with HOME and other applicable federal requirements.
   vi. The process for communication, decision-making, and issue escalation throughout the project lifecycle.

e. Identify any vacancies, contingent hires, or anticipated subcontractors not yet secured at the time of proposal submission and describe the vendor's plan and timeline for securing those resources.

8. Budget (10 points)

a. Provide a completed budget and detailed budget narrative, describing your budgeting approach to support program management and program implementation. The budget and narrative should be attached and labeled as (Appendix B).

b. Describe any additional resources, partnerships, technology platforms, counseling resources, or organizational capacity that will enhance program delivery without increasing County costs.

9. Terms and Conditions (0 points)

a. This section and language may not be edited. However, your department may include a number of points if this will be included in scoring. Otherwise, it will be included in the non-scoring section.

PART FOUR: PROPOSAL SPECIFIC GUIDELINES

Options	YES	NO	
C. Subcontracting	X	☐	
D. Financial Statements	X	☐	Upon Request ☐ supplemental information as needed
E. Performance Bond	☐	X	**Bond - Issue Name and Amount (if applicable):** **Matrix #:**

A. Pre-Proposal Conference

The purpose of the conference is to discuss the work to be performed with prospective vendors and allow them the opportunity to ask questions concerning the RFP. It is strongly recommended that interested vendors attend. A preproposal conference for all participating vendors is scheduled as indicated below:

Date: August 14 2026
Time: 2:00 PM
Call-in number: +1 440-462-2064
Access Code: 726 100 550#

Vendors with a disability needing accommodation should contact the Department of Human Resources, Compliance Unit, 2079 E. 9th Street, Cleveland, Ohio 44115; Phone (216) 443-3192 (Voice) or 443-7002 (TDD) prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

B. Diversity Requirements

Cuyahoga County has not established a Diversity goal for this project.

C. Subcontracting

Subcontracting is permitted. Subcontractors may be used to perform work under this contract. The substitution of one subcontractor for another may be made only at the discretion of the County project manager, and with prior written approval from the project manager. Vendors will be responsible for the subcontractors meeting all terms and conditions of the specifications. Per Executive Order EO2016-0002, the County shall endeavor to require prime contractors to pay its subcontractors in a speed and swift fashion, and language shall be placed in the relevant contracts between the prime contractor and the County.

D. Financial Statements

Financial statements must be provided.

E. Performance Bond

A performance bond is not required.

F. Proposal Format

The proposal should be submitted in compliance with the following specifications:

1. If submitting directly to the Cuyahoga County Department of Purchasing physical location, responses must be submitted with one (1) original, one (1) hard copy and (1) one digital copy (on a flash drive). The original response must have an original signature on the cover letter and attached forms, as noted.
2. If submitting directly to the Cuyahoga County Supplier Portal System, responses must be uploaded as one pdf attachment.
3. Proposals cannot be submitted using both of the above options.
4. Proposals should be organized as set forth in Part 3, Vendor Proposal Criteria.

PART FIVE: GENERAL PROPOSAL PROCEDURES

A. Proposal Inspection

Vendors should carefully review this RFP for defects and questionable or objectionable matter. Comments concerning defects and objectionable material shall be made in writing and received by the RFP contact at least ten (10) days before proposal opening. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the RFP contact at least ten (10) days before the proposal opening.

B. Proposal Submission

Proposal submission can be one of two ways. Using both options will result in non-responsiveness of both submissions.

1. Submission Directly to the Issuing Department

a. Proposals must be submitted in a sealed envelope with the RFP Title, RFP # and Vendor Name listed on the front of the envelope.
b. Proposals MUST be delivered (including courier/package delivery services) or delivered by mail to the ISSUING DEPARTMENT by the date and time listed above. Any proposal received after this date and time will be returned unopened.
c. The official closing time will be determined by the wall clock located in the issuing department as indicated on the cover page of this RFP.
d. Vendors assume the risk of the method of dispatch. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date is not acceptable.
e. Proposals may not be delivered by facsimile transmission or other telecommunication or electronic means.
f. Hand-delivered proposals may be delivered only Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m., excluding holidays observed by the County.

2. Submission to the Cuyahoga County Supplier Portal System

a. Proposals submitted to the open Event.
b. On the line response under unit price enter $1.00 and attach your proposal. The $1.00 value entered is not part of the review process. The amount submitted within the proposal response will be the basis for review.
c. The official closing time is determined by the portal's clock.
d. Proposals may not be delivered by any other means.

C. Proposal Opening

The Department of Purchasing will open proposals publicly at the following:

Location: Cuyahoga County Administrative Headquarters
2079 East 9th Street, 2nd Floor, Room 2-200
Cleveland, Ohio 44115

Interested parties must call into toll-free phone number: 1-833-548-0282
Access Code: 754 404 9514

Date: **September 1, 2026**
Time: **11:00am**

Each proposal will be opened, the vendor's name read from the proposal cover page, and logged. No dollar amounts or other details of the proposal will be disclosed at this time.

Rejection – The County reserves the right and discretion to reject any or all proposals for any reason or all proposals for no reason at all without incurring liability. Specific reasons the County may reject proposals include, but are not limited to the following: vendor takes exception to terms and conditions included in the RFP; vendor fails to meet the standards, specifications and requirements of the RFP; vendor submits prices the County determines to be excessive or exceeds available funds; or based on the evaluation set forth in Part Five, Section D, or the County determines contracting with the Vendor would not be in the best interest of the County.

Withdrawal – Vendors may withdraw a submitted proposal any time up to the proposal closing date and time, by submitting a written request to the RFP contact listed above and the Department of Purchasing.

D. Proposal Evaluation

The evaluation process is designed to award the contract to the vendor(s) with the best combination of attributes based upon the evaluation criteria, not necessarily to the vendor with the lowest cost. The team will evaluate and numerically score each proposal in accordance with Part Three: Vendor Proposal Criteria.

E. Proposal Clarifications and Corrections

The County may request clarifications from any vendor during the evaluation process. The County may also provide the vendor an opportunity to correct defects in its proposal if the County determines it will not result in an unfair advantage for the vendor and it is in the County's best interest. Any clarification or correction that is broader than the scope of the County's request may result in the vendor's proposal being disqualified.

F. Contract Negotiations

The ability to negotiate rests solely with the County. If any contract cannot be negotiated in fifteen (15) days of notification to the designated vendor, or a reasonable time as determined by Cuyahoga County, the County may terminate negotiations with the vendor and negotiate a contract with another vendor.

G. Contract Award

Cuyahoga County will send a Notice of Intent Letter to all vendors, notifying vendor of the recommended action. The scores and placement of the vendors will not be part of the Notice. A tabulation of all vendor's names and addresses submitting proposals will be available upon request from the RFP contact person.

H. <u>Provider Debrief or Protest</u>

Debrief Meeting – Vendors who submitted an unsuccessful proposal may request a meeting for debriefing and discussion of their proposals. The request for a debriefing must be in writing and addressed to the RFP contact. The debriefing is not an opportunity to challenge the decision, nor will it include a comparison of the vendor's unsuccessful proposal with any other vendor's proposals.

Protest Letter – A vendor may protest the recommendation of award of a contract by filing said protest in writing to the RFP contact person, as outlined in the Notice of Intent to Award Letter. The protest letter shall include the following information.

a. Name, address, telephone number and email of the protestor; and
b. The signature of the protestor; and
c. Identification of the contract at issue; and
d. A detailed statement of the legal and factual grounds of the protest;
e. The form of relief requested.

PART SIX: CONTRACT TERMS AND CONDITIONS

Vendor must agree to the terms and conditions defined herein that will be included in the Contract. The County reserves the right to include additional terms and conditions in the Contract as applicable.

Legal Form. The contract shall be subject to the review of the County Department of Law as to legal form and correctness.

Compliance. Vendor shall comply with all Federal, State, County and municipal laws, ordinances, resolutions, and policies applicable to providing Services under this contract.

Warranty. Provider hereby warrants that the services will not infringe, misappropriate or violate any intellectual property or other right of any person or entity; the services will be performed in a professional and workmanlike manner, consistent with industry standards; the services will be performed in strict accordance with the highest standards of care, skill, diligence and professional competence applicable to suppliers engaged in providing similar services; provider has the requisite skill and staff to perform the services required hereunder fully, in a timely and efficient manner; and provider will perform the services in accordance with all applicable laws.

Indemnification. Provider hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Provider , including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Provider under any terms or provisions of this Contract.

Termination. The County may terminate this Contract or any order under this Contract for its convenience and without cause. Any notice of termination will be effective thirty (30) days after the Vendor receives it. If the termination is for the convenience of the County, Vendor will be entitled to compensation for any Services that have been delivered before termination. Any fees paid in advance shall be returned to the County at a prorated amount. No early termination fees shall apply to the County.

Governing Law and Jurisdiction. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Provider hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at council.cuyahogacounty.us.

Social Security Act. Provider shall be and remain an independent contractor with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Provider for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and said Provider also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this Contract must be executed by the County before compensation for the Services set forth in this Contract can be provided. In the event that Services are provided by Provider prior to the execution of this Contract by the County, the same will be provided at Provider's risk, and payment therefore cannot, and will not, be made unless and until this Contract is approved by the County. Upon approval by the County of this Contract, however, any and all prior performance under this Contract shall be deemed ratified and said performance shall be deemed to be included in this Contract. Payment(s) for said prior performance shall not increase the amount of the Contract limit.

Ethics Requirements. Provider agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by Provider. Provider shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at: https://inspectorgeneral.cuyahogacounty.us.

Findings and Recovery. Provider represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and Provider must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.

Conflicts of Interest. Provider personnel may not acquire any personal interest that conflicts with Provider's responsibilities under this Contract. Additionally, Provider will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under Provider's control, if such an interest would conflict with that official's or employee's duties. Provider will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. Provider will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

Equal Employment Opportunity. Provider shall comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

Drug-Free Workplace. Provider shall comply with all applicable state and federal laws regarding keeping a drug-free workplace. Provider must make a good faith effort to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Anti-Discrimination. Provider agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of Provider to provide equal opportunity to all businesspersons seeking to contact, or otherwise interested in contracting with, Provider, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of Provider to enter into any particular agreements.

Assignment. Provider shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County.

Ownership. All documents and products created pursuant to this agreement shall be the sole property of the County.

No Apparent Authority/Proper Approvals. Provider recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

Annual Appropriations. All of the County's obligations under the Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year.

Electronic Signature. Provider agrees on behalf of the submitting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, that all contract documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by the county to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Provider also agrees on behalf of the aforementioned entity and persons, to be bound by the provisions of chapters 304 and 1306 of the Ohio revised code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

PART SEVEN: CONTRACTING DOCUMENTATION

A. DOCUMENTS

The successful vendor must furnish a signed contract along with the following documents within fourteen (14) calendar days of receiving the RFP Intent to Award Letter.

1. Certificate of Insurance
2. Workers' Compensation Certificate (if applicable)
3. Performance Bond and Related Documents (if applicable)
4. Independent Contractor Form
5. Completed W-9 Tax Form

B. INSURANCE

Borrower shall procure and maintain for the duration of the Loan Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Borrower, his agents, representatives, employees or sub-borrowers.

Nothing in this Agreement shall be construed to be a waiver of defenses or immunities afforded to the County under applicable law.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(a) **Worker's Compensation Insurance** as statutorily required by the State of Ohio.

For Borrowers with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of no less than $1,000,000 per accident for bodily injury or disease.

(b) **Commercial General Liability Insurance** with limits of liability not less than:

- $1,000,000 each occurrence bodily injury & property damage;
- $1,000,000 personal & advertising injury;
- $2,000,000 general aggregate;
- $2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form CG 00 01 or its equivalent. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this specific project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Such insurance may also be used to meet the limit requirements under the umbrella insurance requirement herein.

(c) **Business Automobile Liability Insurance** covering any auto (symbol 1), or if Borrower has no owned autos, hired (symbol 8) and non-owned autos (symbol 9). Such insurance shall provide a limit of not less than $1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) CA 00 01 form or its equivalent.

(d) **Umbrella/Excess Liability Insurance** to provide additional insurance limits for commercial general
liability and/or automobile liability, with limits of liability not less than:

- $5,000,000 each occurrence
- $5,000,000 general aggregate
- $5,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and be provided on a true "following form" or broader coverage basis. Such insurance may also be used to meet the limit requirements of the underlying insurance, so long as the total limit provided by the Borrower is equivalent to the limits required in this Loan Agreement for both primary and excess/umbrella coverage.

(e) **Cyber Risk Insurance** for all vendors. This coverage shall respond to privacy and network security liability claims with limits of liability not less than:

- $1 million per occurrence.
- $1 million aggregate.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

(f) Professional Liability Insurance/Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of design, architectural and engineering services with a limit for liability not less than:

- $2,000,000 per claim
- $2,000,000 aggregate

(g) Crime Insurance for all vendors who will be handling cash or other forms of receipts, such as credit card transactions. This coverage shall include employee dishonesty and theft, as well as disappearance and destruction of money and securities with limits not less than:

- $2,000,000 million per incident

(h) **Builders Risk Insurance on All-Risks Property Coverage**:

Form covering damage to the Project, Project Site, and Improvements while under construction or renovation for the full hard cost construction value of the project or building in which the construction is being performed. Coverage shall include materials, fixtures, and supplies not yet incorporated into the work, Project, Project Site, or Improvements, or other casualty, vandalism or malicious mischief, bearing a replacement cost endorsement; provided however, that such insurance shall only be kept or caused to be kept during construction or such other times as are customary and usual in commercial property development. Coverage shall also be provided for soft costs, plans, blueprints, and models, demolition, and increase costs of construction.

The policy may contain a deductible or retention provision, but the retention on the policy may not exceed $25,000, without prior written consent of the County. Such insurance shall be for the benefit of those lending for the benefit of the Project with a Mortgage or other security interest in the Project Site, if any, and the County. Such insurance shall name the County as Loss Payee on a standard loss payee clause.

(i) All Risk Property Insurance, for an amount equal to the greater of (1) the Loan Amount or Grant Award, or (2) the full replacement cost thereof, including fire, hail, earthquake, wind damage, flood, lightning, boiler and machinery, mechanical or equipment breakdown, vandalism, and business interruption for a time period of no less than the period of time the County has an insurable interest in the property, Project, or Project Site. This insurance shall include a replacement cost valuation endorsement without reduction for depreciation and shall contain an agreed amount endorsement or a coinsurance waiver. The policy may contain a deductible or retention provision, but the retention on the policy may not exceed $25,000, without prior written consent of the County. Such insurance shall name the County as Loss Payee on a standard loss payee clause. If the location is located in an area designated as "flood prone" or a "special flood hazard area," Borrower or Grantee shall maintain at least the maximum coverage for the Project Site or the Mortgaged Property available under the federal flood insurance plan. County reserves the right to require additional flood insurance coverage, including related rent loss insurance.

This insurance, as to the interest of the County only, shall not be invalidated by any act or neglect of the Grantee or Borrower of the within described property, Project, or Project Site, nor by any foreclosure or other proceedings or notice of sale relating to the property, Project, or Project Site, nor by any change in the title or ownership of the property, Project, or Project Site, nor by the occupation of the property, Project, or Project Site for the purposes more hazardous than are permitted by this policy, provided, that in case the Grantee or Borrower shall neglect to pay any premium due under this policy, the County shall, on demand, pay the same. This policy shall include a "Loss Payable" clause in favor of County.

Insurance Coverage Terms and Conditions

1. Nothing in this Agreement shall be construed to be a waiver of defenses or immunities afforded to the County under applicable law.

2. All insurance policies of the Borrower required for this Loan Agreement shall:

   (i) Provide that, for each insurance policy provided above, coverage shall not be canceled except with notice to the County of Cuyahoga.

   (ii) Name The County of Cuyahoga, its officers, officials, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Borrower including materials, parts, or equipment furnished in connection with such work or operations. This provision shall apply to all insurance policies evidenced by the Borrower except for Workers' Compensation.

   (iii) List Cuyahoga County is a Loss Payee as its interest may appear for purposes of Property Insurance;

   (iv) Be primary and non-contributory in respect of the County of Cuyahoga, its officers, officials, employees, and volunteers for any claims related to the work or operations of the Borrower under this Loan Agreement. Any insurance or self- insurance maintained by the County of Cuyahoga, its officers, officials, employees, or volunteers, shall be excess of the Borrower's insurance and shall not contribute to Borrower's insurance. This provision shall apply to all insurance policies evidenced by the Borrower except for Workers' Compensation.

   (v) Grant the County of Cuyahoga a waiver of any right to subrogation which any insurer of said Borrower may acquire against the County of Cuyahoga by virtue of the payment of any loss under such insurance.

   (vi) Provide the County of Cuyahoga with a Certificates of Insurance evidencing policy coverage as well as reference to and provide evidence (via physical policy endorsement) that each of the terms and conditions identified in Sections 2. (i) through 2. (iv) have been met by the Borrower and their respective insurer(s) by providing proof of Additional Insured, Primary and Noncontributory, and Waiver of Subrogation via policy endorsements.

3. The insurance required for this Loan Agreement shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A-VII or above, or a state regulated captive also licensed to transact business and write insurance in the state(s) where operations are performed

4. The terms of this Loan Agreement shall be controlling and shall not be limited by any insurance policy provision.

5. These insurance provisions shall not affect or limit the liability of the Borrower stated elsewhere in this Loan Agreement or as provided by law.

6. The Borrower shall require any and all of its sub-borrowers to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Loan Agreement. Any deviation from the above insurance requirements shall require prior approval from the County of Cuyahoga Risk Management.

7. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

8. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

9. Where coverages are made on a claims-made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Loan Agreement. Where Commercial General Liability is claims-made policy such General Liability policy shall provide coverage for claims arising out of the incidents that occur during the policy period, regardless of when claims are reported.

   (i) The Retroactive Date must be shown and must be before the date of the Loan Agreement or the beginning of Loan Agreement work.
   (ii) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Loan Agreement of work.

   (iii) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the Loan Agreement effective date, the Borrower must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

10. The Borrower shall furnish a Worker’s Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect.

11. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Loan Agreement.

12. The Certificates of Insurance evidencing the above coverage shall contain the following language or equivalent where applicable:

    “Cuyahoga County and its officers, officials, employees and volunteers, are included as additional insureds on a primary and non-contributory basis with respects to each of the insurance policies referenced within this certificate of insurance except for Workers’ Compensation. A Waiver of Subrogation is granted in favor of Cuyahoga County and its officers, officials, employees and volunteers with respect to each of the insurance policies referenced within this certificate of insurance. Any applicable Umbrella or Excess Liability policy referenced within this certificate of insurance shall follow form to the underlying Commercial General Liability, Commercial Automobile Liability and Employer’s Liability policies referenced within this certificate of insurance and not contain exclusionary language restricting coverage afforded within the underlying insurance policies.”

13. Proof of Additional Insured status from Borrower’s Commercial General Liability policy must be evidenced in the form of an endorsement to said policy and be at least as broad as ISO Form CG 20 10 11 85, or through the combination of the CG 20 10, CG 20 26, CG 20 33, or CG 20 38 endorsement; and CG 20 37 endorsement if a later edition is used.

14. Cyber Liability and Professional Liability Insurance shall cover third-party claims.

15. Policies shall contain no “insured vs. insured” exclusion that would limit the insurance company from paying for damages incurred by the County due to Vendor’s negligence. If the policy contains an “insured vs. insured” exclusion, the additional insured endorsement shall contain a clause or phrase that overrides the “insured vs. insured” exclusion.

PART EIGHT: APPENDIX A

1. Non-Collusion Affidavit
2. Cooperative Vendor Purchasing Form

NON-COLLUSION AFFIDAVIT RQ16408/EVENT #7105

____ being first duly sworn,

deposes and says that he/she is ____

(sole owner, partner, president, etc.)

of ____

(company/agency, etc.)

making the forgoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person to put in a sham bid or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder or to fix any overhead, profit or cost element of said bid price or for that of any other bidder, or to secure any advantage against the County of Cuyahoga or any other persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further that such bidder has not, directly or indirectly submitted this bid; or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

____
AFFIANT

Sworn to and subscribed before me this ______ day of _________ , 20_______, in _____________ (City/Village/Township), County of _______________, State of ____________.

____
NOTARY PUBLIC

(SEAL)

My commission expires:

____

RQ16408/EVENT #7105

COOPERATIVE PURCHASING VENDOR FORM

In accordance with Ohio Revised Code Section 9.48, the County of Cuyahoga (the "County") may permit a Political Subdivision (as defined below) in the County of Cuyahoga to participate in the Cuyahoga County Cooperative Purchase Program ("Cooperative Purchase Program"). By participating in the Cooperative Purchase Program, a Political Subdivision may purchase equipment, materials, supplies or services on the same terms and conditions as the County with selected vendors who are awarded contracts with the County. Such vendors may receive purchase orders from a Political Subdivision that is authorized to participate in an awarded contract with the County ("Awarded Contract"). The Cuyahoga County Office of Procurement and Diversity will notify the successful vendor that it has been selected for an Awarded Contract with the County and the name(s) of the Political Subdivision(s) that has been authorized by the County to participate in the Awarded Contract. Once the vendor of an Awarded Contract has been informed of the Political Subdivision(s) that may purchase from the Awarded Contract, the responsibilities and obligations of the County shall cease. Vendors shall then only deal with the Political Subdivision that chooses to purchase anything off of the Awarded Contract.

All orders placed by a Political Subdivision shall be filed in accordance with the terms and conditions of an Awarded Contract. Under no circumstances is the vendor on an Awarded Contract or any authorized Political Subdivision permitted to modify the pricing, terms and conditions, or specifications of an Awarded Contract. All invoices for purchases under an Awarded Contract shall be sent directly by the vendor to the Political Subdivision's or governmental entity's billing address. Invoices for these Political Subdivisions or governmental entities which are sent to the County, will be returned to the vendor. All purchases made under the Cooperative Purchase Program are the responsibility of the Political Subdivision or governmental entity and the vendor on the Awarded Contract. Under no circumstances is the County obligated to pay for any purchases made by a Political Subdivision under an Awarded Contract.

Pursuant to Ohio Revised Section 2744.01, a Political Subdivision means a municipal corporation, township, county, school district, or other body corporate and politic responsible for governmental activities in a geographic area smaller than that of the state. Political subdivision includes, but is not limited to, a county hospital commission appointed under section 339.14 of the Revised Code, board of hospital commissioners appointed for a municipal hospital under section 749.04 of the Revised Code, board of hospital trustees appointed for a municipal hospital under section 749.22 of the Revised Code, regional planning commission created pursuant to section 713.21 of the Revised Code, county planning commission created pursuant to section 713.22 of the Revised Code, joint planning council created pursuant to section 713.231 of the Revised Code, interstate regional planning commission created pursuant to section 713.30 of the Revised Code, port authority created pursuant to section 4582.02 or 4582.26 of the Revised Code or in existence on December 16, 1964, regional council established by political subdivisions pursuant to Chapter 167. of the Revised Code, emergency planning district and joint emergency planning district designated under section 3750.03 of the Revised Code, joint emergency medical services district created pursuant to section 307.052 of the Revised Code, fire and ambulance district created pursuant to section 505.375 of the Revised Code, joint interstate emergency planning district established by an agreement entered into under that section, county solid waste management district and joint solid waste management district established under section 343.01 or 343.012 of the Revised Code, community school established under Chapter 3314. of the Revised Code, the county or counties served by a community-based correctional facility and program or district community-based correctional facility and program established and operated under sections 2301.51 to 2301.58 of the Revised Code, a community-based correctional facility and program or district community-based correctional facility and program that is so established and operated, and the facility governing board of a community-based correctional facility and program or district community-based correctional facility and program that is so established and operated. . For purposes of the Cooperative Purchasing program, the Political Subdivision must be physically within the County.

[Department to indicate contract or PO:]

[ ] Purchases made from this contract can only be made from the awarded vendor, and must be made within ninety (90) days of the original awarded contract.

OR

[ ] Purchases made from this contract can only be made from the awarded vendor in Cuyahoga County and must be made during the term of the original awarded contract.

Vendor wishes to participate in allowing political subdivisions in Cuyahoga County to purchase off of the contract with Cuyahoga County, if awarded the contract.

Yes ________ No __________________

(This will not be a determining factor in awarding the contract.)

____

Vendor's Full Legal Name

____

Authorized Signature Date