REQUEST FOR PROPOSAL

RFP#: **RQ16409/Event #7143**

RFP Title: **HOME Affordable Housing Development Projects**

RFP ISSUE DATE: **July 21, 2026, at 8:30 AM**

PROPOSAL DUE DATE: **August 19, 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# **16409/Event #7143)**

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 Affordable Housing Development Projects.***

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 **July 28, 2026, at 10 AM.**
The call-in number +1 440-462-2064 Access Code 978 834 441#
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 August 19, 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 August 19, 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: July 21, 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

Table of 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. Issue to be Resolved

Cuyahoga County seeks to expand, preserve, and improve the supply of affordable housing quality through strategic investment of HOME Investment Partnerships Program (HOME) funds. The County is seeking development projects that increase the availability of affordable housing while promoting neighborhood stabilization, long-term affordability, and equitable access to housing opportunities throughout Cuyahoga County.

2. Scope of Work

Cuyahoga County will make available funding including Federal HOME Investment Partnership

Program (HOME) funds to for-profit and not for profit developers creating new or rehabbing existing affordable housing units in Cuyahoga County.

Proposed projects should address the following factors the County will consider when evaluating applications. No single project is expected to satisfy every factor."

a. The proposed housing expands the supply of housing which is affordable to households at affordable levels in Cuyahoga County in accordance with the affordability standards as prescribed by the U. S. Department of Housing and Urban Development.

b. The proposed housing conserves older housing stock or includes rehabilitation to remove a major blighting influence in the area.

c. The proposed housing improves the link between employment opportunities for lower-income families and the availability of housing which they can afford, e.g., location near employment centers and/or access to public transportation.

d. The proposed housing includes a mix of market-rate and affordable units, which implements a plan to attract families with a mix of incomes to a neighborhood facing decline or stagnation, as evidenced by letters of support from organizations serving the neighborhood and from its local elected officials.

e. The developer is willing to use federal or other funds, if available, to further lower rents for families below 50% of Cuyahoga County's median household income and/or provide supportive services to meet the housing needs of senior citizens, veterans, persons aging out of foster care, victims of domestic violence, victims of human trafficking and any other subset of the population in need of affordable housing.

Nothing contained herein shall require a Respondent to serve a particular population. Rather, projects serving populations with demonstrated housing needs may receive favorable consideration where consistent with County priorities and applicable federal requirements.

f. Cuyahoga County reserves the right to determine the funding source of the selected proposal(s).

3. Small Project Affordable Housing Gap Financing Loan Program – Countywide

Non- profit developers only are eligible to receive funding provided to fill the financing gap for projects having 1 -25 units.

Gap financing requires that at least 50% of the total project cost be provided by other verifiable funding sources, including borrower equity or other equity acceptable to the County.

County assistance shall not exceed $50,000 per unit, with a maximum loan amount of $450,000. Developers will agree to maintain the units as affordable as follows:

- Loan received up to $100,000 – 5 years affordability required
- Loan received up to $250,000 – 10 years affordability required
- Loan received up to $350,000 – 15 years affordability required
- Loan received up to $450,000 – 20 years affordability required

County will maintain a second lien position on the property.

Projects shall demonstrate the ability to commence construction as soon as reasonably practicable following satisfaction of all federal, state, and local pre-construction requirements, with an anticipated commencement within ninety (90) days following all required approvals.

Priority will be given to those projects located in the Cuyahoga County Equity Zones.

Affordable Housing Gap Financing Loan Program – Urban County

Non-profit and for-profit developers are eligible to apply for a loan, not to exceed $450,000 to fill a verifiable financing gap in the Cuyahoga Urban County. The Cuyahoga Urban County consists of the 51 communities in Cuyahoga County that have signed an urban county agreement with the county in accordance with the U.S. Department of Housing and Urban Development. Exclusions to the urban county are Brecksville, Hunting Valley, Cleveland, Cleveland Heights, East Cleveland, Euclid, Lakewood, and Parma.

Cuyahoga County must meet HUD’s federal statutory deadline to have available program funds committed by a date certain.

Selected Respondents shall be expected to actively advance the project toward construction and funding commitment. Failure to demonstrate substantial progress within twelve (12) months may result in withdrawal of the award at the County's sole discretion.

Applications therefore must include written verification of site control, as evidenced by a deed, purchase agreement, option, long-term lease, or other legally enforceable mechanism establishing site control. ,

Applications must include written financing commitments, including equity to be considered.

Projects located in the City of Cleveland and the City of East Cleveland (*entitlement communities) may be considered for program funding, under federal program rules, provided they will serve low-income residents of the 51 Urban County communities included in the Cuyahoga Housing Consortium service area and are providing their federal HOME Funds to the project as evidenced by a letter of intent from the City. Priority is given to those projects located in the 51 Urban County communities represented by the Cuyahoga Housing Consortium.

Maximum loan amount is $450,000.

At least one affordable housing unit is required for every $125,000 of funding borrowed to a maximum of 4 units.

Cuyahoga County requires a second or shared second position.

Project Management

Selected developers shall maintain sufficient organizational and management capacity to ensure successful project delivery and shall be responsible for:

- Overall project coordination and administration.
- Construction oversight and contractor management.
- Monitoring project schedules and milestones.
- Budget oversight and cost containment.
- Compliance with all applicable federal, state, local, and County requirements.
- Management of project risks, delays, financing gaps, change orders, and cost overruns.
- Communication and reporting to the County throughout the development process.
- Monitoring and maintaining long-term affordability requirements.
- Coordination with architects, engineers, lenders, investors, property managers, contractors, and other project partners.
- Coordination with County staff during underwriting, subsidy layering review, environmental review, Davis-Bacon compliance, Section 3 compliance, Uniform Relocation Act (if applicable), and project closeout.

- Developers shall be solely responsible for the successful completion of the project and for addressing any issues that may affect project schedules, budgets, financing, or regulatory compliance.

Anticipated Work Schedule

Small projects must commence within 90 days of loan approval.
Urban County projects must commence within one year of the date of this application.

Performance Evaluation Accountability/Outcomes

Performance measures are intended to assist Cuyahoga County in evaluating the effectiveness, efficiency, and long-term impact of projects funded under this RFP. Respondents shall identify specific, measurable outcomes associated with the proposed development project. For each proposed outcome, Respondents shall identify the performance indicator(s), the anticipated benchmark or target, and the methodology that will be used to measure, document, and report progress toward achievement of the stated outcome.

Performance measures should be directly related to the proposed project and may include, as applicable, the number of affordable housing units created or rehabilitated, project completion milestones, affordability levels achieved, occupancy or lease-up targets, project readiness milestones, leveraged funding secured, compliance with applicable federal requirements, and other measurable indicators demonstrating successful project implementation and long-term affordability.

Respondent Qualifications

Developers responding to this RFP must demonstrate the organizational, financial, operational, and technical capacity necessary to successfully complete the proposed affordable housing project in compliance with all applicable federal, state, local, and County requirements.

The County will consider demonstrated experience with affordable housing development, rehabilitation, construction management, housing finance, long-term affordability compliance, and administration of federally funded housing programs including, but not limited to, HOME, CDBG, LIHTC, ARPA, HUD, OHFA, or other public funding sources.

Developers should demonstrate the ability to:

- Successfully complete projects of similar size, scope, and complexity.
- Secure and manage leveraged public and private financing sources.
- Maintain compliance with affordability and regulatory requirements.
- Complete projects within established timelines and budgets.
- Manage construction activities, contractors, and project risks.
- Maintain sufficient organizational and financial stability to complete the proposed project.
- Commence construction or rehabilitation within the timelines established by the County.

The County may consider prior performance history, including but not limited to:

- Timeliness of project completion.
- Cost containment and budget management.
- Compliance with federal, state, and local program requirements.
- Prior monitoring findings or unresolved compliance issues.
- Project readiness.
- Ability to commence construction or rehabilitation within required timelines.
- History of loan repayment and compliance with prior County loan agreements.
- Status of zoning approvals, permits, and environmental review activities.
- Availability of architectural plans and specifications.
- Identification of potential project barriers and mitigation strategies.
- Demonstrated site control.
- Leveraged financing commitments.
- Experience serving vulnerable and special-needs populations.

Staff Qualifications

Developers shall identify all key personnel, consultants, subcontractors, development partners, and other entities anticipated to provide services related to the proposed project.

The proposed project team should collectively demonstrate sufficient experience and expertise in areas including, but not limited to:

- Affordable housing development.
- Construction and rehabilitation management.
- Housing finance and underwriting.
- Federal compliance and reporting requirements.
- Property management.
- Relocation requirements, if applicable.
- Supportive service coordination, if applicable.
- Long-term affordability compliance monitoring.

The County expects proposers to identify personnel responsible for:

- Overall project management and delivery.
- Financial management and reporting.
- Construction oversight.
- Compliance with HOME and other federal program requirements.
- Property management and/or asset management, if applicable.
- Coordination among project partners and stakeholders.

The County reserves the right to review and evaluate the qualifications, experience, capacity, and availability of all proposed project team members and may require approval of substitutions or material staffing Budget/Pricing changes during the term of the project.

Budget/Pricing

Cuyahoga County anticipates making multiple funding awards under this RFP. The total funding available is approximately $1,570,000; however, the County reserves the right to make one, multiple, partial, or no awards based upon the quality of proposals received, project readiness, underwriting, funding availability, and overall alignment with County priorities.

Maximum loan amount is generally $450,000. Cuyahoga County reserves the right, in its sole discretion, to exceed this amount when necessary to address demonstrated project financing gaps, project feasibility, affordability objectives, or other County priorities, subject to funding availability and underwriting review.

Funding availability is subject to HUD allocations, federal requirements, County approval processes, and availability of HOME Program funds.

Respondents must submit a complete development budget, financing plan, and supporting documentation demonstrating the financial feasibility of the proposed project. Detailed budget submission requirements are set forth in Part Three: Vendor Proposal Criteria, Budget/Pricing Section.

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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. Introduction

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. ***Respondent Qualifications***
4. ***Budget/Pricing***

Suggested Content

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

B. Body of the Proposal

1. Proposed Solution for Current Issue (5 points)

a. Describe the proposed affordable housing development project and explain how it addresses the housing needs identified by Cuyahoga County. The response should describe the project's intended impact, target population (if applicable), proposed housing type, location, affordability strategy, and overall community benefit.

2. Scope of Work (15 points)

a. Provide a detailed description of the proposed development project, including but not limited to:
    i. Detailed technical specifications, including:

        1. Project scope
        2. Unit mix
        3. Tenure (rental/homeownership)
        4. Construction or rehabilitation activities
        5. Development timeline
        6. Major project milestones
        7. Anticipated completion

    ii. Detailed substantive specifications
    iii. Describe the reason why your organization is the best organization to provide these services as presented.
    iv. Identify any activities that have already been completed, including site acquisition, environmental review, zoning approvals, architectural design, financing commitments, or permitting activities.

3. Project Management (10 points)

a. Provide a description of the management plan that will ensure the proposed project is completed in accordance with approved schedules, budgets, and applicable federal, state, local, and County requirements.
b. Provide a description of the methods and procedures that will be used to monitor project performance, construction progress, budget adherence, and regulatory compliance throughout the development process.
c. Provide a description of the systems and procedures that will be used to monitor project budgets, schedules, construction activities, financing sources, and regulatory compliance.
d. Provide a description of potential risks that may arise throughout the project, including but not limited to construction delays, labor shortages, financing gaps, environmental issues, cost overruns, and supply chain disruptions, financing delays, interest rate fluctuations, appraisal gaps, utility coordination and describe the action plan that will be used to mitigate those risks.
a. Identify the individual responsible for serving as the County's primary point of contact throughout project implementation.

4. Performance Evaluation Accountability/Outcomes (5 points)

a. Describe how the proposed project will achieve each identified performance outcome and explain the methods that will be used to measure, document, and report progress toward those outcomes throughout the development process.

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 (as applicable), including, but not limited to:
   i. Financing closing
   ii. Environmental completion
   iii. Construction start
   iv. 50% completion
   v. Substantial completion
   vi. Project completion
   vii. Occupancy

6. Respondent Qualifications (30 points)

a. Provide a detailed description of the Respondent's qualifications and organizational capacity to successfully complete the proposed affordable housing project and comply with all applicable federal, state, local, and County requirements.

b. Provide a description of the Respondent's prior experience developing, constructing, rehabilitating, financing, operating, and/or managing affordable housing projects, including experience with federally funded housing programs such as HOME, CDBG, LIHTC, ARPA, HUD, OHFA, or other public funding sources, if applicable.

c. Provide data and supporting documentation evidencing the Respondent's ability to successfully complete projects of similar size, scope, complexity, and financing structure, including:

   i. Number of affordable housing units completed within the last five (5) years (or such other period demonstrating substantially similar experience).
   ii. Number of affordable housing units currently under construction
   iii. Total development costs of completed projects
   iv. Leveraged public and private financing sources utilized
   v. Demonstrated compliance with affordability requirements and regulatory obligations

vi. Experience serving special populations including, but not limited to, seniors, veterans, people experiencing homelessness, victims of domestic violence, people aging out of foster care, or other vulnerable populations, if applicable

d. Provide evidence of the Respondent's financial and organizational stability, including the ability to successfully manage project financing, construction timelines, cost overruns, and long-term affordability compliance requirements.

e. Disclose and provide a narrative, if applicable, around any bankruptcy, receivership, foreclosure, or loan default within the last five years.

f. Provide data evidencing the Respondent's ability to complete projects on schedule and within budget, including:

i. Original versus final project budgets.
ii. Original versus actual project completion timelines.
iii. Description of any materially delayed, cancelled, non-compliant, or financially troubled projects within the last five (5) years and corrective actions taken.

g. Provide evidence of site control, committed or anticipated financing sources, and overall project readiness, including the Respondent's anticipated ability to commence construction or rehabilitation within the timelines established by the County.

7. Staff Qualifications (10 Points)

a. Provide a description of each key staff member, consultant, subcontractor, development 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 Respondent'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 affordable housing development, rehabilitation, construction management, 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, reporting relationships and entities involved in the proposed project, including developers, consultants, architects, engineers, contractors, property managers, supportive service providers, and compliance personnel, 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 organizational decision making authority.
iv. The individual responsible for financial management and reporting.
v. The individual responsible for construction oversight.
vi. The individual responsible for compliance with HOME and other applicable federal requirements.
vii. 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 Respondent's plan and timeline for securing those resources.

8. Budget (20 points)

a. Cuyahoga County anticipates making multiple awards under this RFP. Selection under this RFP does not guarantee the full amount requested by a Respondent. The County reserves the right to award funding to one or more Respondents and to negotiate final award amounts based upon project readiness, funding availability, underwriting, project feasibility, and the overall merits of the proposals received.

b. The total funding available under this RFP is approximately $1,570,000. Individual awards are anticipated to range between $450,000 and $500,000 per project; however, the County reserves the right to award lesser or greater amounts, make partial awards, or make no awards at all if deemed in the best interest of the County.

c. Respondents shall provide a complete development budget and financing package for the proposed project. At a minimum, the submission shall include:

i. Total Development Cost (TDC).

ii. Detailed Sources and Uses Statement (dated within 90 days of the submission of this response to this RFP), identifying all committed, pending, and anticipated funding sources.
iii. Amount of County funding requested.
iv. Per-unit subsidy request.
v. Developer fee and explanation of how the fee was calculated.
vi. Construction contingency and operating reserve assumptions, if applicable.
vii. Operating pro forma for rental housing developments.
viii. Appraisal, after-repair value (ARV), sales projections, or other market assumptions for homeownership projects, as applicable.
ix. Evidence of committed, pending, or anticipated financing sources and leveraged funding.
x. Documentation demonstrates that the amount of HOME funds requested is reasonable and necessary, and that no more HOME assistance is being requested than is required for project feasibility and long-term affordability.
xi. Respondents shall provide a budget narrative describing the assumptions used to develop the project budget, financing structure, operating projections, and any anticipated changes to project costs or funding sources.
xii. Identify whether any portion of the developer fee is deferred.
xiii. The County may conduct underwriting, subsidy layering review, feasibility analysis, and financial due diligence as part of the evaluation process and reserves the right to adjust award amounts accordingly.
xiv. Proposals demonstrating leveraged funding, financial feasibility, project readiness, and efficient use of public resources may receive higher scores.

9. Terms and Conditions (0 points)

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

<u>Required RFP Proposal Documentation</u>

Are you requiring the following documentation?

DOCUMENT	YES	NO
1. Project Timeline	X	☐
2. Budget	X	☐
3. Budget Narrative	X	☐
4. Financial Statements	X	☐
5. List any other documentation to be included		

PART FOUR: PROPOSAL SPECIFIC GUIDELINES

A. <u>Pre-Proposal Conference</u>

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: July 28, 2026
Time: 10 AM
Call-in number: +1 440-462-2064
Access Code: 978 834 441#

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. <u>Diversity Requirements</u>

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

C. <u>Subcontracting</u>

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. <u>Financial Statements</u>

Financial statements must be provided.

E. <u>Performance Bond</u>

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: **August 19, 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. Provider Debrief or Protest

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 business persons 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:

- $2,000,000 each occurrence bodily injury & property damage;
- $2,000,000 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 Respondents. This coverage shall respond to privacy and network security liability claims with limits of liability not less than:

- $2 million per occurrence.
- $2 million aggregate.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Respondent 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:

- $1,000,000 per claim
- $2,000,000 aggregate

(g) Crime Insurance for all Respondents 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:

- $1,000,000 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 Respondent'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 RQ16409/EVENT #7143

____ 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:

____

RQ16409/EVENT #7143

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