REQUEST FOR PROPOSAL

RFP#:	**RQ16412/Event #7152**
RFP Title:	**HOME Housing Trust Fund Pilot**
RFP ISSUE DATE:	**July 23, 2026, at 8:30 AM**
PROPOSAL DUE DATE:	**August 21, 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# **16412/# 7152)**

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: ***Housing Trust Fund Pilot***

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 5, 2026, at 2 PM.**

The call-in number +1 440-462-2064 Access Code 962 263 063#

Proposal specifications will not be distributed at the conference.

SMALL BUSINESS

The small businesses eligible to bid on this project are only those certified with the Cuyahoga County, in accordance with Cuyahoga County Code. Prospective bidders must comply with the applicable contract compliance procedures for the county's small business enterprise program as stipulated by Cuyahoga County

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 21, 2026, 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 21, 2026, 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 23, 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

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

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 sustainable solutions to expand housing opportunities, stabilize neighborhoods, and increase access to housing resources throughout Cuyahoga County.

The County recognizes the need for flexible housing investment tools that can address workforce housing needs, support neighborhood revitalization, leverage additional public and private investment, and create long-term housing opportunities for residents earning between 80% and 120% of Area Median Income (AMI).

Through this Request for Proposal (RFP), the County seeks a qualified organization to serve as the master administrator of the Cuyahoga County Housing Fund Pilot Program. The Housing Fund is intended to provide flexible housing capital to support housing development, homeownership opportunities, home repair and preservation activities, and other County-approved housing investments designed to increase access to safe, affordable, and workforce housing throughout Cuyahoga County.

Eligible activities may include development gap financing, acquisition financing, rehabilitation financing, housing preservation activities, accessibility improvements, homeownership assistance, revolving loan products, and other housing investments approved by the County.

Eligible activities may be expanded or modified by the County during the contract term, subject to available funding and applicable County approvals.

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

2. Scope of Work

Cuyahoga County seeks a qualified organization to administer, coordinate, implement, and strategically scale the Cuyahoga County Housing Fund Pilot Program on behalf of the County.

The selected organization shall serve as the County’s program administrator and strategic housing partner responsible for program implementation, underwriting, project review, financial management, compliance oversight, reporting, partnership development, and administration of Housing Fund resources.

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

1. Program Administration & Strategic Coordination

- Serve as the primary administrator of the Housing Fund Pilot Program.
- Coordinate program implementation and day-to-day operations.
- Serve as the primary point of contact for applicants, developers, homeowners, nonprofit organizations, lenders, contractors, and community stakeholders.
- Maintain program policies, procedures, forms, and application materials.

- Coordinate communication among all program participants and stakeholders.
- Provide recommendations to the County regarding program enhancements and future scaling opportunities.

2. Development Financing Administration

- Administer housing development financing activities.
- Evaluate requests for gap financing, low-interest loans, recoverable grants, and other County-approved financing tools.
- Conduct project underwriting and feasibility analysis.
- Evaluate subsidy layering, financing gaps, repayment capacity, collateral, and long-term project feasibility where applicable.
- Prepare written funding recommendations for County review and consideration.
- Final funding approval authority shall remain with Cuyahoga County unless otherwise authorized in writing by the County.
- Review development budgets and financing commitments.
- Verify site control and project readiness.
- Evaluate construction schedules and development timelines.
- Coordinate with developers, lenders, contractors, and public entities.
- Monitor project progress and compliance.
- Administer or coordinate loan servicing activities, including repayment tracking, payoff processing, delinquency monitoring, and portfolio reporting, as applicable.
- Assist with leveraging additional public and private financing sources.

3. Down Payment Assistance Administration

- Administer County-approved homeownership assistance programs, including down payment assistance programs when assigned by the County.
- Conduct applicant intake and eligibility determinations.
- Coordinate homebuyer education and counseling requirements.
- Review mortgage underwriting and loan documentation.
- Coordinate closings and disbursement activities.
- Maintain compliance and reporting requirements.

4. Home Repair & Rehabilitation Administration

- Administer home repair, rehabilitation, accessibility modification, and housing stabilization activities.
- Review repair and rehabilitation applications.
- Evaluate scopes of work, budgets, and project feasibility.
- Coordinate inspections and construction reviews as required.
- Monitor project completion and compliance with County requirements.
- Ensure compliance with County requirements and applicable regulations.

5. Strategic Capital Leveraging & Partnership Development

- Identify opportunities to establish revolving loan products and sustainable financing mechanisms.
- Identify and pursue opportunities to leverage County investments.
- Develop partnerships with financial institutions, philanthropic organizations, nonprofit entities, developers, and community stakeholders.
- Identify opportunities to attract new capitalization of the Housing Fund through public, private, philanthropic, financial institution, and mission-driven investment sources.
- Assist the County in identifying additional funding opportunities.
- Recommend strategies to maximize long-term program sustainability.
- Promote revolving investment opportunities and capital preservation.

6. Program Administration, Compliance & Reporting

- Maintain complete and auditable program files.
- Utilize County-designated software systems, including Neighborly.
- Prepare required monthly, quarterly, annual, and ad hoc reports.
- Support County monitoring, audits, and compliance reviews.
- Maintain appropriate internal controls and record retention procedures.
- Maintain a portfolio management system capable of tracking commitments, disbursements, repayments, delinquencies, and overall portfolio performance.

7. Fair Housing & Equity

- Conduct outreach and marketing activities throughout Cuyahoga County to increase awareness of available Housing Fund resources.
- Ensure program information and services are available to all eligible applicants in compliance with applicable federal, state, and local nondiscrimination requirements.
- Maintain procedures to provide reasonable accommodations and meaningful access consistent with applicable law.

Project Management

The Respondent shall provide a comprehensive management plan demonstrating its ability to administer and scale the Housing Fund Pilot Program efficiently, effectively, and in accordance with County requirements.

The management plan shall include:

- Organizational structure and chain of command.
- Internal quality control procedures.
- Financial management procedures.
- Compliance monitoring procedures.
- Cybersecurity and data protection procedures.
- Risk management strategies.
- Customer service protocols.
- Communication procedures with County staff.

- Procedures for managing subcontractors and partners.
- Procedures for maintaining required records and documentation.
- Procedures for measuring program performance and outcomes.

The Respondent shall identify potential internal and external risks that may affect program implementation and provide mitigation strategies.

Anticipated Work Schedule

The selected organization shall demonstrate its ability to implement the Housing Fund Pilot Program in accordance with the following general schedule:

- Program Startup and Implementation – Within 30 days of contract execution.
- Program Launch – Within 60 days of contract execution.
- Initial Program Marketing and Outreach – Within 60 days of contract execution.
- Initial Funding Recommendations – Within 90 days of contract execution.
- 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 – Due within 60 days following the end of each program year.
- Projected timeline for first loan closing or first project funding.

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 applications received.
- Number of projects funded.
- Number of housing units created, preserved, rehabilitated, or stabilized.
- Number of households assisted.
- Amount of County funds committed.
- Amount of County funds deployed.
- Amount of funds repaid or recovered, where applicable.
- Portfolio delinquency rate.
- Loan repayment performance.
- Portfolio risk indicators and loan loss trends, if applicable.
- Amount of leveraged capital generated.
- Average leverage ratio achieved (total project investment relative to County investment).
- Geographic distribution of investments.
- Demographic distribution of beneficiaries.
- Number of partnerships established.
- Number of homeownership assistance transactions completed.
- Number of rehabilitation projects completed.

- Timeliness of project review and funding recommendations.
- Compliance monitoring results.
- Fair Housing outreach activities completed.

Vendor Qualifications:

The Respondent must demonstrate the organizational, operational, financial, and technical capacity necessary to administer a comprehensive housing investment program. The County will consider Respondents demonstrating experience in the following areas:

- Experience capitalizing, structuring, or administering revolving loan funds or mission-based lending programs.
- Housing trust fund administration.
- Community development finance.
- Revolving loan fund management.
- Real estate development underwriting.
- Portfolio management and loan servicing.
- CDFI lending or community investment programs.
- Affordable housing finance.
- Housing development financing.
- Down payment assistance administration.
- Home repair and rehabilitation programs.
- Loan underwriting and servicing.
- Public-private partnerships.
- Federal, state, and local housing programs.
- Program reporting and compliance management.

Respondents shall provide evidence of:

- Successful administration of comparable housing programs.
- Financial stability and internal controls.
- Experience leveraging public and private capital.
- Experience managing multiple housing program types simultaneously.
- Ability to meet performance timelines.
- Experience utilizing housing management software platforms.
- 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:

- Housing finance.
- Affordable housing development.
- Loan underwriting.
- Program administration.
- Construction and rehabilitation oversight.
- Financial management.
- Compliance monitoring.
- Fair Housing.
- Strategic partnership development.
- Reporting and data management.

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.
- Underwriting costs.
- Compliance costs.
- Construction oversight costs.
- Technology and software costs.
- Outreach and marketing costs.
- Travel and training costs.
- Indirect costs, if applicable.
- Other direct costs.

The Respondent shall clearly identify its proposed administrative compensation structure and any costs associated with subcontractors, consultants, or partner organizations.

The County reserves the right to negotiate final pricing and payment terms with the selected Respondent.

PART THREE: VENDOR PROPOSAL CRITERIA

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

Additional Proposal Content

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

A. Body of the Proposal

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, underwriting, transaction review, fund deployment, closing coordination, compliance monitoring, portfolio management, reporting, and program administration.

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.

f. Procedures for Board or advisory committee reporting (if applicable).
g. Describe the organization's procedures for protecting applicant data, maintaining confidentiality, cybersecurity controls, and compliance with applicable privacy requirements.

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
    viii. Percentage of files passing County monitoring review without material findings

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 (35 points)

a. Provide a detailed description of the vendor's qualifications and organizational capacity to successfully administer the Cuyahoga County Housing Fund Pilot Program and related housing finance activities.

b. Provide a description of the vendor's prior experience administering housing funds, affordable housing finance programs, development financing programs, homeownership assistance programs, home repair and rehabilitation programs, revolving loan funds, community development finance initiatives, or similar federal, state, local, philanthropic, or private housing investment programs.

c. Demonstrated experience administering multiple housing program types through internal staff, strategic partners, subcontractors, or affiliated organizations.

d. 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 administering housing programs designed to expand access to housing opportunities.
vi. Experience coordinating with lenders, title companies, housing counselors, and real estate professionals.
vii. Amount of housing-related financing deployed within the last five (5) years.
viii. Number of housing units created, preserved, rehabilitated, or assisted.
ix. Description of any HOME monitoring findings, HUD findings, audit findings, or corrective action plans related to homeownership assistance programs during the last five (5) years.

e. Provide evidence of the vendor's financial and organizational stability, including the ability to successfully deploy, manage, track, and account for housing investment funds, revolving loan funds, program funds, and related financial transactions. Respondents shall demonstrate strong financial management systems, internal controls, regulatory compliance, monitoring readiness, audit preparedness, and experience administering public and private housing investment resources.

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 (including readiness to deploy, track, manage, and report on housing investment capital and revolving loan fund resources).

h. Disclose any actual, potential, or perceived conflicts of interest involving the Respondent, affiliated entities, consultants, subcontractors, lenders, developers, or partner organizations that may seek funding through the Housing Fund Pilot Program. Describe the policies and procedures in place to identify, disclose, and mitigate conflicts of interest.

7. Staff Qualifications (10 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, development underwriting, loan servicing rehabilitation financing, portfolio management, compliance, federal grant administration, financial management, reporting, or other applicable program activities.
   v. Professional licenses, certifications, or specialized credentials, if applicable
   vi. Legal relationship with the prime contractor (employee, consultant, subcontractor, partner organization, or to be hired)
   vii. HOME, HUD, housing counseling, mortgage lending, underwriting, compliance, or other applicable certifications and training completed.

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.

c. Describe the organization's financial capacity to advance funds for closings, if required by the County, and the procedures that will be used to manage reimbursement requests.

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.

<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

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 5, 2026
Time: 2 PM
Call-in number: +1 440-462-2064
Access Code: ID: 962 263 063#

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.

Diversity Requirements

Cuyahoga County has established a Diversity goal for this project. Please see the attached Bidder's manual.

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.

Financial Statements

Financial statements must be provided.

Performance Bond

A performance bond is not required.

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

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.

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.

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 21, 2026, 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.

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.

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.

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.

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.

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:

- $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
3. Diversity Bidders Manual

NON-COLLUSION AFFIDAVIT RQ16412/EVENT #7152

____ 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:

____

RQ16412/EVENT #7152

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

Small Business Enterprise (SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Program

RQ16412: Bidder's Manual

The goal of the SBE/MBE/WBE Program is to support and encourage inclusion by creating positive partnerships in County contracting and other procurement opportunities. The SBE/MBE/WBE Program will achieve this goal by providing and supporting opportunities for SBEs/MBEs/WBEs to grow and thereby compete effectively in the general environment for contracting opportunities.

THE DIVERSITY PARTICIPATION GOALS
FOR THIS BID/PROPOSAL:

MARK "X" for applicable category	CATEGORY	GOALS
	Professional Services	SBE: 10 % MBE: 0 % WBE: 0%

Cuyahoga County
Is an Equal Opportunity Employer

SBE/MBE/WBE BIDDERS' MANUAL:

Table of Contents

Required Forms:

1.Covenant of Non-Discrimination (DIV-1)

2.SBE/MBE/WBE Subcontractor Participation Plan (DIV-2)

3.Good Faith Effort Certification (DIV-3, 2 pages)

4.Sample of Completed SBE/MBE/WBE forms (4 pages)

Instruction to Bidders

SBE/MBE/WBE Certifications: Only those certified by the Cuyahoga County's Department of Equity and Inclusion (DEI) shall be eligible for the fulfillment of the SBEMBE/WBE participation goal. SBE and/or MBE and/or WBE listings may be obtained from the Department of Equity and Inclusion (DEI). If a SBE and/or MBE and/or WBE elects to compete for County business without being certified by Cuyahoga County as such, they may do so, but any bid/proposal submitted will not be counted towards fulfillment of the SBE/MBE/WBE participation goals.

A SBE/MBE/WBE desiring certification with Cuyahoga County must complete the certification application. SBE/MBE/WBE applications may be obtained from the:

Department of Equity and Inclusion
2079 East Ninth St., 2nd Floor
Cleveland, Ohio 44115

(216) 443-7230

SBE Set Aside Program: The goal of the Small Business Enterprise Set Aside Program is to support small businesses by creating contracts and other procurement opportunities exclusively for participation by Cuyahoga County Certified small business enterprise. The Small Business Enterprise Set Aside Program will achieve and support opportunities for small firms to grow and thereby compete effectively in the general environment for contracting opportunities. This program may also include MBE/WBE goals for which the county certified SBE prime vendor's participation will not count towards the achievement of the MBE/WBE goals.

SBE/MBE/WBE Participation Goal: The SBE/MBE/WBE Participation goals can be achieved in the following manner(s):

1. A prime vendor subcontracts with one or more certified SBE/MBE/WBEs to meet or exceed the goal;

2. A prime vendor subcontracts with one or more certified companies in an amount short of the goal, but submits a complete Good Faith Effort (further described below);

3. A certified SBE/MBE/WBE company who bids as a prime contractor subcontracts a portion of the work to another certified SBE/MBE/WBE. Certified SBE/MBE/WBEs who are bidding as prime contractors will receive for **one (1) category only in which it is county certified** a credit for up to 20% of the SBE participation goal or up to 20% of the MBE participation goal or for up to 20% of the WBE participation goal. However, the certified SBE/MBE/WBE must secure additional certified SBE/MBE/WBE subcontractor participation and/or seek a waiver based on Good Faith Effort (further described below) for any remaining balance of the SBE/MBE/WBE goals.

Mandatory Bidding Requirements for Prime Contractors: In consideration of the right and privilege to submit a bid or proposal on construction projects and other contracts with Cuyahoga County, at the time of submitting a proposal or bid, each participant shall be required to present appropriate documentation. The documents described below must be completed and signed by each Participant before a proposal or bid can be considered responsive:

1) Covenant of Non-Discrimination: Each Participant must submit a duly executed and attested Covenant of Non-Discrimination (DIV-1, found in the attached Bidder's Manual). This written instrument shall contain promises, declarations and/or affirmations made by the Participant. The completed document must contain an original signature and date of signature.

2) MBE/WBE Subcontractor Participation Plan: Each Participant must submit a duly executed Subcontractor Participation Plan (DIV-2, found in the attached Bidder's Manual) for each SBE/MBE/WBE subcontractor proposed. Copies and/or facsimiles of DIV-2 submitted with bids/proposals are acceptable BUT all required signatures must be dated as indicated. Also, please note the following:

    a) Certified SBE/MBE/WBEs who are bidding as prime contractors MUST complete and submit the top portion of Form DIV-2 to guarantee their portion of SBE credit or MBE credit or WBE credit and this can be for **one (1) category only in which it is county certified** a credit of up to 20% of the SBE participation goal or up to 20% of the MBE participation goal or up to 20% of the WBE participation goal.

    b) SBE/MBE/WBEs with multiple geographical locations shall enter the Cuyahoga County address and contact information on Form DIV-2.

    c) Prime vendors are **PROHIBITED** from using SBE/MBE/WBE(s) with whom the prime vendor has a familial relationship, joint or co-ownership, common partners, officers, or a shareholder relationship to meet the SBE/MBE/WBE Participation Goals. Hence, on Cuyahoga County projects/contracts, any portion of work subcontracted to a SBE/MBE/WBE vendor by a prime vendor that meets the above-mentioned criteria will **NOT** count towards the achievement of the established SBE/MBE/WBE Participation Goals.

Use of 2nd Tier Subcontractors: In the event that a subcontractor portions out work and utilizes the services of a sub-subcontractor or vendor, **the prime contractor** shall be required to report this use to DEI. For reporting purposes, the prime contractor shall report statistical data for the sub-subcontractor or sub-vendor, including race, gender, business size, area of specialization, dollar value, description of services or products purchased, and contact information. No SBE/MBE/WBE subcontractor will be permitted to subcontract more than 25% of their subcontract work (based on dollar value) without prior approval by DEI.

Other Information and Data: DEI may request additional information and data prior to a contract award. This information may include, but is not limited to, information regarding business ownership of all subcontractors to be utilized on the project, all of which shall reflect the race, gender, location, size, and area of specialization and structure of the identified businesses.

A PARTICIPANT'S FAILURE OR REFUSAL TO PROVIDE INFORMATION AND DATA REQUIRED BY THIS PROGRAM AND REQUESTED BY DEI SHALL SUBJECT THE PARTICIPANT TO HAVING A PROPOSAL OR BID DEEMED NON-RESPONSIVE.

Good Faith Efforts: Aggressive "Good Faith Efforts" to include SBE/MBE/WBEs in the procurement process are required of all Participants. These Good Faith Efforts should be in addition to the Participant's regular and customary solicitation process of contact with potential subcontractors and/or vendors.

Written Notice to SBE/MBE/WBEs: To demonstrate good faith efforts, a Participant shall deliver written or electronic notice to potential, SBE/MBE/WBEs. SBE/MBE/WBEs should be contacted not less than one (1) week before the bid or proposal due date. Names, addresses, and telephone numbers for available SBE/MBE/WBEs may be obtained by contacting DEI or reviewing the database on the website at https://opd.cuyahogacounty.us/en-US/listing.aspx .

The written or electronic notice sent to potential subcontractors or vendors shall contain the following:

(1) Sufficient information about the plans, specifications, and relevant terms and conditions of the solicitation. This should include information about the work which will be subcontracted or the goods which will be obtained from subcontractors and suppliers;

(2) A contact person knowledgeable of the project scope documents, within the Participant's office, to answer questions about the conditions of the contract;

(3) Information as to the Participant's bonding requirements; and

(4) The deadline for price quotations.

Evaluation of Good Faith Efforts: In evaluating good faith efforts, DEI will determine whether the Participant has made reasonable good faith efforts to obtain SBE/MBE/WBE participation as part of its bid or proposal. DEI may evaluate not only the different kinds of efforts made by a Participant, but also the quantity and intensity of those efforts.

DEI will consider a completed Good Faith Effort Certification (DIV-3, 2 pages, found in the attached Bidder's Manual), as evidence of a Participant's good faith in trying to obtain SBE/MBE/WBE participation in a bid or proposal.

Required Documentation: To demonstrate good faith efforts, Participants shall keep detailed records of all correspondences and responses thereto, emails, logs of all telephone calls made and received regarding the project or contract, confirmation receipts for fax transmissions, receipts from registered or certified mail, copies of advertisements in publications and other media, and other relevant papers required by this Program.

Good Faith Effort Certification: Participant must submit a completed Good Faith Certification (DIV-3, found in the Bidder's Manual) ONLY **if the SBE Participation Goal and/or MBE Participation Goal and/or the WBE Participation Goal is not met**.

Additional documentation demonstrating a good faith effort must accompany the checklist (as detailed above in *Required Documentation*). The completed document must contain an original signature, notarizations, and date of signature.

Administrative Reconsideration: If DEI determines that the apparent successful vendor is non-compliant on meeting the SBE/MBE/WBE participation goals and has not demonstrated good faith efforts to obtain SBE/MBE/WBE participation, prior to awarding the contract/purchase, the user department shall notify the apparent successful vendor of the determination of non-compliance by emailing the primary contact detailed in the vendor's bid/proposal. The apparent successful vendor shall have the right to request an administrative reconsideration of the non-compliance determination. The administrative reconsideration can be a "no meeting" reconsideration or "meeting" reconsideration (virtual or in-person). The request for an administrative reconsideration must be submitted within three (3) business days of the notification of non-compliance and in the format of an email to DEI at dei@cuyahogacounty.us. Upon receipt of the request for the administrative reconsideration by the apparent successful vendor, DEI shall forward the request to the Administrative Reconsideration Panel. The panel shall consist of at least three (3) but not more than five (5) County employees appointed by the Cuyahoga County Executive. The request for administrative reconsideration shall detail the pertinent RFB/RFP/RFQ (i.e., title, description…), type of administrative reconsideration requested (i.e., no meeting or meeting), and any written documentation or arguments concerning the issue of non-compliance. DEI shall provide a summary of its Good Faith Effort evaluation and supporting documentation. The Administrative Reconsideration Panel shall publish a schedule that includes deadlines and provides for a frequency of no less than twice per calendar month. The Administrative Reconsideration Panel will evaluate the information provided by the apparent successful vendor and DEI and issue a written decision approving or disapproving of DEI's determination on non-compliance for the matter. A quorum for "no meeting" or "meeting" administrative reconsideration shall be the majority (i.e., greater than 50%) of the appointed panel and an affirmative vote by the majority (i.e., greater than 50%) of the panel present for the administrative reconsideration is required for action. The Administrative Reconsideration Panel shall adopt its own rules of procedure consistent with SBE/MBE/WBE Policies and Procedures.

Award of Contracts

<u>Award of Contract</u>: Proposals/bids may be rejected and projects re-submitted for the sole purpose of attaining goals where no "good faith effort" has been demonstrated. Cuyahoga County reserves the right to determine the action to be taken on the contract if a goal is not met, including rejecting any or all bids or proposals. For RFPs and RFQs, once the scope of work and/or price, terms, and conditions have been finalized but in advance of submission for approval by the pertinent contracting authority, the department shall confirm with DEI that the proposed contract/purchase is compliant with the SBE/MBE/WBE participation goals and/or Good Faith Efforts requirements. If an awarded contract is later amended for additional dollars, SBE/MBE/WBE subcontractor participation should still reflect the percentage of dollars originally contracted for.

When evaluating a bid to determine the lowest and best bid, the County may consider, in addition to all of the other factors set forth in the instructions to bidders, whether a bid is compliant with the applicable SBE/MBE/WBE goals, provided, however, that such compliance shall not be considered if the difference between the SBE/MBE/WBE-compliant bid and the lowest responsive bid is more than the price preference specified below.

Lowest Bid Received Range ($)	Price Preference (%) & Limit	Price Preference ($)
0 – 500,000	10%	0 – 50,000
500,000.01 – 1,000,000	10% up to max $80,000 (10-8)	50,000.01 – 80,000
1,000,000.01 – 3,000,000	8% up to max $210,000 (8-7)	80,000.01 – 210,000
3,000,000.01 – 5,000,000	7% up to max $250,000 (7-5)	210,000.01 – 250,000
>5,000,000	$250,000 maximum (≤5)	250,000 maximum

Monitoring and Post-Award Reporting

<u>Department of Equity and Inclusion Authorization to Monitor</u>: DEI shall be authorized to collect from all Participants such data and information as is necessary to monitor this Program. This information may include information as to business ownership, supplier information, subcontractor information, all of which shall reflect the contract information, race, gender, business location, and size of the identified businesses.

DEI shall monitor the participation of SBE/MBE/WBEs in the procurement of goods and services for Cuyahoga County. Such monitoring shall include, but is not necessarily limited to, a statistical analysis of each construction trade, business service, professional service, and commodity to determine whether there is utilization of SBE/MBE/WBEs in a manner that is proportionate to the established goal.

DEI will provide written reports on an annual basis. DEI's report shall contain a summary of the purchases and contracts placed with SBE/MBE/WBEs for the period and the relative percentage to the total of purchases and contracts for that period.

<u>Participant's Post-Award Reporting</u>: Participants who are awarded contracts must submit reports on a monthly basis during the course of, at the end of the contract, and as requested by DEI. Participants shall comply with all reporting requirements related to SBE/MBE/WBE utilization including, but not limited to, completing on-line reporting of payments made to SBE/MBE/WBE subcontractors and other subcontractors. These reports shall summarize the number and dollar amounts of payments made during the term of the contract to subcontractors.

At the end of the contract, the final report shall summarize the number and dollar amounts of payments made during the term of the contract to all subcontractors and shall reflect the SBE/MBE/WBEs designation of the subcontractor if any. DEI reserves the right to audit a contract for SBE/MBE/WBE participation at its discretion during any phase of the project. An audit would include but not be limited to: on site reviews, desk reviews, requests for cancelled checks, requests for invoices, certified payroll reports, etc. Participants shall contact DEI if concerns arise related to its ability to meet the SBE/MBE/WBE goals and to seek guidance on available options to meet the goals.

MBE/WBE Subcontractor Substitutions or Replacements: The prime contractor shall report any replacements or substitutions of the use of SBE/MBE/WBE subcontractors to DEI immediately. Prior approval by the Director of DEI is required for SBE/MBE/WBE substitutions/replacements. For reporting purposes, the prime contractor shall report to DEI statistical data pertaining to the new subcontractor, including race, gender, business size, area of specialization, and contact information on the SBE/MBE/WBE Subcontractor Participation Plan form (DIV-2).

DEI will require a Participant to make good faith efforts to replace a SBE/MBE/WBE that is terminated or has otherwise failed to complete its work on a contract with another SBE/MBE/WBE to the extent needed to meet the contract SBE/MBE/WBE Participation Goal. The Participant must notify DEI immediately, and in writing, of the SBE/MBE/WBE's inability or unwillingness to perform and provide reasonable documentation. The request should include at a minimum: the name of the SBE/MBE/WBE firm, the contact, the phone number, the scope of work initially assigned to the SBE/MBE/WBE firm, dollars paid to date, percent of scope completed, and the reason for the substitution request including documentation of the SBE/MBE/WBE's withdrawal.

The Participant will be given five (5) business days to find a SBE/MBE/WBE substitution if the request is granted. In this situation, the Participant will be required to obtain prior approval of the substitute SBE/MBE/WBE and to provide copies of SBE/MBE/WBE Subcontractor Participation Plan (DIV-2) or documentation of good faith efforts.

If the Participant fails or refuses to comply in the time specified, DEI may issue a recommendation to stop all or part of payment and/or work until satisfactory action has been taken. If the Participant still fails to comply, DEI may issue a recommendation of termination of the contract.

Contractors' Closeout Activity Reports: To further monitor SBE/MBE/WBE participation, closeout activity reports will be required from project prime contractors and prime consultants identifying activities of **all** subcontractors and sub-consultants (i.e., non-SBE/MBE/WBEs and SBE/MBE/WBEs). For all subcontractors and sub-consultants used, the prime contractor shall provide the following information: contact information, ethnicity/race/gender of ownership, summary of scope of work provided, and total payments for said scope of work. This report shall include all modifications/amendments/change orders. The prime contractors/consultants shall provide justification and documentation for SBE/MBE/WBE participation shortfalls.

REQUIRED DOCUMENTS

The following forms regarding the SBE/MBE/WBE Program must be completed and submitted with bids/proposals:

1. COVENANT OF NON-DISCRIMINATION (DIV-1)
2. SBE/MBE/WBE SUBCONTRACTOR PARTICIPATION PLAN (DIV-2)
3. GOOD FAITH EFFORT CERTIFICATION (DIV-3, 2 PAGES)

<u>Covenant of Non-Discrimination</u>

(MUST be completed and submitted with ALL bids or proposals)

Know All Men By These Presents, that I/we, (____),

Name(s)

(___________________________________), (______________________________________),

Title(s) Name of Company

(hereinafter "Company"), in consideration of the privilege to submit Bids/Proposals on contracts funded, in whole or in part, by Cuyahoga County, hereby consents, covenants, and agrees as follows:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, creed, color, national origin, handicap, sex, age, marital status, or sexual orientation in connection with any Bid/Proposal submitted to Cuyahoga County or the performance of any contract resulting from;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contact or otherwise interested in contracting with this Company, including various eligible Small Business Enterprises, Minority Business Enterprises and Women Business Enterprises (hereinafter "SBE/MBE/WBEs");

(3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands, and agrees to make a Good Faith Effort to solicit SBE/MBE/WBEs to do business with this Company;

(4) That the Covenant of Non-Discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5) That the Covenant of Non-Discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and

(6) That the failure of this Company to satisfactorily discharge any of the Covenant of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling Cuyahoga County to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

____ ______________________

(Original Signature of Company Representative Identified Above) (Date)

SBE/MBE/WBE Subcontractor Participation Plan

(MUST be submitted for EACH SBE/MBE/WBE Subcontractor Proposed)

(A) TOTAL AMOUNT OF OVERALL CONTRACT BID/PROPOSAL $ __________________

BUSINESS NAME OF PRIME BIDDER ____________________

ADDRESS ____________________

CITY ____________________ STATE ____________ ZIP CODE ____________

TELEPHONE ( ) ____________________ E-MAIL ____________________

PRIME FIRM OWNED BY: NON-MBE/WBE/SBE ☐ SBE SMALL BUSINESS ENTERPRISE ☐
MBE MINORITY BUSINESS ENTERPRISE ☐ WBE WOMEN BUSINESS ENTERPRISE ☐

(B) AMOUNT TO BE SUBCONTRACTED TO SBE/MBE/WBE (PLEASE CIRCLE ONE): $ ____________

PERCENT OF TOTAL OVERALL CONTRACT BID [(B)/(A)]: ________ %

SCOPE OF WORK PROVIDED BY SBE/MBE/WBE: ____________________

PRIME BIDDER'S NAME ____________________ TITLE ____________
(TYPE OR PRINT)

PRIME BIDDER'S SIGNATURE ____________________ ____________
(DATE OF SIGNATURE)

SBE/MBE/WBE SUBCONTRACTOR TO BE UTILIZED

(MUST BE CERTIFIED BY THE CUYAHOGA COUNTY DEPARTMENT OF EQUITY AND INCLUSION)

NAME OF SUBCONTRACTOR ____________________

ADDRESS ____________________

CITY ____________________ STATE ____________ ZIP CODE ____________

TELEPHONE AREA CODE ( ) ☐ SMALL BUSINESS SBE ☐ MINORITY BUSINESS MBE ☐ WOMEN BUSINESS WBE

**********NOTE: MUST BE A COUNTY CERTIFIED SBE/MBE/WBE **********

THE UNDERSIGNED HEREWITH AGREES TO SUBCONTRACT WITH THE ABOVE NAMED BIDDER FOR THE ABOVE SAID SERVICE(S) OR SUPPLY(IES) TO BE FURNISHED TO THE COUNTY.

SUBCONTRACTOR'S NAME ____________________ TITLE ____________
(TYPE OR PRINT)

SUBCONTRACTOR'S SIGNATURE ____________________ ____________
(DATE OF SIGNATURE)

RQ#16399

Good Faith Effort Certification

(Must be submitted with bids/proposals NOT meeting the SBE/MBE/WBE goals or requesting full or partial waiver)

Pursuant to the requirements for bidders under the SBE/MBE/WBE Program, and in consideration of the privilege to submit bids/proposals funded, in whole or in part, by Cuyahoga County,

I/We, (_________________________),(______________________) of (__________________)
Name(s) of Person(s) Signing Below — Title(s) — Company Name

attest that I/We have exercised the following good faith efforts in addition to my/our regular and customary solicitation process: (Check ALL that apply and complete as indicated)

☐ I/We are requesting a FULL/PARTIAL WAIVER of the SBE ☐ MBE ☐ WBE ☐ Participation Goal for the following reason(s):____
____

☐ I/We are a non-profit agency and are requesting a FULL WAIVER of the **SBE**/MBE/WBE Goal. **(MUST SUBMIT/ATTACH PROOF)**

☐ I/We have contacted DEI or website to obtain a list of SBE/MBE/WBEs appropriate for the bid/proposal.

☐ I/We delivered written notice to available certified SBE/MBE/WBEs for each potential subcontracting or supply category in the contract AND all potential subcontractors or vendors which requested information on the contract. **(MUST SUBMIT/ATTACH PROOF)**

☐ I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the contract, bonding requirements, and the last date and time for receipt of price quotations. **(MUST SUBMIT/ATTACH PROOF)**

☐ I/We have attended the pre-bid/proposal conference.

☐ I/We have **provided a written explanation for rejection of any potential** SBE/MBE/WBE subcontractor or vendor to DEI. When the SBE/MBE/WBE subcontractor rejection is due to unreasonably high pricing, I/We have provided supporting documentation.

☐ I/We have actively solicited, through sending letters, emails or initiating personal contact, SBE/MBE/WBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration. **(MUST SUBMIT/ATTACH PROOF)**

☐ I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of SBE/MBE/WBEs for the Cuyahoga County contract under consideration. **(MUST SUBMIT/ATTACH PROOF)**

☐ I/We have conducted discussions with interested SBE/MBE/WBEs in good faith and provided the same willingness to assist SBE/MBE/WBEs as has been extended to any other similarly situated subcontractor.

☐ I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

If applicable, **identify all SBE/MBE/WBEs** contacted to participate that declined or were not chosen:

1. ____________________ ____________________ ____________________
Name of Subcontractor/Vendor | Address | Phone

Name of Contact | Date of Offer to Participate | Bid Amount | Date Offer Declined

Reasons Given for Declining ____

2. ____________________ ____________________ ____________________
Name of Subcontractor/Vendor | Address | Phone

Name of Contact | Date of Offer to Participate | Bid Amount | Date Offer Declined

Reasons Given for Declining ____

3. ____________________ ____________________ ____________________
Name of Subcontractor/Vendor | Address | Phone

Name of Contact | Date of Offer to Participate | Bid Amount | Date Offer Declined

Reasons Given for Declining____

(Make additional copies to extend list of SBE/MBE/WBE contacts if needed)

I/We affix my/our signature to this document to attest that I/We have exercised the above-indicated Good Faith Efforts to promote SBE/MBE/WBE participation on the Bid/Proposal and Contract under consideration and to comply fully with the provisions of the Cuyahoga County SBE/MBE/WBE Program.

Printed/Typed Name of Company Official | Date

Signature (Must be Original) | Title of Company Official

Full Company Name | Mailing Address

Area Code/ Phone Number | City, State, Zip

Notary Public | My Commission Expires

PLEASE NOTE: **Failure to properly complete** and submit DIV-1, DIV-2, and DIV-3 (if applicable) will result in bids/proposals being ruled **non-responsive.**

SAMPLE FORMS

DIV-1

RQ# XXXXX

Covenant of Non-Discrimination

(MUST be completed and submitted with ALL bids or proposals)

Know All Men By These Presents, that I/we, (John Doe),
Name(s)

(President, Owner), (ABC Company, Inc.),
Title(s) Name of Company

(hereinafter "Company"), in consideration of the privilege to submit Bids/Proposals on contracts funded, in whole or in part, by Cuyahoga County, hereby consents, covenants, and agrees as follows:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, creed, color, national origin, handicap, sex, age, marital status, or sexual orientation in connection with any Bid/Proposal submitted to Cuyahoga County or the performance of any contract resulting from;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contact or otherwise interested in contracting with this Company, including various eligible Small Business Enterprise, Minority Business Enterprise & Women Business Enterprise (hereinafter "SBE/MBE/WBEs");

(3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands, and agrees to make a Good Faith Effort to solicit SBE/MBE/WBEs to do business with this Company;

(4) That the Covenant of Non-Discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5) That the Covenant of Non-Discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and

(6) That the failure of this Company to satisfactorily discharge any of the Covenant of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling Cuyahoga County to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

John Doe February 1, 2021
(Original Signature of Company Representative Identified Above) (Date)

DIV-2
RQ#

SBE/MBE/WBE Subcontractor Participation Plan
(MUST be submitted for EACH SBE/MBE/WBE Subcontractor Proposed)

(A) TOTAL AMOUNT OF OVERALL CONTRACT BID/PROPOSAL $ **500,000.00**

BUSINESS NAME OF PRIME BIDDER ABC COMPANY, INC

ADDRESS 111 MAIN STREET

CITY ANYWHERE STATE OHIO ZIP CODE 44000

TELEPHONE (216) 555-5555 E-MAIL ABCCOMPANY@YAHOO.COM

PRIME FIRM OWNED BY: NON-MBE/WBE/SBE ☐ SBE SMALL BUSINESS ENTERPRISE X
MBE MINORITY BUSINESS ENTERPRISE ☐ WBE WOMEN BUSINESS ENTERPRISE ☐

(B) AMOUNT TO BE SUBCONTRACTED TO SBE/MBE/WBE (PLEASE CIRCLE ONE): $ 50,000.00

PERCENT OF TOTAL OVERALL CONTRACT BID [(B)/(A)]: 10 %

SCOPE OF WORK PROVIDED BY SBE/MBE/WBE: ELECTRICAL CONTRACTING SERVICES

PRIME BIDDER'S NAME JOHN DOE TITLE PRESIDENT/OWNER
(TYPE OR PRINT)

PRIME BIDDER'S SIGNATURE JOHN DOE FEBRUARY 1, 2021
(DATE OF SIGNATURE)

SBE/MBE/WBE SUBCONTRACTOR TO BE UTILIZED
(MUST BE CERTIFIED BY THE CUYAHOGA COUNTY DEPARTMENT OF EQUITY AND INCLUSION)

NAME OF SUBCONTRACTOR ELECTRIFYING ELECTRIC COMPANY

ADDRESS 456 MAIN STREET

CITY ANYWHERE STATE OHIO ZIP CODE 44000

TELEPHONE AREA CODE (216) 555-5551

X SMALL BUSINESS SBE ☐ MINORITY BUSINESS MBE ☐ WOMEN BUSINESS WBE

**********NOTE MUST BE A COUNTY CERTIFIED SBE/MBE/WBE**********

THE UNDERSIGNED HEREWITH AGREES TO SUBCONTRACT WITH THE ABOVE NAMED BIDDER FOR THE ABOVE SAID SERVICE(S) OR SUPPLY(IES) TO BE FURNISHED TO THE COUNTY.

SUBCONTRACTOR'S NAME TOM EDISON TITLE PRESIDENT/OWNER
(TYPE OR PRINT)

SUBCONTRACTOR'S SIGNATURE TOM EDISON FEBRUARY 1, 2021
(DATE OF SIGNATURE)

Good Faith Effort Certification

(Must be submitted with bids NOT meeting Diversity goal or requesting full or partial waiver)

Pursuant to the requirements for bidders under the SBE/MBE/WBE Program, and in consideration of the privilege to submit bids/proposals funded, in whole or in part, by Cuyahoga County,

I/We, (_______John Doe),(President, Owner) of (ABC Company, Inc.)

Name(s) of Person(s) Signing Below — Title(s) — Company Name

attest that I/We have exercised the following good faith efforts in addition to my/our regular and customary solicitation process: (Check ALL that apply and complete as indicated)

x I/We are requesting a FULL/PARTIAL WAIVER of the SBE/MBE/WBE Participation Goal for the following reason(s): We are requesting a partial waiver of the SBE Goal as we were only able to meet 10% of the 15% goal. But we are able to meet the MBE and WBE goal We were unable to find an SBE to meet the additional 5% required.

☐ I/We are a non-profit agency and are requesting a FULL WAIVER of the SBE/MBE/WBE Participation Goal. **(MUST SUBMIT/ATTACH PROOF)**

x I/We have contacted DEI or website to obtain a list of the Diversity listing appropriate for the bid/proposal.

x I/We delivered written notice to available certified SBE/MBE/WBEs for each potential subcontracting or supply category in the contract AND all potential subcontractors or vendors which requested information on the contract. **(MUST SUBMIT/ATTACH PROOF)**

x I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the contract, bonding requirements, and the last date and time for receipt of price quotations. **(MUST SUBMIT/ATTACH PROOF)**

x I/We have attended the pre-bid/proposal conference.

x I/We have **provided a written explanation for rejection of any potential** SBE/MBE/WBE subcontractor or vendor to DEI. When the SBE/MBE/WBE subcontractor rejection is due to unreasonably high pricing, I/We have provided supporting documentation.

x I/We have actively solicited, through sending letters, emails or initiating personal contact, SBE/MBE/WBEs in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration. **(MUST SUBMIT/ATTACH PROOF)**

x I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of SBE/MBE/WBEs for the Cuyahoga County contract under consideration. **(MUST SUBMIT/ATTACH PROOF)**

x I/We have conducted discussions with interested SBE/MBE/WBEs in good faith and provided the same willingness to assist SBE/MBE/WBEs as has been extended to any other similarly situated subcontractor.

x I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

If applicable, identify all SBE/MBE/WBEs contacted to participate that declined or were not chosen:

1. Perfect Plumbing Company — 222 Main Street, Anywhere, OH 44000 — 216-555-5553
Name of Subcontractor/Vendor — Address — Phone

Paul Perfect — January 15, 2021 — $25,000 (5%) — January 18, 2021
Name of Contact — Date of Offer to Participate — Bid Amount — Date Offer Declined

Reasons Given for Declining Has other commitments at this time and is unable to work with us.

2. Dan's DuctWork Company — 333 Main Street, Anywhere, OH 44000 — 216-555-5554
Name of Subcontractor/Vendor — Address — Phone

Dan Handy — January 18, 2021 — $25,000 (5%) — January 19, 2021
Name of Contact — Date of Offer to Participate — Bid Amount — Date Offer Declined

Reasons Given for Declining They are no longer providing the required sub-contracting service as part of its business.

3. Dave's Landscapes Inc — 444 Main Street, Anywhere, OH 44000 — 216-555-5556
Name of Subcontractor/Vendor — Address — Phone

Dave Curbappeal — January 16, 2021 — $25,000 (5%) — January 17, 2021
Name of Contact — Date of Offer to Participate — Bid Amount — Date Offer Declined

Reasons Given for Declining Has other commitments at this time and is unable to work with us.

(Make additional copies to extend list of SBE/MBE/WBE contacts if needed)

I/We affix my/our signature to this document to attest that I/We have exercised the above-indicated Good Faith Efforts to promote Diversity participation on the Bid/Proposal and Contract under consideration and to comply fully with the provisions of the Cuyahoga County SBE/MBE/WBE Program.

John Doe Printed/Typed Name of Company Official	February 1, 2021 Date
John Doe Signature (Must be Original)	President, Owner Title of Company Official
ABC Company, Inc. Full Company Name	111 Main Street Mailing Address
216-555-5555 Area Code/ Phone Number	Anywhere, OH 44000 City, State, Zip
Nancy Notarious **Notary Public**	December 31, 2023 **My Commission Expires**

PLEASE NOTE: Failure to properly complete and submit **DIV-1, DIV-2, and DIV-3 (if applicable) will result in bids/proposals being ruled non-responsive.**