



**CUYAHOGA COUNTY
REQUEST FOR RESPONSES**

Issue date: October 29, 2012

RFR title: Cuyahoga County Pay for Success

Issuing department: Office of Procurement & Diversity
Address: County Administration Building
1219 Ontario Street, Room 110
Cleveland, Ohio 44114

Using department: County Executive Office
Address: County Administration Building
1219 Ontario Street
Cleveland, Ohio 44113

Sealed responses will be received until December 14, 2012 **at** 11:00 AM

All inquiries should be emailed to David Merriman
County Administration Building
1219 Ontario Street
Cleveland, Ohio 44113

email: dmerriman@cuyahogacounty.us

RESPONSE PROPOSALS ARE TO BE MAILED OR HAND-DELIVERED DIRECTLY TO THE ISSUING DEPARTMENT SHOWN ABOVE. ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED UNOPENED.

All County contracts are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Board of Control, Contracting and Purchasing Ordinance, and the successful bidder shall comply with all such ordinances as an integral part of all County contracts. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

PUBLIC NOTICE
REQUEST FOR RESPONSES (RQ# 25663)

The Cuyahoga County Executive Office is now soliciting responses from agencies and organizations interested in partnering with Cuyahoga County on Pay for Success projects.

Pre-proposal conferences are scheduled for November 14, 2012 at 9:00 AM and 11:00 AM in the Cuyahoga County Justice Center, 1st Floor Sheriff's Conference Room, 1200 Ontario Street, Cleveland, OH 44113. There will also be a discussion of Pay for Success Contracting and the child welfare system on November 14, 2012 at 2:00 PM in the Cuyahoga County Justice Center, 1st Floor Sheriff's Conference Room, 1200 Ontario Street, Cleveland, OH 44113. Attendance is optional for the pre-proposal conference and child welfare discussion. Copies of the RFR are available from the Office of Procurement and Diversity.

Vendors are also encouraged to register with the County's BuySpeed Vendor Registration Program on the Internet at www.opd.cuyahogacounty.us to receive notices of future bid opportunities [Phone: (216) 443-7200]. Awarded Contractors must be registered with the Cuyahoga County Inspector General. Information can be accessed on the Internet at www.inspectorgeneral.cuyahogacounty.us

Completed response proposals must be submitted to the **Office of Procurement and Diversity**, County Administration Building, Room 110, 1219 Ontario Street, Cleveland, Ohio 44113, no later than 11:00 a.m. on December 14, 2012.

Lenora M. Lockett, Director
Office of Procurement & Diversity

This notice may also be viewed at the following Cuyahoga County Internet Web Site:
www.opd.cuyahogacounty.us

REQUEST FOR RESPONSE:

Cuyahoga County-Pay for Success

I. Introduction:

In his February 2012 State of the County address, Edward FitzGerald outlined the Western Reserve Plan - his strategy to “transform the antiquated county government” into an “efficient and effective, modern” tool against the “array of problems facing our region.” The powers granted the Executive by the charter offer official and unofficial means “to truly harness the capabilities of the county’s myriad institutions” – public, private, and non-profit – to address all elements of the County’s services and duties.

Each year, Cuyahoga County spends over half a billion dollars on the fourth “key area” of the Western Reserve Plan - human services needs. These services provide a vital lifeline for seniors, infants, families in crisis, the unemployed, the uninsured, the neglected, the isolated and the ignored. These services are the safety net of Cuyahoga County, and the County affirms its commitment to the needs of these individuals.

This Request for Responses (RFR) will launch the County’s formal exploration of Pay for Success contracting and Social Innovation Financing, an innovative human service management and funding method pioneered by the State of Massachusetts, the City of New York, and the government of the United Kingdom to tap large pools of resources for the purpose of scaling-up locally proven, evidence-based intervention services.

Cuyahoga County’s goals in this effort are to:

- prevent the recurrence or intensification of social problems, thereby improve the lives of residents
- identify best practices and evidence based or informed human service interventions that have been proven to address the needs of County residents
- leverage outside funds to enable the providers of these services to scale up their operations, spreading their reach countywide
- assess whether performance-based contracts are a feasible way to share risk between the county, private investors and service providers and whether performance-based service delivery using data measurement and analysis can be a cost-effective and efficient way in improving the outcomes of county investments
- show whether county investments in specific programs create cashable fiscal savings or increased revenues for the county or other levels of government, and the extent to which those savings are sufficient to pay for the programs themselves

These goals strive to address the great social problems of our county through a rapid and massive build-up of services and resources. **Not all intervention programs are a good match for Social Innovation Financing.** Pay for Success is best suited to scalable programs with a well-documented target population, proven outcomes, robust data sources, and a stable agency or strong coalition of providers to support them. The County is seeking partners from among our “myriad institutions” to join in this endeavor.

II. Pay for Success Contracting/Social Innovation Financing

Pay for Success contracting is an application of Social Innovation Financing, which describes a category of innovative approaches to help governments tap into previously inaccessible funding streams that support the achievement of positive, measurable social outcomes. As envisioned in Cuyahoga, the Pay for Success model offers funding for preventative social services. Prevention is generally underfunded and lacks the resources to provide a comprehensive service delivery system that meets people’s needs at the front, not the back end. At a time when all levels of government are facing cutbacks, Pay for Success offers a new

approach to invest in services for vulnerable populations that need more – not less – support, while at the same time saving money for the public sector by ensuring that it only pays for interventions that work.

Under Social Innovation Financing, a government raises funds to pay for specific target outcomes that are achieved within a given timeframe. These funds cover the operating costs of achieving the target outcome, and they can be provided by a foundation, independent private or other social investors, the government, or a combination of these entities for the entire period of performance of the project. The government and all parties create Pay for Success contracts that commit additional government funds to the partnership contingent on achievement of results. Depending on the payment criteria and outcomes used, the investor(s) may achieve a positive return in addition to repayment of the principal investment. The service provider may also receive performance incentives or partial payments based on the achievement of outcomes and contract terms. Ideally, some or all of the financial return to investors could be re-invested into further social capital initiatives. In this way, the model is different from how government agencies typically fund services: government funding is shifted from paying for specific processes and services to paying for specific outcomes. Also, to the extent that the program fails to achieve targeted outcomes, government pays nothing.

The potential benefits of the Pay for Success model for Cuyahoga County include:

- Creating incentives for social innovation, improved outcomes, public sector cost savings, and efficiency gains.
- Identifying effective preventative services that can generate cost savings to the government.
- Providing a model for government investment in preventative and innovative service delivery models that shares some risks with third party funders.
- Overcoming challenges of blending multi-party funds by providing flexible investor funding which could be used for integrated interventions for at-risk populations.

In the long-term, successful projects will demonstrate the feasibility of Social Innovation Financing, providing the evidence necessary for additional governmental entities to trust the model.

Given that this is a pilot testing the Pay for Success concept, the County is looking for response proposals that present:

- A well-defined problem and target population;
- A preventative service delivery strategy that is managed by an intermediary, is flexible and adaptive to the target problem and population, and has either an evidence-based history of success or a justifiable level of confidence for success;
- One or more well-defined, achievable outcome target(s) that are an improvement on the current condition of the target population;
- A financial model that shows public sector savings significant enough to allow a return on investment (ROI) to investors out of said savings while still providing additional cost savings or efficiency gains to the public sector.

The County is primarily interested in response proposals that present cashable savings to Cuyahoga County. That is, if the County is to provide the ROI, it must be the prime beneficiary of future cost savings/reduced expenditures, although responses that include the County in addition to other governmental cost savings are still encouraged to apply. These responses should present the cost savings to each of the systems engaged with the target populations.

Given the above intent, the plan must describe a validation methodology derived from quantifiable data, measure outcome targets for the target population relative to a well-defined comparison population or randomized control group, and credibly demonstrates that achievement of the outcome targets is due to the intervention and not due to random chance, general economic conditions, or participant selection.

Procurement

The County will enter a Pay for Success contract with one or more projects that demonstrate the feasibility and viability of Social Innovation Financing for providing positive outcomes in preventative programs. The County is particularly interested in information related to interventions that address the social challenges of child welfare and youth/adolescent mental and behavioral health, but information related to other services will also be considered. The information obtained from this RFR will assist the County in selecting finalists who will be invited to develop more thorough applications for County and investor consideration.

Evaluation of this RFR will focus on the development of strong Pay for Success projects. The purpose of the procurement will be to identify the work areas and partners to the County. Potential projects will be formed around these areas and the resulting partnership. With the completion of this procurement, the County and its partners will propose the projects to local and national funders interested in Social Innovation Financing. Projects will not be finalized until financing has been secured. The finalized projects will then be presented to the County Executive and Council for approval. Ultimately, the County will enter into contracts to purchase a specific set of social outcomes from intermediaries and service providers.

In the long-term, those interventions that produce proven, positive results and cost efficiencies through the Pay for Success model may be scaled-up and replicated by the County and other partners. Furthermore, successful projects will demonstrate the feasibility of the Pay for Success financing model, providing the evidence necessary for other localities to pursue similar initiatives.

III. Partners and Roles

Cuyahoga County

The Cuyahoga County Office of the County Executive will oversee the administration of this procurement and the governance of the partnership. The Executive's Office will work with other County departments including the Department of Health and Human Services, Office of Procurement and Diversity, the Department of Law, and the Fiscal Office to ensure this procurement and any resulting agreements meet the standards and requirements of the Cuyahoga County Contracts and Purchasing Policies and Procedures Ordinance and any other County policies and procedures that apply to it. The Executive's Office will, if necessary, solicit input and include subject content experts from relevant County departments, the Cuyahoga County -Common Pleas Court-General or Youth divisions, and the various independent Boards or Commissions (i.e. the Board of Health, Developmental Disabilities, Veteran Service Commission and/or the Alcohol, Drug, And Mental Health Services Board).

The Executive's Office received approval from the Cuyahoga County Board of Control on October 01, 2012 to utilize an alternative procurement for the development of a Request for Responses process. This approval has allowed for the creation of a customized RFR process whereby the County may:

- Negotiate with multiple response proposals simultaneously
- Merge response proposals, with the agreement of all parties
- Share the contents of the response proposals with outside entities for the purpose of validation of the proposed services and data sources or to secure additional funding or evaluation
- Reject all response proposals and rebid the project

Following the completion of the RFR review and, if necessary, restructuring of response proposals, the County will invite approved projects to submit an application for funding. These applications will be submitted to the Cuyahoga County Council for final approval.

Third Sector Capital Partners

Through a grant from the George Gund Foundation and other philanthropic funders, Third Sector Capital Partners is playing a technical assistance/consultant role in the launch of the Pay for Success opportunity

in Cuyahoga County. Third Sector is a nonprofit providing:

- financial advisory services,
- deal construction and transaction management, and
- fundraising support towards attracting investor commitments.

The Third Sector team brings more than 30 years of experience in developing innovative financing and growth capital across the nonprofit, public and corporate sectors. In addition, the team is highly versed in evaluation methodologies and program management.

Third Sector has been supporting the County in this process by:

- Working with local foundations and nonprofits in Cuyahoga County to demystify the Pay for Success model, thereby creating grassroots knowledge and capacity to implement.
- Providing advisory services on the implementation of new PFS transactions, including, program constructs and funding structures, with the goal of fostering the transparency necessary for a more rapid application of the PFS construct.
- Partnering with evaluation and research experts to ensure that innovative programs have real, sustainable impact.

Third Sector will support the County in the review of response proposals and discussions of potential structuring of projects. Third Sector will also assist the County with the identification of potential local and national funders that have interest in supporting a Pay for Success project in Cuyahoga.

Program Intermediary

The intermediary will coordinate the Pay for Success strategy. It is the organization that:

- 1) enters into a Pay For Success contract with the County
- 2) is responsible for achieving the negotiated outcome(s) for the target population by contracting with service delivery providers,
- 3) has the flexibility to change or modify its service delivery methods and providers; and
- 4) collects and shares data with the County to fulfill the grant agreement.

Investor(s)

The investors are entities that seek to invest in promising social service interventions. They may be not-for-profit or for-profit entities interested in social investment. They accept some or all of the inherent risk of total non-payment (writing off the operating funds as a loss) if the target outcome(s) are not achieved, but are willing to invest based on their confidence in the proposed intervention, and guarantee from the grantee that they will be paid for outcomes (i.e. earn their principal investment back plus a possible modest return on investment) should the target outcome(s) be met. These investors agree to finance all of the operational and service delivery costs of the intermediary and service provider(s) throughout the lifetime of the proposed project. The investors may also have a vested interest in the strategies that the intermediary chooses to implement. *Potential investors are encouraged to participate in this solicitation by providing letters of support to respondents or filing their own response to part IV segment II below.*

Independent outcome validator

The independent validator is directly contracted by the County, and is responsible for verifying and validating whether outcome target(s), for which the County will pay the grantee under this pilot, are met. The validator informs and agrees to the validation methodology, monitors the outcome measures(s), determines whether the outcome targets have been met, and provides the documentation to trigger release of Pay for Success payments by the County to the grantee. The validator is paid by the project throughout this process. *Independent evaluators will not be procured through this solicitation. Potential outcome validators are encouraged to participate in this solicitation by providing letters of support to respondents or filing their own response to part IV segment II below*

Service provider(s)

Service providers are contracted with the intermediary to provide services and/or administer the programs and interventions designed by the intermediary. The County also invites the participation of national organizations or service providers who are not currently active in Cuyahoga County, but intend to operate in conjunction with an existing entity with a local presence.

Other government entities

Other government entities are invited to participate with the County by providing sources of performance based success payments, facilitating data collection, or other areas of collaboration. The County strongly encourages such entities to apply. *Other government entities are encouraged to participate in this solicitation by providing letters of support to respondents or filing their own response to part IV segment II below.*

IV. Notice of Intent to Apply

The County will be able to develop a more efficient process for reviewing responses if the staff understands the number of applicants that intend to propose responses. Therefore, each potential responder is strongly encourage to notify the County of the applicant's intent to submit a response by sending a short e-mail message. This short e-mail should provide (1) the applicant organization's name and address, (2) a general overview of the Pay for Success project response, including the proposed target area, target population to be addressed, and anticipated outcome(s) the project intends to achieve, (3) any preliminary information on the organizations you hope to partner with. It is requested that this e-mail be sent to dmerriman@cuyahogacounty.us with "Intent to Apply" in the e-mail subject line by 11/15/12. This information will not be publically disclosed and final submitted applications are not required to align with the information in this Notice of Intent to Apply. Additionally, the information and preliminary project proposal will not have any bearing on the final evaluation of a submitted application. Applicants that do not provide this e-mail notification may still apply for funding.

V. Proposal Narrative

The proposal narrative must identify which Pay for Success role(s) the entity is interested in fulfilling as well as describe the proposed model for service delivery, including intended target population, which services would be delivered and where the services would be delivered. This RFR will allow for a single organization to play the role of both investor and intermediary, or both intermediary and service provider. The independent evaluator cannot play any additional roles in the partnership and cannot be an affiliate or subsidiary of any of the other entities in the partnership. Applicants that choose to apply to both segments of this RFR must respond fully to all of the questions for each area.

All responses should reflect the entity's understanding of Pay for Success contracting as described in the overview of this RFR. Responses should explain the entity's role in achieving the overall objective of using success-based contracting to increase the efficiency of government-funded service delivery, reduce costs to taxpayers, and accelerate innovation in ameliorating social problems for the target population. Responses should be as specific as possible in describing how and to whom the organization will provide services, what set of services would be provided, and how the proposed model would incorporate proven best practices.

Segment I-Intermediary and Service Providers

Responses must include the following information:

1. Provide a brief organization overview, including the entity's mission, organizational structure and programs. **(All respondents)**

Please also address the following:

A. For response proposals responding to the intermediary role:

- i. Administrative Capacity (Describe past experience and expertise in:)
 - a. Project development, project management and tracking, government and investor relations.
 - b. Innovative service models or interventions in relevant service domain.
 - c. Administration of complex outcome-based social service projects, including collecting outcome data, managing projects for continuous improvement, and adapting the intervention to achieve the outcome target(s);
- ii. Relationship Management (Describe past experience and expertise in:)
 - a. Effective collaboration with Cuyahoga County, other government organizations, service providers and other entities. Please provide letters of support from at least one such entity.
 - b. Ability to assemble, manage and/or oversee service provider organizations in order to achieve targeted outcomes;
 - c. Also, identify any other public and/or private entities, including sub-contractors, with which entity intends to collaborate in order to execute programming.
- iii. Governance (Recommend a governance structure for the Pay for Success contract)
 - a. Ensure that service providers with expertise with the target population have a significant role in decision-making;
 - b. Ensures that the County will have sufficient oversight and participation in decision-making to allow it to protect the population being served from harm and to verify that the program delivery models are consistent with the intentions of the project; and
 - c. Allow sufficient flexibility for the intermediary to produce the desired amount of learning, innovation and performance based management

B. For response proposals responding to the service provider role:

- i. Describe Respondent's experience in providing this type of service and provide performance data relating to such experience;
- ii. Describe prior experience in collaborating with public and/or private entities for service delivery; and
- iii. Describe prior experience in measuring the performance and impact of service provider's programs.

2. Scope of Services (All respondents)

A. Target Population: Describe the demographic population to be served as well as the geographic area to be served, and provide an estimate of the number of clients that could be served annually over the term of the contract. In doing so, explain the specific methods that will be used to identify the target population and to select and engage and retain program participants;

B. Proposed Outcome: Identify the anticipated outcomes as well as the means and methods for documenting, measuring and evaluating outcomes. Describe your understanding of the developmental, support and service needs of this population that will need to be addressed in order to achieve sustainable positive program outcomes. Describe your understanding of the assets that the target population may have that can be enlisted in the achievement of sustainable positive program outcomes;

C. Program Methodology: Describe the approach to delivering program components including a clear and specific process for determining the type, level and duration of assistance for each program participant and the expected average benefits to be provided to eligible participants. Describe the evidence base underlying the recommended program model as well as any proof of concept for the proposed programming;

D. Describe safeguards against harm for the target population;

E. Describe the plan to track and analyze data for performance measurement;

F. Identify any questions or concerns related to the goals set forth in this RFR, and/or obstacles to achieving such goals, including service provider's ability gaps. References to ability gaps will be used to ensure that all necessary roles and functions are provided by the partnership of organizations entering into a pay for success contracting arrangement;

For response proposals responding to the intermediary role:

G. Discuss the program models and service providers identified as partners that have the potential to meet the objectives of this RFR and the evidence base underlying the models;

H. Propose appropriate metrics for assessing the success of the program model and describe how the necessary data could be acquired;

I. Describe the means and methods for performance management throughout the duration of a multi-year contract as it relates to this specific RFR. Provide a four year work plan and implementation schedule.

3. Provide a brief description of your past experience and/or management capacity to work with Technical Assistance and Evaluation coordinators/ Independent outcome validator. Identify potential independent outcome validators to participate in the proposed project. **(All respondents)**

4. Please complete the attached cost projection template. **(All respondents)**

5. Please provide Letters of Support that describe the Respondent's suitability for the Pay for Success pilot. **(All respondents)**

6. Describe your willingness and ability to support the development of subsequent applications for funding in partnership with Cuyahoga County **(All respondents)**

i. Demonstrate willingness and ability to dedicate staff as a partner in a Cuyahoga County application process. Present evidence of readiness to begin working on application development immediately upon selection by the County Executive's Office.

ii. Provide qualifications of staff to be assigned to engagement.

Segment II-Other Interested Parties

Respondents may respond to any or all of the following questions:

1. What role do you think your organization could play in the social innovation financing pilot?
2. Are there other roles in this pilot that the County has not considered?
3. What do you see as major areas of cost savings for the county?
4. Are there particular interventions you believe are well suited to Pay for Success?
5. What obstacles or challenges might the County encounter in pursuing a Pay for Success pilot project? How can the County mitigate these potential obstacles?
6. Please indicate any further questions, recommendations or considerations for the County in this process.

VI. Cost Response

VII. Letters of Support

PROPOSAL SUBMISSION INFORMATION

Proposal Format

The County will not accept proposal narratives that exceed 20 pages in length. Any submissions over this page limit will be deemed unresponsive. In order for the County to evaluate response proposals fairly and completely,

vendors should follow the format set forth herein and provide all of the information requested.

Response proposals that do not adhere to these formatting requirements may be considered non-responsive. Response proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFR name and number on the front.

Responses must be submitted with one original and 7 copies. A copy of the proposal must also be emailed to David Merriman (dmerriman@cuyahogacounty.us). All response proposals submitted will become the property of Cuyahoga County and will not be returned.

Conflict of Interest

Each vendor shall include a statement indicating whether or not the organization or any of the individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. The County reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendor. The County's determination regarding any questions of conflict of interest shall be final.

SECTION VII – REQUIRED FORMS

The vendor must complete and submit the following forms:

- Bidder Compliance Form

Blank copies of the above are included in the **Appendix** of this RFR.

Original signatures required as indicated on the forms. Copies of the proposal documents will be acceptable only if they contain original signatures and required notarization on all documents.

Vendor Checklist

A checklist is also included in the Appendix to assist vendors in the preparation of their response proposals to ensure compliance with all document requirements.

ADMINISTRATIVE INFORMATION

RFR Contact

All vendor communications concerning the RFR must be directed to the contact person listed below. Any oral communication will be considered unofficial and non-binding on the agency. Vendors should only rely on written statements issued by the County.

Name: David Merriman
Agency: Cuyahoga County Executive Office
Address: County Administration Building
1219 Ontario Street
Cleveland, Ohio 44113

E-Mail: dmerriman@cuyahogacounty.us

Pre-proposal Conference

A pre-proposal conference for all participating vendors is scheduled as indicated below.

Date: November 14, 2012
Time: 9:00 AM and 11:00 AM
Location: Cuyahoga County Justice Center, 1st Floor Sheriff's Conference Room, 1200 Ontario Street, Cleveland, OH 44113

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 RFR. **It is strongly recommended that interested vendors attend.**

Vendors with a disability needing accommodation should contact the Office of Human Resources, Division of Labor and Employment Relations, 1219 Ontario Street, Room 417, Cleveland, OH 44113; Phone (216) 443-7229 (Voice) or 443-7002 (TDD) prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

RFR Addenda

The County reserves the right to issue addenda to the RFR at any time. Addenda, FAQ documents, and any other supporting documentation will be posted at the Western Reserve Plan website:

<http://www.westernreserveplan.org/en-US/Principle-4.aspx>

The County also reserves the right to cancel or reissue the RFR. However, if an addendum is issued less than seventy-two hours prior to the proposal due date, the closing date will be modified accordingly.

Proposal Response Date and Location

The vendor's proposal, in its entirety, must be received at the location, by the date and time specified on the cover page of this RFR. Response proposals arriving after the deadline will be returned unopened, to their senders. The official closing time will be determined by the wall clock located in the issuing department as

indicated on the cover page of this RFR. All response proposals and accompanying documents will become the property of the County and will not be returned. Response proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFR name and number on the front.

Vendors assume the risk of the method of dispatch chosen. The County assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late response proposals will not be accepted nor will additional time be granted to any vendor. Response proposals may not be delivered by facsimile transmission or other telecommunication or electronic means.

Hand-delivered response proposals may be delivered ONLY between the hours of 8:30 a.m. and 4:30 p.m., Mondays through Fridays, excluding holidays observed by the County.

Proposal Opening

Response proposals will be publicly opened at the Office of Procurement & Diversity, 1219 Ontario Street, Room 110, Cleveland, OH 44113. At this time, all response proposals will be opened, the vendor name read from the proposal cover page, and logged. **No dollar amounts or other details of the proposal will be disclosed at this time.** The submittal of a proposal will be considered by the County as constituting an offer to perform the required services at the stated fees.

Required Review

Vendors should carefully review this RFR for defects and questionable or objectionable matter. Comments concerning defects and objectionable material should be made in writing and received by the RFR contact at least ten days before proposal opening. This will allow for issuance of any necessary addenda. 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 RFR contact before the time set for opening.

Proposal Rejection

The County reserves the right to reject any or all response proposals at any time without penalty.

Withdrawal of Response proposals

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time, by submitting a written request to the RFR contact listed above and the Office of Procurement & Diversity.

Response Property of the County

All materials submitted in response to this request become the property of the County. Selection or rejection of a response does not affect this right.

No Obligation to Buy

The County reserves the right to refrain from contracting with any vendor. The release of this RFR does not compel the County to purchase. The County is not bound to accept the lowest priced proposal or any of the response proposals submitted.

Cost of Preparing Response proposals

The County is not liable for any costs incurred by vendors in the preparation and presentation of response proposals submitted in response to this RFR.

Acceptance of Terms

All the terms and conditions of this RFR are deemed to be accepted by the bidder and incorporated in its proposal except those conditions and provisions that are expressly excluded by the vendor in the proposal.

Disclosure of Proposal Contents

All documents submitted to the County as part of your proposal become public information after the County review is completed, and available for review and inspection by anyone requesting to do so. The County does not encourage the submission of confidential/proprietary information in response to this proposal. However, written requests for confidentiality can be submitted to the RFR contact. Neither a proposal in its entirety, nor proposal price information 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.

Equal Opportunity

Prospective vendors must comply with the applicable contract compliance procedures for equal employment opportunity as stipulated by Cuyahoga County. It is the policy of Cuyahoga County, to assure equal employment opportunity. Discrimination against any person in the recruitment, training, examination, appointment, promotion, retention, discipline or any other aspect of personnel administration because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status is prohibited.

Words of the masculine gender used in response proposals shall be deemed and construed to include correlative words of the feminine gender.

Evaluation Process

All response proposals will be reviewed to determine if they are responsive. They will then be evaluated by an Evaluation team. The Evaluation team will, if necessary:

1. Negotiate with multiple response proposals simultaneously
2. Merge response proposals, with the agreement of all parties
3. Share the contents of the response proposals with outside entities for the purpose of validation of the proposed services and data sources or to secure additional funding or evaluation

Contract Negotiations

The option of whether or not to initiate contract negotiations rests solely with the County.

The vendor is responsible for their travel and per diem expenses during contract negotiations.

Debriefing

Vendors who submitted an unsuccessful proposal may request a meeting for debriefing and discussion of their response proposals after receiving a Notice of Intent to Award letter. The request must be in writing addressed to the RFR contact. The debriefing is not to be seen as an opportunity to challenge the decision, nor will it include any comparisons of the vendor's unsuccessful proposal with any other vendor's response proposals. The department/agency will attempt to respond to questions and concerns in this debriefing.

Contracting Requirements

The successful vendor shall, upon notification of award, be required to enter into a contract with Cuyahoga County, Ohio and must comply with the contract terms and conditions defined herein. If the vendor is unwilling to agree to a proposed clause or term, then your cover letter must reference an appendix which identifies these clauses in dispute and should:

- a. Suggest a specific alternative term, clause or approach;
- b. Provide an explanation of your reasons.

Contract Processing

The County department shall prepare the contractual agreement required by this RFR specification. This contractual agreement shall be fully responsive to the requirements defined in these RFR specifications.

Proposal as Part of the Contract

Part or all of the successful proposal may be incorporated into the contract.

Commencement of Contract Performance

In order to protect the interests of Cuyahoga County a contract must be executed by the County Executive and/or his designee before the goods or services as set forth in this RFR specification can be provided.

CONTRACT TERMS AND CONDITIONS

The following terms and conditions shall apply to the contractual agreement between the successful vendor and the Cuyahoga County:

1. The contract shall be subject to interpretation under the laws of the State of Ohio, and subject to the review of the County Prosecutor's Office as to legal form and correctness.
2. The successful vendor shall agree to indemnify and save the County of Cuyahoga, Ohio harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of the contractor, his servants or agents.
3. The County of Cuyahoga shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the County of Cuyahoga, nor shall the County of Cuyahoga pay any insurance premiums for any coverage of any property not owned by the County of Cuyahoga, Ohio. No conditions shall alter this statement.
4. The County of Cuyahoga is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal I.D. No. 34-6000817). Necessary tax exemption blanks will be furnished to the successful vendor when the contract is signed.
5. Acceptance of performance is a condition of the agreement. It shall be understood and agreed that an agent for Cuyahoga County shall determine finally the satisfactory quality of the services and/or materials furnished under the agreement. Failure to meet performance requirements is a reason for termination of the agreement, and the contractor shall be liable to the County for any excess cost and/or expenses incurred by the County thereafter.
6. In the event that the contract is terminated by the County of Cuyahoga, Ohio, thirty (30) calendar days advance written notice shall be given to the contractor. The contractor shall provide all services and/or materials required by the contract and the specifications to the date of termination. Under no circumstances shall the County of Cuyahoga, Ohio be responsible for any type of penalty payment upon the cancellation of the contract. The contractor, however, shall be paid for all services and/or materials provided to the date of termination.
7. By submitting a proposal, the vendor agrees on behalf of the submitting business entity, its officers, employees, subcontractors, sub-grantees, agents or assigns, that all resulting 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. The vendor 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.
8. Anti-discrimination: The contractor agrees that in the employment of labor, skilled or unskilled, under this Agreement, there shall be no discrimination exercised against any person because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status, and that violation thereof shall be deemed a material breach of said Agreement.

9. Americans with Disability Act (ADA): The Contractor shall certify that they are in accordance with the Americans with Disabilities Act of 1990. The Contractor assures that their facilities and services provide reasonable access to all persons with a disability or that reasonable accommodations can be made to provide access. The Contractor agrees to make any and all modifications (that do not impose an undue hardship) to assure access.
10. Social Security Act: The Contractor 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 the Contractor 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 Contractor also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.
11. Labor and Material: The Contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for said Contractor in the execution of this Contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.
12. Assignment: The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, or his right to execute it, or his 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 Board of County Commissioners by resolution.
13. Ownership of Contract Products: All products produced in response to the contract will be the sole property of the County.

REQUIRED CONTRACT DOCUMENTS

(To be completed by successful vendor at time of contract preparation)

In addition to the contract agreement furnished by Cuyahoga County, the successful vendor shall provide the following documents within fourteen (14) calendar days of the RFR award date. Failure to provide these documents within this time frame may result in a rescission of the award.

1. Signature Authorization
2. Worker's Compensation Certificate (if required)
3. Certificates of Insurance (if required)
4. IRS Form W-9: Request for Taxpayer ID and Certification

These documents are described in the following paragraphs.

Signature Authorization

The successful vendor shall provide one of the following signature authorizations:

1. For a corporation, a notarized certificate of power of attorney authorizing the individual's signature to bind the corporation or a notarized certificate of corporate resolution authorizing the signature of the document.
2. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.
3. For a partnership, a certificate of partnership agreement showing the names and address of all partners and authorizing the signatures to bind the partnership.

Worker's Compensation Certificate

A Worker's Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual consultants are not required to submit this document.

The contractor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance or letter of indemnification in lieu thereof. This document shall be current for the entire period of the contract.

Certificate of Insurance

The contractor shall have in effect during the term of the contractual agreement comprehensive auto and general liability insurance wherein Cuyahoga County and its employees are named as co-insured or additional insured.

This insurance shall protect the contractor, Cuyahoga County and its employees, and any subcontractor performing work covered by the contractual agreement against claims for damage for personal injury including accidental death, as

well as for property damages which may arise from operations under the contractual agreement whether such operations be by contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

An exact copy of such insurance policy or policies shall be made available to the contracting authority for review upon request. A Certificate of Insurance with the following minimum levels of such insurance shall be submitted as follows:

- a. Bodily Injury Liability: \$250,000 per person, \$500,000 per accident.
- b. Property Damage Liability: \$50,000 per accident, \$100,000 per aggregate.
- c. Comprehensive Automobile Liability: \$250,000 per person, \$500,000 per accident.

Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability, Property Damage and Vehicle Liability Insurance of type and in the amounts specified above, or (2) the Contractor shall insure the activities of the subcontractor in his own policy as specified above.

The policy or policies shall contain the following, special provisions:

"The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice shall be mailed to the Cuyahoga County Office of Procurement and Diversity."

Any and all expense incident to the furnishing of all insurance required of the Contractor, as well as the legally required performance bond, shall be borne by the Contractor and shall be included in his unit price bid in the Contract.

Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance *(If either document is required above)*

If the contractor cannot provide a worker's compensation certificate and/or certificate of insurance as requested, the contractor must, at the time of submission of the RFR, substitute a letter of indemnification for a worker's compensation certificate and/or certificate of insurance.

Only in those circumstances where the vendor verifies being self-insured by means of documentation will the County consider the substitution of a letter of indemnification for a worker's compensation certificate and/or certificate of insurance. Such documentation, together with the letter of indemnification, must be submitted with the RFR proposal. Such a request will not be considered after the contract has been awarded.

IRS Form W-9: Request for Taxpayer Identification Number and Certification

An Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) is required from any successful vendor, prior to the execution of the contract with Cuyahoga County, must be completed.

Vendors are encouraged to pre-certify with the Ohio Office of Budget and Management.

APPENDIX

Required Forms

This appendix contains the following forms that must be completed and submitted with the proposal.

- Bidder Compliance Form

Vendor Checklist

A checklist is also included, following the above forms, to assist vendors in the preparation of their response proposals to ensure compliance with all document requirements.



Sections 4.8 and 4.10 of the Cuyahoga County Contracting and Purchasing Procedures Ordinance (the “Contracting Ordinance”) require that all successful bidders certify compliance with each and every requirement listed below prior to execution of a contract with the County. By initialing next to each requirement below and by affixing my signature at the end of this document, I hereby certify that I or the company that I am authorized to represent (the “bidder”) will be in compliance with each requirement at the time of execution of a contract with the County resulting from the bid this form is attached to. Failure to initial next to each and every requirement below may result in dismissal of the bid this form is attached to. If any material breach of the certifications required below occurs during the contract performance by the bidder, the County may exercise any or all contractual remedies, including, but not limited to, contract termination for cause.

Please initial in the right hand column next to each criteria met		INITIAL
1	Bidder is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful bidder shall provide this policy upon request).	1
2	Bidder does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating.	2
3	Bidder is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws.	3
4	Bidder will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports.	4
5	Bidder has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings.	5
6	Bidder has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the bidders’ entire time of doing business, if less than seven (7) years.	6
7	Bidder has not had the professional license of any of its employees revoked for malfeasance or misfeasance.	7
8	Bidder has not violated any unemployment or workers compensation law during the past five (5) years, or during the bidder's entire time of doing business, if less than five (5) years.	8
9	Bidder does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount.	9
10	Bidder will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any.	10
11	Bidder is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If	11

the applicable contract does not involve any of the above-described work, Bidder shall place "N/A" and his/her initials in the box to the right.

- 12 Bidder will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Bidder shall place "N/A" and his/her initials in the box to the right.
- 13 Bidder will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance.
- 14 Bidder will require all if its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Bidder shall place "N/A" and his/her initials in the box to the right.
- 15 Bidder has met and will comply with all provisions of state law relating to ethics. Bidder has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance.

12
13
14
15

Printed Name: _____ **Company:** _____

Signature: _____ **Date:** _____

h/bidder compliance, Ordinance No. 2011-0044

RFR Vendor Checklist

This checklist will help vendors to submit complete response proposals. Response proposals missing required elements are incomplete. Please include the components listed below in your submission.

___ **Cover page**

___ **Cover letter: (original signature binding proposal must be included.)**

- ___ Telephone # & contact name
- ___ Brief organizational history
- ___ Years in the business
- ___ Service type provided
- ___ Legal corporate status
- ___ Vendor Federal Tax ID #

___ **Table of contents**

___ **Proposal Narrative**

___ **Cost Response**

___ **Letters of Support**

___ **Required County forms completed:**

- ___ Bidder Compliance Form

____ Required number of response proposals