

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 - 023

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR DESIGN PROFESSIONALS IN ORDER TO PREPARE A PLAN FOR CONTINUED DEVELOPMENT OF THE CITY OF STRONGSVILLE TOWN CENTER AREA.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized to advertise a request for qualifications and proposals for design professionals to prepare a plan for the continued development of the City of Strongsville Town Center area, in accordance with the documents on file in the office of the City Planner, which are, in all respects, hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

Signature of Mayor Perciak
President of Council

Approved: Thomas B. Perciak
Mayor

Date Passed: 3/2/2020

Date Approved: 3/2/2020

Table with columns Yea and Nay, listing council members: Carbone, DeMio, Kaminski, Kosek, Roff, Schonhut, Short.

Attest: Aimee Pierzka
Clerk of Council

RES
ORD. No. 2020-023
1st Rdg. 02/18/2020
2nd Rdg. 03/02/20
3rd Rdg. Suspended
Amended:
Ref: PZE

Pub Hrg.
Adopted: 03-02-20
Ref:
Defeated:

**CITY OF STRONGSVILLE, OHIO**

REQUEST FOR QUALIFICATIONS AND PROPOSALS

for

Design Professionals  
For Development of the  
City of Strongsville Town Center Area

February 18, 2020

**Submission Due**  
**April 17, 2020, 4:00 p.m.**  
**(Friday)**

**LEGAL NOTICE**  
**REQUEST FOR QUALIFICATIONS AND PROPOSALS**  
**DESIGN PROFESSIONALS**

The City of Strongsville will receive sealed qualifications and letters of interest/proposals for design professionals to prepare a plan for the continued development of the Strongsville Town Center. The plan will guide future improvements and development of the Town Center area as a community-gathering place with a blend of active and passive spaces. The City is seeking to create a unique and innovative venue to attract and welcome both families and individuals to become a focal point for residents.

It is contemplated that the City will be contracting for design professional services for the entire scope of services summarized above. The qualifications, letter of interest and proposals should be deposited with four (4) copies with the City's City Planner at 16099 Foltz Parkway, Strongsville, Ohio 44149, **no later than 4:00 p.m. on Friday, April 17, 2020. No financial terms will be presented with the proposals, in accordance with law.** All pertinent information, City requirements, and proposal forms may be obtained from the City Planner at the above address between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday. The City of Strongsville reserves the right to reject any or all proposals, waive any informalities or minor defects in the proposals received, and accept any proposal which it deems most favorable to the City. The City of Strongsville is an Equal Opportunity Owner/Employer.

By Order of the Council of the City of Strongsville, Ohio

Aimee Pientka, MMC, Clerk of Council and  
Thomas P. Perciak, Mayor

Advertisements in Plain Dealer:

Sunday, March 8, 2020  
Sunday, March 15, 2020

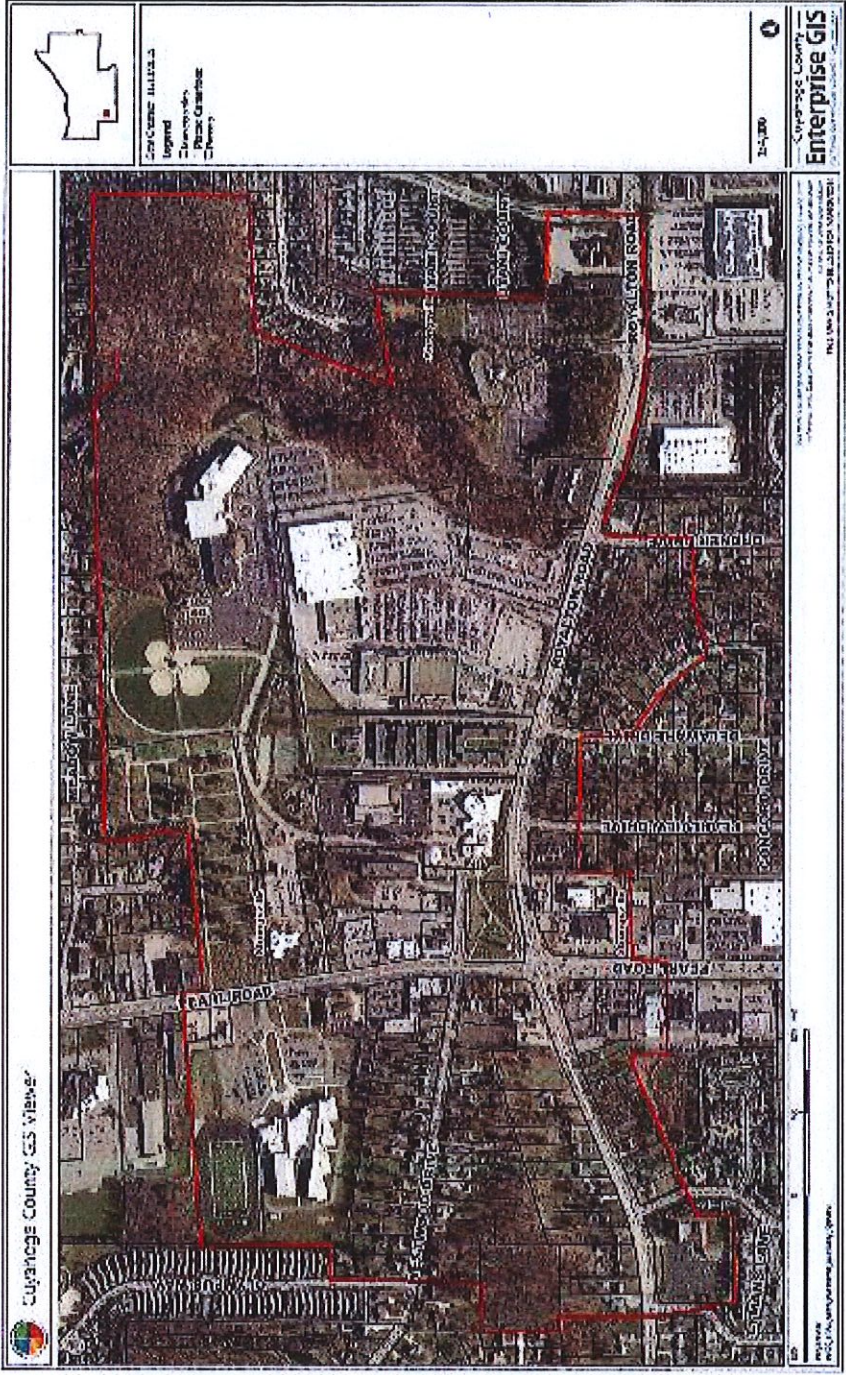
**CITY OF STRONGSVILLE  
REQUEST FOR PROPOSALS / QUALIFICATIONS  
TOWN CENTER PLAN**

The City of Strongsville is seeking qualified design professionals to prepare a plan for the continued development of its Town Center. The plan will guide future improvements and development of the Town Center area as a community-gathering place with a blend of active and passive spaces. The City is seeking to create a unique and innovative venue to attract and welcome both families and individuals and to become a focal point for residents.

**BACKGROUND AND PROJECT AREA**

The City of Strongsville recently completed and adopted a City Master Plan. In 2015, NOACA prepared the Strongsville Town Center District Redevelopment Plan. The City is now interested in developing a more detailed Town Center area plan for the central commons and the immediately surrounding areas. The data and findings contained in the Community Master Plan will provide base information regarding the City's population base, direction as a community, and the needs and desires for municipal facilities. Copies of the Master Plan document are available on the City's website.

The Town Center study area consists of approximately 300 acres, which presently contains the public library, recreation center, ball fields, City communications center, and police facility in addition to the commons area and surrounding commercial and residential areas. The general boundaries of the area are depicted on the following map.



## **PROJECT DESCRIPTION**

In accordance with the recommendation of the City Master Plan, the City desires to enhance this space to create more of a town center atmosphere that is conducive to attracting residents of all ages as a community gathering space. It is anticipated that the elements of the Town Center plan could include:

- An amphitheater suitable for staging public events with sound and lighting capability;
- A grassy event space;
- Realignment of the Zverina/Roe/Westwood intersection to provide a traffic circle;
- Gathering spaces or venues, both indoor and outdoor;
- An evaluation of vehicular accessibility;
- Paths;
- Outdoor furniture and public art;
- Landscape and signage treatments;
- A splash pad or other recreational facilities;
- Lighting;
- Recommendations for zoning changes;
- Parking and bike racks to adequately accommodate anticipated uses;
- Restroom facilities;
- A new City administration facility;
- Other facilities or features consistent with the intent of creating a town center community gathering space.

## **SCOPE OF SERVICES**

Preparation of the Town Center plan shall include, at a minimum, the following phases and scope of services. It is anticipated that successful completion and adoption of the plan for the Town Center will potentially lead to the City retaining the professional services of a firm or individual to prepare construction design drawings for improvements to be included in the initial phase of implementation. Proposers are advised, however, that preparation of construction drawings and plan implementation are not part of this contract and are completely dependent on subsequent authorization of budget allocations by City Council following an appropriate process to contract for such professional services.

### **Phase 1**

The Consultant shall evaluate the existing site conditions, including:

- Topography;
- Vegetation;
- Existing buildings and structures;
- Current zoning classifications;
- Amenity placement;
- Vehicular and pedestrian access;
- Parking;
- Utilities;
- Ownership of parcels;
- Drainage considerations; and
- Surrounding land uses and buffers.

## **Phase 2**

The Consultant shall prepare a summary evaluation and graphic depiction of site conditions that identifies issues and opportunities, and review its findings in a work session with City representatives and two (2) members of City Council, appointed by the Council President. The evaluation and recommendations shall include:

- Suggested alignments for the Zverina/Roe/Westwood intersection;
- Alternative approaches to improve access within the Town Center;
- At least three (3) conceptual layouts for the Town Center;
- At least three (3) themes for street furnishings, landscaping, and lighting within the Town Center;
- Options for attractive roadway, path, walkway, and parking materials with a review of pros and cons and cost differentials; and
- Identify opportunities for public art and/or unique features.

During the work session, the Consultant shall explore with City representatives its suggestions for alternative approaches and key elements to making the Town Center a community gathering space. Based upon comments and direction received, the Consultant shall further develop the preferred Town Center plan.

## **Phase 3**

The Consultant shall prepare the conceptual plan, which shall include a brief summary report of its analysis and evaluations and an overall concept plan for the Town Center. The conceptual plans

shall include renderings, perspectives, and elevations as appropriate to properly convey the design intent and the future image of the Town Center. The final report shall also include descriptions of all plan features; a final itemized construction and acquisition cost estimate; identification of potential funding sources; itemized maintenance and/or operations costs for any new features; and recommendations for phased development. The Consultant shall make a formal public presentation of the concept plan before City Council. All presentation materials shall be provided to the City in both hard copy and digital formats.

### **CITY RESPONSIBILITY**

The Mayor shall:

- Designate a Project Manager who shall be the contact point for the Consultant;
- Provide background information to the Consultant such as any other studies, plans, data, or currently assembled information that may be relevant to the project; and
- Coordinate, schedule, provide notice, and provide meeting space for all work sessions and public meetings.

### **PROPOSAL REQUIREMENTS**

Proposers shall submit five (5) bound sets and one electronic PDF format copy. Bound proposal sets shall not exceed 11" x 17" in size. Proposers should provide the following:

- The Project Team – A brief description of the primary consultant and sub-consultant (if applicable) team members, along with an organization chart of the project team. Describe the role and relevant background experience of the primary individuals involved in the project, qualifications of key personnel and their responsibilities. Clearly identify the primary consultant and primary day-to-day contact individual.
- Statement of Understanding – Provide a brief discussion of the approach to the performance of the work requested that illustrates the proposer's understanding of the nature of the work being requested. Proposers may suggest alternatives to the proposed tasks or deliverables that improve upon achievement of the project objectives.
- Scope of Work – Provide a detailed proposed scope discussing the approach, methodology, personnel assigned to these tasks, proposed project time line and any other deliverables.
- Relevant Examples of Previous Work – Provide no more than three (3) representative examples of your firm's work on a project similar to this Town Center plan. Include narrative, graphic and/or photographic examples. Include the project name; project description; location; role and level of involvement of the prime firm as well as any sub-consultants; design and/or construction dates of completion; and client references with name, phone number and e-mail address of the contact person for the client.
- Proposed Schedule – Provide a time line for completion of the various Phases or tasks.



## **EVALUATION PROCESS**

A review panel comprised of City Administrative Staff appointed by the Mayor and two (2) members of City Council, who shall be appointed by the Council President, will review all the proposals submitted based upon:

- The proposal team's experience with similar projects and the references of its clients;
- The qualifications of the project team and their anticipated fit and working relationship with City Staff and other local officials;
- The demonstrated understanding of the project and the City's intended outcome of creating a community gathering space;
- The proposed methodology and the degree of creativity and innovation displayed; and
- The proposer's effective allocation of time and resources.

Up to three (3) finalists may be invited for an interview. The individual or composite ratings and evaluation forms prepared by review board members will not be revealed until after a contract is awarded and as required by pertinent public records laws. Those firms selected to participate in the interview process will be provided a specific script and schedule prior to the interview. It is anticipated that a firm will be selected and a contract approved within ninety (90) days of receipt of proposals.

## **NOTICE TO PROPOSERS**

This Request for Proposals does not constitute a contract or offer of employment. The cost of preparation of proposals shall be the sole obligation of the consultant. All proposals, whether accepted or rejected, shall become the property of the City. The City reserves the right to reject any and all proposals. Elements and/or tasks may be added or deleted at the discretion of the City pending negotiation of the scope of work and compensation. All completed work, including surveys, workshop documents, schematic designs, ancillary reports and the final plan, whether in written, video or electronic formats, becomes the property of the City at the end of the project.

Interested firms or teams are invited to submit their proposals and statements of qualifications as described above in sealed envelopes to:

George Smerigan  
City Planner  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, OH 44149

**Respondents shall submit an original and four (4) copies of their RFQP submissions. Sealed submissions must be received on or before no later than 4:00 p.m. on Friday, April 17, 2020, local time.**

Submissions received thereafter will be disqualified. Sealed submissions should be delivered to the address listed above and must be clearly marked on the package “*Request for Proposals/Qualifications for the Town Center Plan.*” Submissions that are incomplete may be rejected as non-responsive. **Clear and concise responsive submissions are required rather than elaborate promotional materials.**

Candidates will be notified of the City’s decision following its review and evaluation of qualifications received. The highest ranked firms may be invited to a follow-up interview.

## PROPOSAL FORMAT

### **General**

All proposers are required to list projects of similar size and scope. All sub-consultants that may be used must be listed along with their qualifications, and if a contract is awarded, will be subject to prior approval of the City. Each proposer must also include information relative to anticipated hourly efforts for personnel, and indicate the project manager for this contract.

The qualifications and supporting documentation shall not exceed 50 pages in length, and will be used to assist the City in determining the successful proposer. Any pages beyond the limit will not be utilized in the evaluation process.

Proposals are to be submitted to George Smerigan, City Planner, 16099 Foltz Parkway, Strongsville, Ohio 44149, **no later than 4:00 p.m. on Friday, April 17, 2020,** by authorization of the Council of the City of Strongsville, Ohio, and in accordance with documents as set forth herein.

#### **1. RFQP Administrator**

The City official responsible for administering this RFQP (hereinafter “City Planner”) is: George Smerigan, City Planner, City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149.

#### **2. Compliance with Laws**

The proposer will at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, city and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

#### **3. Preliminary Matters**

Proposers intending to submit proposals are requested to indicate their intent in writing to the RFQP Administrator. Proposers shall identify the name, title, address and telephone number of an individual authorized to receive communications regarding the RFQP. Proposers are expected to examine all parts of the Request for Qualifications and Proposal (RFQP). Failure to do so will be at proposer's risk.

All questions must be submitted in writing to George Smerigan, at the City of Strongsville, **no later than 4:00 p.m. on Friday, April 3, 2020.** Questions may be submitted via e-mail at [george.smerigan@strongsville.org](mailto:george.smerigan@strongsville.org).

#### **4. Preparation of Proposal**

Each proposer shall furnish the information required by the RFQP. Except where documents are specifically provided herewith for completion, the proposer may prepare the proposal in any format which clearly presents the information required.

Proposals for services will not be considered unless authorized by the RFQP. Proposers must state a definite time for performance of services unless otherwise specified in the request for proposal.

If proposer is a corporation, the President and Secretary shall execute copies of the proposal. The corporate seal shall be affixed to all copies. Attach a certified copy of that section of corporate bylaws or other authorization by the corporation that permits the person to execute the offer for the corporation.

If proposer is a partnership, all partners shall execute copies of the proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of the authority satisfactory to the Director of Finance shall be submitted.

If proposer is a limited liability company, the Manager or Managing Member shall execute the proposal.

If proposer is a sole proprietor, he/she shall execute copies of the proposal.

#### **5. Submission of Proposals**

All proposers shall submit sealed proposals in an envelope which shall carry the following information on the face of the envelope: proposer's name, address, subject matter of proposal, advertised date and the hour designated for proposal receipt as shown in the legal advertisement, and shall be addressed to: George Smerigan, City Planner, City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149.

Where proposals are sent by mail, the proposer shall be responsible for their delivery before the advertised date and hour for the receipt of proposals. If the mail is delayed beyond the date and hour set for the proposal receipt, proposals thus delayed will not be considered and will be returned unopened.

All costs incurred in the preparation and submission of proposals shall be borne exclusively by the proposer, without cost to the City.

All material submitted by a proposer will be public records available for public inspection pursuant to law. The City cannot provide confidentiality for documents which are a part of a public record.

The City shall be under no obligation to return any materials submitted by a proposer as a result of this RFQP.

#### **6. Withdrawal of Proposals**

Proposers may withdraw their proposals at any time prior to the time specified in the advertisement as the closing time for the receipt of proposals. However, no proposer shall withdraw or cancel a proposal for a period of sixty (60) calendar days after the advertised closing time for the receipt of proposals, nor shall the successful proposer withdraw, cancel or modify the proposal after having been notified by the City Planner that the proposal has been accepted by the City.

#### **7. Competency of Proposer**

No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, or

surety or otherwise, upon any obligation to the City, or had failed to perform faithfully any previous contract with the City.

The proposer, if requested, must present evidence satisfactory to the City of ability to perform successfully on any contract awarded pursuant to this RFQP and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of any contract awarded pursuant to the provisions of the RFQP.

#### **8. Consideration of Proposals**

The City Planner shall represent and act for the City in all matters pertaining to this proposal and contract in conjunction with it. The City reserves the right to reject any or all proposals and to disregard any informality in the proposals when, in the City's opinion, the best interest of the City will be served by the action.

The City will select a proposer based upon responsiveness of the proposal to the RFQP requirements, which shall include references, ability to adhere to the terms of the proposal, professional skills and knowledge derived as a result of doing business in a similar capacity, financial stability, and conformance to RFQP provisions and/or accepted RFQP modification recommendations.

#### **9. Contract Negotiations, Terms and Conditions**

The City shall select and rank those proposers that it considers to be the most qualified to provide the required services, and the terms and conditions of the contract shall be negotiated with the proposer ranked most qualified to perform the required services. Contract negotiations shall be directed toward: (a) insuring that the proposer and the City have a mutual understanding of the essential requirements involved in providing the required services; (b) determining that the proposer will make available the necessary personnel, equipment and facilities to perform the services within the required time; and (c) determining that the compensation to be paid to the proposer for the required services is fair, reasonable, and in the best interests of the City.

Upon failure to negotiate a contract with the proposer ranked most qualified, the City shall inform the proposer of the termination of negotiations and enter into negotiations with the proposer ranked next most qualified. If negotiations again fail, the same procedure shall be followed with each next most qualified proposer until a contract is negotiated, provided that the City may elect to reject all proposals at any time.

#### **10. Acceptance of Proposals**

The contract will be awarded to that responsible proposer who is best qualified and whose proposal conforming to the RFQP will be the most advantageous to the City, all factors considered.

A written award (or Acceptance of Proposal) shall be mailed or otherwise furnished to the successful proposer.

The City reserves the right to waive any informalities or minor defects in the proposal process; to reject any or all proposals; and to accept other than the lowest proposal.

The City may accept any item or group of items of any proposal, unless proposer qualifies his/her proposal by specific limitations.

#### **11. Interpretation of Contract Documents**

If proposer contemplating submitting a proposal is in doubt as to the true meaning of any part of the RFQP or other contract documents, the proposer may submit to the City Planner a written request for an interpretation. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an

addendum duly issued by the City Planner. A copy of the addendum will be mailed or delivered to each person receiving a set of the RFQP documents and to the other prospective proposers as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective proposer to receive written interpretation prior to the time of the receipt of proposal will not be grounds for withdrawal of proposal. Proposer will acknowledge receipt of each addendum issued in space provided on proposal page. Oral explanations will not be binding.

**12. Supplemental Information**

Each proposer shall submit, where necessary, or when requested by the City Planner further information and descriptive literature necessary to describe fully the work he/she proposes to furnish, the proposer's experience on similar work, or other information which the City deems necessary to reach a decision.

**13. Taxes and Governmental Charges**

The City is a governmental entity exempt from certain taxes. The proposer may verify with the Director of Finance those taxes which should not be applied to the proposed contract in calculating the proposer's prices. The price or prices quoted here shall include all other federal and/or state, direct and/or indirect taxes which apply.

The prices quoted here shall comply with and include all costs which are a result of all federal, state, and local laws and regulations.

**14. Order of Precedence**

In the event of any inconsistency between provisions of this RFQP, the inconsistency shall be resolved by giving precedence in the following order:

- (a) Requirements for proposals and instructions to proposers,
- (b) Proposal format and contents,
- (c) other proposal requirements.

**15. Notices**

All communications and notices provided for shall be in writing, delivered personally or mailed first-class, postage-prepaid, to the proposer by name and address listed on the proposal; to the City Planner, George Smerigan, City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149.

**OTHER PROPOSAL REQUIREMENTS**

**A. Indemnification/Insurance.** The successful proposer agrees to have sufficient liability insurance and professional liability and/or errors and omissions coverage, and to indemnify the City and hold it harmless against:

- 1. Any and all losses and liabilities for personal injury, death, or property damage arising out of, or as a consequence of any work performed under the contract.
- 2. Any and all expenses related to claims or lawsuits resulting from the above, including court costs and attorney fees.

3. Any and all expenses, penalties and damages incurred by reason of proposer's failure to obtain any permit or license under or comply with any applicable laws, ordinances or regulations.
4. Any and all errors or omissions in connection with providing the required services.

**B. Proposal Deposit.** No proposal deposit is required.

**C. Qualifying Participants.** The City has issued this RFQP and intends to contract on the basis of it with selected proposer(s).

Proposer shall identify any subcontractor relations, and, in such event, proposer shall assume total responsibility for all performance under the contract.

**D. Nondiscrimination.** Proposers shall not discriminate against any person on the basis of race, creed, color, national origin, handicap, gender, age, sexual preference or religion, or commit an unfair labor practice in the performance of the contract. The provision shall be incorporated within the provisions of any contracts entered into with any firm(s) retained or employed to perform any services in connection with the award of this contract.

**E. Additional Information.** The proposers shall be obligated to furnish to the City additional information and/or data as the City may request for the purpose of evaluating the proposal.

**F. Familiarization with Conditions.** Proposers shall be thoroughly familiar with the terms and conditions of the RFQP, and acquainted with all available information regarding difficulties which may be encountered and conditions under which the work contemplated must be accomplished.

Proposers will not be relieved from assuming all responsibility for properly identifying the problems and the estimated cost of performing the services required due to any failure to investigate the conditions, or to become acquainted with all information, schedules, and liability concerning the services to be performed.

**G. Compliance with Certain Federal and State Laws.** Proposers shall comply with applicable anti-terrorism requirements; reporting and other provisions of O.R.C. 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to campaign committees of certain City officials.

NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that

he/she is \_\_\_\_\_ of the party making the foregoing  
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

\_\_\_\_\_  
Affiant

SWORN TO BEFORE ME and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

**CERTIFICATION AND REPRESENTATIONS  
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

**PROPOSER**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public



**DECLARATION AND REPRESENTATION  
IN ACCORDANCE WITH O.R.C. §9.24  
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned bidder/contractor hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, will conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned bidder/contractor appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best bidder/contractor, even if no state funds are involved.

**PROPOSER**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
 Notary Public



**STATEMENT AS TO INTERESTED PARTIES**

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says:

**INDIVIDUAL ONLY:** That he/she is an individual who is doing business under the name of \_\_\_\_\_, at \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_.

**PARTNERSHIP OR LIMITED LIABILITY COMPANY ONLY:** That he/she is the duly-authorized representative of a \_\_\_\_\_ (general/limited) partnership or limited liability company which is doing business under the name of \_\_\_\_\_ in the City of \_\_\_\_\_, State of \_\_\_\_\_.

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said partnership or limited liability company, whether they are general or limited partners or company members:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CORPORATION ONLY:** That he/she is the duly-authorized \_\_\_\_\_ of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ or a foreign corporation licensed to conduct business in the State of Ohio, and that he/she is submitting herewith a Proposal to the City of Strongsville in conformity with the foregoing Specifications.

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

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Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: \_\_\_\_\_

Directors: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager/Agent \_\_\_\_\_

Attorneys: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

and that the following officers are duly authorized to execute contracts on behalf of said corporation:

NAME

TITLE

_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_  
(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS \_\_\_\_\_ day  
of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(Notary Public)

**CITY OF STRONGSVILLE**  
**EQUAL OPPORTUNITY REQUIREMENTS**  
**for**  
**SERVICE and SUPPLY CONTRACTS**

The City of Strongsville has adopted by Resolution No. 1977-70 regulations which provide that all prospective BIDDERS on CONTRACTS in excess of \$2,500.00 for Services, Equipment and Material Supplies or Vendors must complete and file with the BID the following Affirmative Action Certification, or BID will be deemed non-responsive and void.

This Certification becomes part of the resultant CONTRACT.

In providing goods and/or services hereunder Vendor, Lessor or CONTRACTOR agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and provisions of Executive Order no. 11246, dated September 24, 1965 as amended by Executive Order No. 11375, dated October 13, 1967 and such other executive orders on non-discrimination in Employment as may be issued with the rules, regulations and orders pursuant thereto as the same may be amended or revised from time to time all of which are specifically included by reference and made a part hereof. Vendor, Lessor or CONTRACTOR agree to include the substance of the foregoing clause in every Sub-Contract or Purchase Order for performance of work in furnishing goods and/or services hereunder.

Company: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_