



City of Cleveland

Frank G. Jackson, Mayor

Department of Public Utilities
1201 Lakeside Avenue
Cleveland, Ohio 44114-1175
(216) 664-2444

July 25, 2013

Dear Invited Proposer:

The Department of Public Utilities (DPU) is soliciting proposals from qualified firms interested in providing industry specific training services.

These services will provide training necessary to enhance and support skill development of DPU's employees while being aligned with our performance management process. The proposer shall have the expertise to supply high quality services that support the department's business goals and objectives.

A pre-proposal conference will be held at the Carl B. Stokes Public Utilities Building, 1201 Lakeside Ave, Cleveland Ohio 44114 on Monday, August 12, 2013 at 2:30 P.M., ET. At the conference, interested parties may submit or ask questions pertaining to the enclosed Request for Proposal (RFP) and the services desired. For reasons of security, those planning to attend the pre-proposal conference need to register by 4:00 p.m. on Friday, August 9, 2013 by calling 216-664-2444 ext. 5673 or by email to ariana_glaspie@clevelandwater.com. Photo ID's are required on the day of the conference. Proposers are encouraged to attend the conference, although attendance is not mandatory.

If you intend to propose, you must submit a written notice by Friday, August 23, 2013. The enclosed "Intent to Propose" form should be signed, scanned, and emailed to simon_mastroianni@clevelandwater.com. The original copy should be mailed to Simon Mastroianni at the address below and postmarked by August 23rd. DPU will only consider proposals from proposers who submitted the required Intent to Propose form.

Proposals are due to DPU no later than 4:00 P.M., EST., on Friday, September 20, 2013 and must be submitted in a sealed envelope containing an original and ten (10) complete duplicates of your technical proposal, in hard copy and an electronic copy on CD-ROM or flash drive in MS Word format. Fee proposals will be submitted separately, in a sealed envelope containing an original and ten (10) complete duplicates of your technical proposal, in hard copy and an electronic copy on CD-ROM or flash drive in MS Word format. No proposals will be accepted after the dates and times stated unless the City extends the deadline by a written addendum.

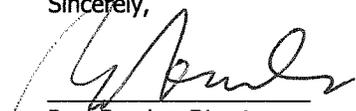
Sealed proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Industry Specific Training Services Proposal.**

Simon Mastroianni
Department of Public Utilities
1201 Lakeside Avenue
Cleveland, Ohio 44114

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the services desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his sole discretion, modify or amend any provision of this notice or the RFP.

Should you have any questions regarding this request, please contact Simon Mastroianni at 216-664-2444 Ext. 5630, or simon_mastroianni@clevelandwater.com.

Sincerely,



Paul Bender, Director
Department of Public Utilities

CITY OF CLEVELAND, OHIO
DEPARTMENT OF PUBLIC UTILITIES



REQUEST FOR PROPOSAL
INDUSTRY SPECIFIC TRAINING SERVICES

JULY, 2013

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1 INTRODUCTION AND BACKGROUND INFORMATION

The City of Cleveland ("City"), owner and operator of the Department of Public Utilities, (hereinafter referred to as "DPU"), through its Director of Public Utilities (Director) is soliciting proposals from qualified firms interested in providing professional services to administer a comprehensive training program over a two-year period that provides training necessary to support skill development of DPU employees.

In 2009, DPU wanted to address the need of assuring that the DPU workforce was composed of individuals who are skilled, diverse, accountable, and work collaboratively. In an effort to achieve this goal DPU procured professional services to deliver training and address other needs that coincide with the departments key initiatives.

The primary objectives of this program are to continue:

- Supporting the Business Goals of DPU and the Divisional Strategic Business Plans as they relate to training and skill development.
- Providing courses that support the workforce skill enhancement as it relates to DPU key business functions.
- Building and delivering customized training courses as needed
- Assessing and measuring effectiveness of training.
- Evaluating/assessing, identifying and satisfying training needs whenever the organization takes on a new endeavor requiring new or upgrade of current skills.
- Making provision for obtaining the degree, licensure, certification and continuing education directly related to jobs.

The program will encompass the organization and evaluation of training as well as the provision of other related services over a two-year period based on the needs and requirements of DPU and its employees. Each Proposer responding to this Request for Proposal (RFP) should have the experience and demonstrated ability to implement required services.

Please refer to Section 2 for an explanation of training and related services to be procured from multiple vendors. The training services shall be provided at initial, intermediate, and advanced levels as applicable, dependent on the requirements of DPU employees. The training programs also must include provisions for refresher courses. DPU requires that training vendors have complete familiarity with the subjects and technologies which they will be teaching, and gives preference to vendors with accredited instructors.

DPU is a self-sustaining business enterprise of the City and is currently comprised of eight (8) distinct components (see Appendix A for organizational chart):

- The Cleveland Division of Water (CWD) is the largest of these divisions with approximately 415,000 customer accounts, composed of 397,000 residential and 18,000 commercial accounts. In addition, there are 5,800 fireline accounts. Currently, CWD maintains a 640 square mile service area, including 6,000 miles of distribution mains located in the City of Cleveland and 65 direct service suburbs. In addition, CWD has the following operations areas; Engineering, Plant Operations, Risk, and Distribution and Maintenance.
- Cleveland Public Power (CPP) is the largest municipality owned electrical utility in the State of Ohio, and is a member of the American Public Power Association (APPA). Currently, CPP has approximately 72,000 combined residential and commercial customers that are serviced by

approximately 350 fulltime employees. CPP currently covers about 60% of the geographical area of the City of Cleveland and, with the increase in coverage area, have added 26,000 new customers.

- The Division of Water Pollution Control (WPC) serves a significant portion of the entire metropolitan area by managing the sanitary sewage, storm-water drainage and combined collections systems. WPC manages approximately 128,600 customer accounts, 96% of which are residential and 4% commercial. They are responsible for maintaining 1,436 miles of sewer lines.
- The Finance Division (Utilities Fiscal Control – UFC) provides support services to the other divisions of Public Utilities. UFC coordinates all of the Department’s accounting services, provides payroll services, prepares financial reports, compliance audits and assists the various Divisions with their annual budget preparation. UFC processes utility bill payments, and acts as the remittance agent for the various Northeast Ohio communities for whom it performs assessment billings. It is also responsible for Budget/Finance/Procurement, Central Warehouse, Payroll, and Benefits.
- The Human Resources Section is responsible for Talent Acquisition and Workforce Planning, Recruitment, Performance Management, Training, Classification and Compensation, and Employee/Labor Relations.
- Public Affairs is responsible for 1. The Office of Communications which is responsible for establishing and managing communication policies and procedures, designing communication tools for internal and external use, and establishing and monitoring communication methods and practices for the Department. It is composed of 3 distinct units: Marketing, Community Outreach, Media/Technology and Special Events.; and 2. The Strategic Business Plan Office which is in the developmental stages, will have a departmental focus, and will be responsible for ensuring that strategic business goals and objectives are reached.
- Information Technology is responsible for the implementation, update and maintenance of all network systems, servers, and all applications used by the Divisions of this Department. It is composed of 3 functional units: Infrastructure and Applications, Cleveland Enterprise Geographical Information Systems (GIS), and Administration.
- The following sections are under the direction of the Assistant Director of DPU: 1. Customer Accounts Services is responsible for Billing, Customer Service, Meter Reading, Collections and Tampering, 2. Public Utilities Security is responsible for securing departmental facilities and investigating suspicious activities, and 3. Radio Communication functions for DPU.

DPU’s current workforce is comprised of over 1500 employees. Of this number, approximately 80% belong to one of over 30 unions with whom the City has collective bargaining agreements. Approximately 20% of the total workforce is considered management. Here, management is defined as either supervising one or more employees or managing one or more functions deemed critical to DPU’s operation.

In addition to federal and state regulations that govern personnel actions, policies governing DPU’s personnel transactions include the Rules of the Civil Service Commission, collective bargaining agreements, divisional/departmental policies, and the City’s Policies and Procedures Manual. The

most recent material will be made available to the selected Consultant(s).

Out of an estimated 1500 DPU employees, many are eligible for retirement by December 2013. Studies have shown that there are fewer people available with the requisite skill sets to replace these employees. The departure of these employees may present opportunities such as “rightsizing” the organization, exploring better ways to do business by taking advantage of diverse backgrounds of new personnel, improving work practices and better utilization of technology. Positioning ourselves to take advantage of these opportunities is especially important to DPU's financial stability in that a high quality workforce coupled with sound work practices makes DPU's operations more efficient and effective -- which translates into better service to our customers.

Progress has been made over the past two (2) years, however, DPU's restructuring and a consequent training needs reassessment reveals further need for skill development and enhancement in traditional and new areas among employees. DPU's mission, coupled with specific career goals and performance management processes require continued assessment of employee skill levels as we progress our workforce towards excellence in customer service. Furthermore, DPU must be able to measure the effectiveness of DPU's training programs, ensure there are means for following up and cementing the curriculum with refresher courses and courses that address emerging trends. By offering training/skill development and addressing other training issues, DPU expects to overcome these obstacles successfully.

DPU Business Goals and Objectives have been established, and strategies to accomplish objectives have been defined for each goal. In addition, several projects to design and/or implement new business processes, systems, techniques, and technologies are underway or planned. It is anticipated that these projects will create a need to evaluate and renew the skill levels of the workforce so they are able to respond to the business needs of customers in the present and long term. Equally important is the need to assess and augment the skills of the staff that will be responsible for ensuring the business continues to operate effectively. This training program is expected to support the successful accomplishment of multiple strategic objectives and projects. (See Appendix B for DPU Business Goals and Objectives).

The following is the proposed schedule of the anticipated qualification dates. DPU reserves the right to modify the schedule, as needed, based on foreseen or unforeseen events.

July 26, 2013

RFP Posted to Internet and Firms notified

August 12, 2013

Pre-proposal Conference (Optional)

A pre-proposal conference will be held on August 12, 2013 at 2:30 P.M. in the Auditorium of the Carl B. Stokes Public Utilities Building, 1201 Lakeside Avenue, Cleveland, Ohio 44114. At or before the conference interested parties may submit or ask questions pertaining to this Request for Proposals (RFP) and the services desired. For reasons of security, those planning to attend the pre-proposal conference must register by 4:00 P.M. on Friday, August 9, 2013 by calling (216) 664-2444 extension 5673 or by email to ariana_glaspie@clevelandwater.com. When registering, it will be necessary to provide the names of all attendees. All attendees

must bring a photo I.D. Prospective proposers are encouraged to attend the conference although attendance is not mandatory.

August 23, 2013

Deadline to submit Intent to Propose form

The "Intent to Propose" form should be signed, scanned, and emailed to simon_mastroianni@clevelandwater.com. The original copy should be mailed to Simon Mastroianni at the address below and postmarked by August 23, 2013. Failure to submit the statement disqualifies any future response for this RFP from that firm. Submitting Intent to Propose form does not bind anyone to respond with a proposal.

September 6, 2013

Last day to receive questions from Proposers

All questions should be directed to:

Simon Mastroianni
Department of Public Utilities
1201 Lakeside Avenue
Cleveland, Ohio 44114
simon_mastroianni@clevelandwater.com

All questions must be submitted via email or fax to (216) 664-7995. The answers to all questions received by this date will be answered and distributed via email as an addendum to all proposers who have submitted Intent to Propose statement. For the period bound by the receipt of proposal until final notification, no additional questions will be entertained.

September 20, 2013

Proposals due by 4:00 P.M. EST. Late submittals will not be accepted.

Each firm shall submit eleven (11) complete proposals that would include the Technical Proposal and the Fee Proposal, consisting of one (1) original of each (unbound), ten (10) duplicates of each (unbound), and an electronic copy on CD ROM or flash drive in MS Word format document file , to the City no later than September 20, 2013 4:00 P.M. EST. The Fee Proposal should be placed in a separate envelope marked "Fee Proposal" on the outside. **Electronic submissions will not be accepted. No proposals will be accepted after that time unless the City extends the deadline by a written addendum.** All materials are to be enclosed in an envelope clearly marked "Industry Specific Training Services Proposal" and submitted to:

Simon Mastroianni
Department of Public Utilities
1201 Lakeside Avenue
Cleveland, Ohio 44114

- October 4, 2013 **Notify short-listed firms, schedule presentations at DPU.**
- October 14, 2013 **Presentation Week – Short listed firms will be asked to present during this week.**
- Presentations will take place on Tuesday, October 15, 2013, Wednesday, October 16, 2013, and Thursday, October 17, 2013.
- October 25, 2013 **DPU notifies selected Consultant once approved by the Board of Control.**
- November 8, 2013 **Contract negotiations.**
- November 22, 2013 **Finish contract.**

DPU may make follow-up calls to short listed Consultants for clarifications any time during the evaluation period from October 1, 2013 through October 25, 2013.

2 SCOPE OF SERVICES

General

DPU is seeking professional services for executing a comprehensive program for providing Industry Specific Training Services, that includes general, remedial, developmental, and technical training to DPU staff, as well as providing other related services. These services will be obtained by employing the expertise of **multiple training vendors** that are and must be approved by DPU. A Proposer may apply for **all** or a **specific category (ies)** of the services that are to be provided. DPU expects that the training needs of employees will be addressed not only in the training sessions, but also in training manuals, or other online and offline resources that are to be made available during and after the courses each employee attends. In addition, training is expected to be delivered locally with practice areas secured as appropriate. The exception would apply to select courses required for certification. The Consultant may secure agreements (e.g., sub-contracts, joint ventures, etc.) with **multiple vendors** with the experience and ability to manage and monitor all contracted training activities; provide ongoing evaluation of training effectiveness; and develop and execute a knowledge transfer plan that will enable DPU staff to assume management responsibilities for the general, remedial, developmental, and technical training program by the end of the contract term. All secured agreements must have the approval of DPU.

The City will reserve the right to set the training schedule in accordance with its requirements for staffing and certification. The Consultant accepts and understands that no right of first refusal for training courses is created or implied under the proposed agreement with the City.

It is expected that the consulting services will include, but not limited to, expertise in the areas of leadership and executive coaching, workplace climate assessment, employment and workforce development, and other areas as defined by DPU. The Consultant will provide documentation of each training vendor's ability to satisfy the service requirements outlined in detail in Section 2 of this RFP for courses and other services they are engaged to offer. The Consultant must have strong connections in working with partners/subconsultants and has a plan to ensure that partners/subconsultants are held accountable for their responsibilities with program delivery.

DPU and the City value the talent of the citizens of Greater Cleveland. Furthermore, they support, where possible and practical, organizations with a local presence and local office that support the regional economy. DPU highly encourages the use of local resources where possible.

Specific Services

PROGRAM MANAGEMENT SERVICES

The Consultant shall be responsible for Program Management. This will include integrating with other initiatives currently underway at DPU. DPU views Program Management as the full range of activities required for this program.

The Program Manager shall be a full time employee of the Consultant. Program Management Services shall include, but are not limited to coordination, monitoring, QA/QC, and risk mitigation of the planned activities during the execution of the work and the production of reports. The Program Manager shall provide management and related services to coordinate the work. All activities are to be in accordance with the schedule finally negotiated with the Program Manager before Notice to Proceed. It is expected that the Consultant will follow generally accepted program management

practices and understands that all Program Management services will be only performed by the Consultant and not another unapproved service provider. Program Management Fees and administrative fees are included in the total amount of the contract award. It should be noted that the Program Management hourly rate should be within the range of what is concurrent with salaries of that same position in Cleveland, Ohio. The approximate range for that position is from \$36.00 to \$61.00 per hour. Consultant Program Management Responsibilities include:

- Provide appropriate training service providers (that must be approved by DPU) and secure any agreements necessary to implement the full range of program training activities based on needed competencies for the program
- Provide resumes to DPU for all Consultant and subconsultant staff. DPU will have final approval on all potential program staff and replacements. (Resumes must be submitted with the proposal)
- Assume responsibility for all work of approved subconsultants
- Coordinate subconsultants schedule with Master training schedule
- Develop a detailed work plan for the implementation of the comprehensive training program for DPU staff
- Work with DPU to finalize the training program plan, and obtain approval for implementation
- Implement the approved plan and provide program oversight
- Provide program start-up and closeout
- Develop measures to determine success of program
- Provide quarterly detailed status reports that outline a description of the services performed that coincide with service hours
- Make periodic status presentations
- Provide a written quantitative analysis report and metrics from program data that is tied to business objectives
- Document findings and produce deliverables
- Provide attendance sheets for all courses
- In the case of employees certifications and licensures, ensure that all paperwork is complete and submitted to the governing authority in a timely manner with proper documentation and valid proof of the same
- Present program findings to the program team and steering committee
- Provide a dedicated point person
- Conduct all activities in accordance with the negotiated schedule
- Conduct research with DPU staff, customers, and other stakeholders as needed
- Attend meetings arranged by DPU utilizing only necessary Consultant staff
- Identify and mitigate risks
- Develop detailed process flows for new processes and maintain the process flows through the life of the program
- Review all documentation and program deliverables in a timely manner
- Amend documents and deliverables based on feedback from DPU
- Obtain sign-off from DPU on all program deliverables
- Conduct ongoing program evaluations and provide quarterly written reports on the same
- Engage in knowledge transfer activities sufficient to facilitate the transition of technology training program management responsibilities to DPU staff at a to-be-determined future time
- Prepare a complete detailed itemized report on billable hours and the work/task completed for those billable hours not to exceed 35 billable hours per month for Program Management
- Consultant has strong connections in working with partners/sub consultants and has a plan to ensure that partners/sub consultants are held accountable for their responsibilities with program delivery

DPU expects Consultants to engage in administrative practices that reflect professional accuracy and quality when providing training services, completing and submitting forms and applications on behalf of the department, and in all matters relating to the approved contract. Where it applies, the Consultant must ensure that employee's licensure and certification applications must be completed and submitted to the certifying entity in a timely manner. The Consultant must agree to adhere to the training timetable and provide courses on the scheduled dates. All schedule changes must be approved by the department in advance.

DEVELOP WORK PLAN

The Work Plan will outline all activities needed, associated time frames/schedule, and coordination/interdependencies of all components of this program for its completion. A proposed schedule should be presented in Gantt chart form. For purposes of formulating this schedule, the prospective Consultant should assume they will be under contract and given a notice to proceed on December 1, 2013.

TRAINING SERVICE REQUIREMENTS

Since these services will be obtained by employing the expertise of **multiple training vendors**, a Proposer may apply for **all** or a **specific category(ies)** of the services that are to be provided and the name of the service provider. The preferred method of documentation for this section is a narrative that describes each category, course, the name of the provider/subject matter expert, and other pertinent information; along with a table that identifies the category, course, and provider. It is suggested that the table below be used as a template that reflects the following:

| INDUSTRY SPECIFIC TRAINING | PROVIDER |
|--|------------------|
| Category: Electrical Regulation and Licensure | |
| Name of Course | XYZ Organization |
| Name of Course | XYZ Organization |
| Name of Course | XYZ Organization |
| | |
| | |

| INDUSTRY SPECIFIC TRAINING | PROVIDER |
|---|-----------------|
| Category: Water Industry Certification and Licensure | |
| Name of Course | ABC Firm |
| Name of Course | ABC Firm |
| Name of Course | ABC Firm |
| | |
| | |

Proposer must specifically identify the category of training services to be delivered according to the captions/categories in this section. The selected consultant, which works with subconsultants, will be recognized as the Prime Consultant responsible for delivering training and other related services listed with approval. The Prime Consultant may engage a subconsultant(s) to instruct a specific course(s); however, it is the Prime Consultant's responsibility for holding the subconsultant accountable for their performance with program delivery. Consultants engaging the services of sub-consultants must complete the appropriate forms that are contained within Appendix E of the RFP. In addition, it is expected that the consulting services will include, but not limited to, expertise in the areas of leadership and executive coaching, workplace climate assessment, employment and workforce

development, and other areas as defined by DPU. Should DPU request training or services unlisted, the selected consultant will be expected to provide a cost estimate for providing such training or service for DPU's consideration and approval.

The list below reflects the categories that the awards will be granted. The underlined captions are areas or divisions that have employees who may be the recipients of the training. Each category may not be all inclusive; however, additional courses may be requested for related services and corresponding subject matter. The approximate contractual value listed next to each category, is for a **two year period**, and is **inclusive** of all Program Management and administrative fees.

ELECTRICAL REGULATION AND LICENSURE \$ 65,000

CPP

- CPP operational training needs include, but may not be limited to:
 - Electrical Procedures and Licensure
 - Underground Distribution System Design
 - Overhead Distribution System Design
 - NERC Certification Training
 - FERC Certification Training
 - Relaying
 - Protective Systems
 - National Electric Code
 - National Electric Safety Code

WATER, WASTE WATER, AND ELECTRICAL INDUSTRY TRAINING \$110,000

CWD, CPP, WPC

- SCADA
- SCADA instrumentation installation and troubleshooting
 - Pipe Repair
 - Backflow prevention
 - PCCS
 - Instrumentation
 - Plumbers Line Installer Training
 - Plumbers: Mechanical Joining – Requalification: Plastic Pipe
- WPC operational training includes, but may not be limited to:
 - Pump types & designs
 - Performance curves
 - System curves
 - Parallel & series pumping
 - Cavitation's
 - Priming & submergence
 - Efficiency & power draw
 - Packing & mechanical seal
 - Bearings & lubrication
 - Trouble shooting

WATER INDUSTRY CERTIFICATION AND LICENSURE \$55,000

CWD, WPC

- Map and Blueprint Reading (Contractor must also be able to provide this course for CPP electrical employees)
- Waste Water Collection Systems Operator Certification
- Water Distribution Operator Certification

- Water Plant Operator Training and Licensure
 - Pre-Assessment Math Module (pre-requisite) for Basic Water Treatment Course
 - Basic Water Treatment Course (including exam and application fees)
 - Advanced Water Treatment Course (including exam and application fees)

FACILITIES TRAINING \$60,040

CWD, CPP, WPC

- Division of Water training needs include but may not be limited to:
 - HAZWOPER 8 hour
 - HAZWOPER 40 hour
 - Asbestos Project Designer
 - Asbestos Refresher
 - Asbestos Inspector/Management Planner
 - Asbestos Contractor Supervisor

DPU SAFETY \$20,000

CWD, CPP, WPC

- First Aid/AED/CPR (combined course)

MAINTENANCE \$4,960

CWD, CPP, WPC

- Basic Industrial Maintenance

DPU shall not be responsible for any costs incurred in relation to preparation of the proposal, or in relation to any opportunities for interview. Proposers are advised that no additional services that are outside the Scope of Services outlined within this RFP are to be performed without the prior written consent of DPU.

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to reissue or to proceed to obtain the service(s) desired otherwise at any time or in any manner considered in the City's best interests. The Director may, at his/her discretion, modify or amend any provision of this notice or the RFP.

RELATED SERVICES

- Design, develop, and deliver performance-based and customized training courses as needed in accordance with DPU's accepted methodology.
- Evaluate/assess, identify, and satisfy training needs whenever the organization takes on a new endeavor requiring new or upgrade of current skills.
- Provision of degree, licensure, certification, and continuing education directly related to job.

- Procure training on DPU's behalf, with DPU's approval, if the training is not a part of the vendor's services.
- Knowledge Transfer
- Assess and measure effectiveness of training.
- Provide training resources as needed (i.e. for special projects, to supplement current training staff, leadership and executive coaching, workplace climate assessments, employment and workforce development, etc.)

POSTPONEMENT AND CANCELLATION POLICY

Consultant shall endeavor to accept the recommendations of DPU regarding third party training programs. DPU will have final decision on the use of sub consultants. Consultant may not discontinue the use of an approved subconsultant without first obtaining the written consent of the City expressed by resolution of its Board of Control. In addition, a Consultant may not add a subconsultant without written consent and approval of the City by resolution of its Board of Control. DPU has the right to cancel any class with at least three (3) business days' notice to Consultant. In the event that DPU cancels a class within three (3) business days, Consultant shall cancel the class at no charge to DPU.

A minimum number of participants for each course will be agreed upon between DPU and the Consultant. Three (3) business days prior to the start of a course, DPU will contact said Consultant to advise the status of having met the minimum requirement. If DPU requests to proceed without meeting the minimum, Consultant will determine if the class is feasible to conduct. If less than the minimum is accepted by Consultant, DPU will pay for the number of registrants. If DPU does not contact Consultant three (3) days in advance of the start of a class, Consultant shall consider the class cancelled at no charge to DPU.

OPTIONAL RELATED SERVICES

Should the divisions within DPU identify a specific training need during the course of this contract whose scope has not already been stipulated, the division will identify the subject to be covered, approximate number of employees to be trained, target time frame, identify a preferred vendor when possible, and any other pertinent details. The division will submit the information to the designee for DPU who will submit this information to the Consultant. The Consultant will be expected to provide a proposal or quotation within ten (10) business days of receiving the training need. Upon review of proposal/quotation, the division will decide if it wishes to engage in these services and if so will release to the vendor a services confirmation which must be approved and signed by the Director or his designated representative in the division.

3 PROGRAM SCHEDULE AND DELIVERABLES

The selected Consultant will provide DPU with a series of complete detailed reports of all of its findings inclusive of color graphs, charts, as well as provide a written quantitative analysis report and metrics obtained from program data as needed; in regard to the progress of the program and all issues identified in the Scope of Services. The metrics should be quantified quarterly and be measurable according to the departmental business goals and objectives. The selected Consultant may also be required to make several presentations of its findings and results to various City governmental entities, including DPU, the City administration, Cleveland City Council and various

other forums as required. The detailed final reports should provide complete, narrative descriptions of progress and all of the issues identified. The reports should also contain detailed cost versus benefit analyses concerning services for each category listed, as well as an overall cost versus benefit analysis of the program. A total of no more than 15 hard copies of each of the selected Consultant's final detailed reports will be needed for DPU's purposes as well as a soft copy on CD-ROM or flash drive.

Prior to submitting detailed reports in final form, the selected Consultant will be required to submit its reports in draft form to the Management Staff of DPU for review and approval. The Management Staff may suggest subsequent revisions and/or alternatives to be studied. The selected Consultant will be required to make every reasonable effort to accommodate the recommendations made by the Management Staff and to address the issues raised as a result of this review process. The City reserves the right to add related services as needed. The deliverable acceptance process will be explained in more detail in the Statement of Work negotiated with the selected Consultant. In addition to the above, the Consultant will be expected to regularly submit attendance sheets, as a form of documentation of employees' attendance for processing of payment. It is the policy of the department that all employees registered for training is actually accounted for as attending. Employees not attending training or "ghost employees" will not be processed for payment in accordance to departmental fiscal and auditing policies prohibiting such action.

4 PROPOSAL REQUIREMENTS

Submission of Proposal

Each Proposer shall submit its proposal in the number, form, and manner, and by the date and time and at the location required in the section, **Introduction and Background Information** above.

Each Proposer shall provide all information requested in the Request for Proposal. The Proposer must organize its proposal package to address each of the elements in this RFP in the Proposal Contents Section. The Proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.

The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-re-usable materials. Materials should be in a format permitting easy removal and recycling of paper. A proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.

If you find discrepancies or omissions in this RFP or if the intended meaning of any part of this RFP is unclear or in doubt, send a written request for clarification or interpretation to Simon Mastroianni, Department of Public Utilities, 1201 Lakeside Avenue, Cleveland, Ohio 44114 no later than Friday, September 6, 2013. Requests for clarification or interpretation may be submitted via e-mail to simon_mastroianni@clevelandwater.com

The City's Rights and Requirements

The Director, at his sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.

Proposals received in response to this RFP will be reviewed and evaluated by DPU. The Consultant(s) whose proposal is found to be the most advantageous and cost-effective to DPU will be offered the opportunity to enter into an Agreement. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described in this RFP and with the proposal submitted by the consultant(s) whose proposal is found to be the most advantageous and cost-effective to DPU.

DPU reserves the right to evaluate proposals based upon any criteria that it determines is relevant to the successful implementation of the proposed training program. Several criteria may be used to evaluate these proposals. The following is a listing of many of these criteria. They are not necessarily listed in order of importance or all-inclusive.

- Level of Services to be Provided — Provide evidence of a clear understanding of the scope of services; comprehensiveness of the respondent's approach; how well the proposed services satisfy DPU's requirements; content and completeness of submitted proposal.
 - Evidence of a clear understanding of the Consultant requirements and their ability to meet those requirements
 - Program approach
 - Program Team Organization and Qualifications — Proposed team and level of involvement; proposed team experience; proposed oversight structure, level of technical competency.
 - Organization Experience and References — Respondent's stability and experience in managing large-scale training initiatives; experience working with large organizations; experience working with municipal government agencies; references provided.
 - Fees Requested — The fees and price proposed by the Proposer. The fees and costing options proposed by the proposer shall include but not be limited to:
 - Cost for customizations
 - Minimum class size per course
 - Maximum class size per course
 - Cost of modifications
 - Cost for developing technical courses and other disciplines;
 - Cost for self-study and on-line materials
 - Cost/hour for consultant to develop our program.
 - Cost for submitting application for various trainings to count toward continuing education
 - CSB Participation — Effort to comply with City goals of 10%
 - Proposal compliance — Intent to Propose form completed and returned; proposal checklist completed and returned with proposal; compliance with all forms and submissions to the City.
- DPU will reject incomplete proposals.**

- Use of local resources and a local presence
- Accreditation of instructors

The Fee Proposal will identify current courses and will be based upon current and anticipated courses researched. The price of all courses will be based upon the average market rate which will include the processing fee.

Proposal as a Public Record

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

Cleveland Area Business Code

Requirements

During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

Failure to Comply

When determining the contractor's future eligibility for a City contract, the City shall consider a contractor's failure to comply with the representations of its proposal and the requirements under the Code as a failure to faithfully perform a contract.

- Under the Cleveland Area Business Code, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB subconsultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.
- The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the Cleveland Area Business Code - Notice to Bidders and Schedules. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified subconsultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal
- Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at <http://www.city.cleveland.oh.us>. On the home page, select "Office of Equal Opportunity" from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for "CSB/MBE/FBE Registry".
- Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.
- The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.
- The Cleveland Area Business Code, any Regulations promulgated under the Code, and the OEO Notice to Bidders & Schedules are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

- The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a “contractor” in the following Equal Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.
- Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor’s recruitment, selection, and advancement processes.

Term of Proposal’s Effectiveness

By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 180 calendar days after the proposal submission deadline (the “Proposal Expiration Date”).

Execution of a Contract

The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

“Short-Listing”

The City reserves the right to select a limited number (a “short list”) of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Proposers selected for oral presentations in writing.

DPU will review, rate and rank each proposal response to establish a list of finalists for further review and consideration. Proposing respondents selected as finalists may be required to provide additional detail or clarification of their proposal. Following the detailed review of the proposals, DPU may conduct interviews with respondents whose proposal is superior to the other respondents. DPU has the right to accept or reject any proposal, either in whole or in part. In addition, DPU reserves the right to negotiate the contract to include any portion(s) of the proposal.

Proposer’s Familiarity with RFP; Responsibility for Proposal

By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

Interpretation

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

5 QUALIFICATIONS FOR PROPOSAL

Requirements

Each Proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a proposal. If Proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Proposer must:

- Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City.
- Provide evidence of continuous years of experience in performing the deliverables outlined in this RFP.
- Possess or demonstrate it qualifies for all applicable licenses, certificates, permits, or other authorizations required by any governmental authority, including the City, having jurisdiction over the operations of the Successful Proposer and the proposed services.
- Submit with its proposal at least three (3) written, verifiable, references dated within the last three months from clients for which the Proposer has rendered services substantially similar to those sought by this RFP, and recommending Proposer for selection for such services.

DPU reserves the right to accept or reject any proposal, either in whole or in part. In addition, DPU reserves the right to negotiate the contract to include any portion(s) of the proposal. All services required for the execution of this program must be included in the proposal. Optional services that the respondent feels would enhance the overall program may be included, but must be noted clearly as such within the body of the proposal and within the respondent's fee proposal.

Insurance

The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract. In addition:

- The Successful Firm shall, at its expense and at all times during the performance of services, maintain comprehensive general and professional liability insurance. The policy shall be with companies authorized to do business in the State of Ohio and rated "A" or above by A.M. Best company or its equivalent. The comprehensive general liability insurance policy shall (a) be occurrence type; (b) name the City as an additional insured; (c) have limits of not less than a combined single limit of \$1,000,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate; (d) be primary with respect to Successful Firm's general liability, notwithstanding any other insurance covering the City; and (e) if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
- The Successful Firm shall, at its expense and at all times during the performance of services, have workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
- The Successful Firm shall, at its expense and at all times during the performance of services, have statutory unemployment insurance protection for all of its employees.
- The Successful Firm shall, at its expense and at all times during the performance of services, have such other insurance coverage(s) as the City may reasonably require.

6 PROPOSAL CONTENTS

Each proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized so as to facilitate its evaluation of the statements of qualifications with a maximum of 50 pages (unbound).

Cover Letter

The cover letter shall identify and introduce the Proposer and provide other general information about Proposer's business organization including, at least, in one or more attachments or in the Proposal, Proposer's name, principal address, federal ID number, telephone and facsimile numbers, and e-mail address.

- The letter should identify if the Proposer is submitting for **all** or a **specific category (ies)** of services to be delivered.
- If the Proposer is a corporation, provide the state of incorporation, and the full name, title, and experience of each high level corporate officer. If the Proposer is not an Ohio corporation, please state whether or not the Proposer is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation must provide evidence, prior to execution of a contract, that is qualified to do business in the State of Ohio or it must register with the Ohio Secretary of State.
- If the Proposer is a sole proprietorship, state the name of the proprietor doing business.
- If a partnership, state the full name, address and other occupation, if any of each partner; whether the partner is active or dormant; whether each partner is a general or limited partner; each partner's experience and the appropriate share of the business owned by each partner. If the Proposer is not an Ohio partnership, a statement advising whether or not the Proposer is qualified to do business in the State of Ohio as a foreign Partnership. A foreign partnership will be required to qualify to do business in the State of Ohio prior to the execution of a contract.
- If a joint venture, state the name of each firm participating in the joint venture and each principal officer of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner. If the Proposer is not an Ohio joint venture, a statement advising whether or not the Proposer is qualified to do business in the State of Ohio as a foreign joint venture. A foreign joint venture will be required to qualify to do business in the State of Ohio prior to the execution of a contract.

Executive Summary

The Executive Summary should provide a complete, clear, and concise summary of Proposer's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The Executive Summary should make the firm's case as the best candidate for the contract. The Proposer should organize this section so it can serve as a stand-alone summary apart from the other sections of the proposal.

Exceptions

Proposer shall itemize any exceptions it has to the RFP. If it has no exceptions to or deviations from any part of this RFP, it shall so state on an "Exceptions" page. If no deviations or exceptions are identified, Proposer understands that if the City accepts the Proposer's proposal, it must comply with and conform to all of the requirements of the RFP.

Qualifications

The qualifications statement is an opportunity for each Proposer to detail its qualifications, experience and what defines the Proposer and the rest of the team, and how its services and/or products are unique and best suited to meet the requirements and intent of this RFP. Proposer must show proof of at least five (5) years of related experience. Proposer may include as much information as needed to differentiate its services and product(s) from other Proposers. At a minimum, please include the following information:

- Clearly communicate how you meet or exceed the minimum qualifications.

- A description of the nature of the firm's experience in providing the service(s) and/or product(s) sought by this RFP and state the number of persons currently employed for such purpose;
- The total number of such engagements and the clients comparable to the City for which the firm has provided like or similar services within the last five (5) years;
- The name, location, and date of all Proposer's agreements for like services that have been terminated, canceled, or suspended prior to completion of the engagement or expiration of the full term within the past five (5) years, and any judgment terminating, or any pending lawsuits or unresolved claims or disputes for damages or termination of such agreements within the past five (5) years; and
- The names and addresses of at least three (3) references for the firm's professional capabilities. Include the name, e-mail address, and telephone number of a contact person.

Proposed Services

Proposer shall describe in detail how Proposer's management and operating plan for delivery of the services for the engagement or program will achieve the intent and goal(s) of the RFP. In its response to this sub-section, Proposer shall provide or describe:

- An organizational chart specific for the proposes engagement or program;
- Resumes of key management personnel;
- An operational plan describing in detail how Proposer will achieve the intent and purpose(s) of the engagement or program;
- If applicable, a detailed description of the professional services/training to be provided;
- Trouble shooting/follow-up protocols;
- Program management tools to be used in implementation;

Description of Completed Program

Proposer shall submit a detailed description of the engagement or program, as completed, if applicable.

Environmental Sustainability

Sustainable Cleveland 2019 is a 10-year initiative that engages people from all walks of life, working together to design and develop a thriving and resilient Cleveland region that leverages its wealth of assets to build economic, social and environmental well-being for all. Describe how the proposed services/program/solution incorporates environmental sustainability as in accord with the Mayor's Initiative for Sustainability; and in the preparation of this document as outlined in Section 4 of this RFP.

Fee Proposal

Proposer should submit its fee proposal for all its services in a **separately sealed envelope** clearly marked "Fee Proposal" on the outside and must include one (1) original signed (unbound), ten (10) duplicates (unbound), one (1) CD-ROM or flash drive in MS Word format document file. This will not be counted towards the 50 page maximum of the technical proposal. Itemize the fee by program phase or other divisible unit completed, in dollars and percentage, or by deliverable. Proposer shall provide its best estimate of expenses including, but not limited to, travel and associated expenses according to the City's Travel Policy (See Appendix C). Those expenses must be preapproved by DPU. No qualification of the financial offer will be accepted, i.e. conditional prices will not be

considered. Specify the hourly rates for staff you anticipate will be assigned, minimum class sizes, administrative costs, if applicable, etc. If the Proposer is engaging subconsultants, for a portion of the service delivery, the Proposer will be known as the Prime Consultant. DPU expects transparency and therefore must be informed of the cost for training conducted by any approved subconsultant. All subconsultants should be listed on the appropriate Schedule forms, included in the proposal, and must be approved by the City's Board of Control. The Consultant shall not bill DPU in excess of the market rate or in excess of the retail amount.

The contents of the Fee Proposal should include a spreadsheet/table that list the type of the training provided, the names of courses, and the number of hours/time for each course, and cost per student. The fees and costing options proposed by the respondent shall include:

- Category of training
- Name of the course
- Number of hours
- Cost of course per student that would include:
 - Cost of materials
 - Cost for developing the course
 - Cost for submitting application for various trainings to count toward continuing education, certification, and/or recertification, if applicable
 - Cost for self-study and on-line materials
 - Cost of modifications
 - Cost for developing technical course(s) and other disciplines
- Minimum class size per course
- Maximum class size per course
- Cost of customizations
- Any and all fees associated with license and/or certification

For courses that include employee certifications and licensure, the Consultant will be responsible for submitting all of the required documents to the certifying agency on time and in accordance to the policies, timelines, and specifications as required by the agency. In addition, the Consultant will notify the DPU point of contact of employee test results and scores as soon as the certifying agency makes them available.

The Fee Proposal should include a narrative that lists, clarifies, and/or describes each training course that is to be provided, the method of delivery, and timelines. The Fee Proposal should also include the hourly rate for Program Management. It is expected that the consulting services will include, but not limited to, expertise in the areas of leadership and executive coaching, workplace climate assessment, job and competency analysis, employment and workforce development, and other areas as defined by DPU. In Appendix F you will find sample formats that may be used for the documentation of your Fee Proposal information, course list(s) and description(s), and the narrative that documents Proposers ability to satisfy all service requirements.

The Consultant will provide documentation of their ability to satisfy the service requirements outlined in detail in Section 2 of this RFP for courses and other services they are engaged to offer. Templates have been provided that you may use to capture the information for the Fee Proposal, course list, and narrative. The Prime Consultant must have strong connections in working with partners/subconsultants and has a plan to ensure that partners/subconsultants are held accountable for their responsibilities with program delivery.

A minimum number of participants for each course will be agreed upon between DPU and the Consultant. Three (3) business days prior to the start of a course, DPU will contact said Consultant to advise the status of having met the minimum requirement. If DPU requests to proceed without meeting the minimum, Consultant will determine if the class is feasible to conduct. If less than the minimum is accepted by Consultant, DPU will pay for the number of actual attendees. If DPU does not contact Consultant three (3) days in advance of the start of a class, Consultant shall consider the class cancelled at no charge to DPU. The Prime Consultant cannot charge an administrative fee for services **not delivered** by a subconsultant. The Prime Consultant will not charge more than 15%, of the total cost charged by the subconsultant, for administrative costs, and in no event shall the Prime Consultant bill DPU administrative fees in excess of \$1200.00 per course. The fee proposal shall be a firm and final amount including the costs and expenses for all anticipated services.

Program Management Fees must be included in the Fee Proposal, should not exceed 35 billable hours per month, and will be subject to approval by DPU. Administrative fees/costs can only be charged by the Prime Consultant and done so in relation to doing business with a subconsultant. All invoices, containing administration fees, must be itemized and show the actual cost the subconsultant is charging for the course/service and the 15% administration fee as two separate line items. Administrative fees cannot be comingled with Program Management Fees and the Program Manager shall be a full-time employee of the Consultant.

DPU is a government entity and, as such, consideration should be given in the pricing of courses provided. All prices listed in the Fee Proposal should reflect the least possible amount for the delivery of services. Proposer shall not bill DPU for subconsultants in excess of the retail amount (market rate) charged by the subcontractor for their service. The market rate means the amount that the subcontractor charges to all general customers for the same service. Consultant will be expected to timely submit attendance sheets, as a form of documentation of employees' attendance for processing of payment. It is the policy of the department that all employees registered for training are actually accounted for as attending. Employees not attending training or "ghost employees" will not be processed for payment in accordance with departmental fiscal and auditing policies prohibiting such action.

Payments will be processed only for services performed and/or actual classes taught, with no payment requests being honored for services not performed, any class negotiated but not taught, or any class scheduled but cancelled due to insufficient enrollment or for any other reason. Fees will only be paid for students that have actually attended the course and signed the attendance roster. Fees will be paid only for services actually provided, not for any service proposed but not provided. The City will reserve the right to set the training schedule in accordance with its requirements for staffing and certification. The Consultant accepts and understands that no right of first refusal for training courses is created or implied under the proposed agreement with the City. **DPU reserves the right to reject incomplete proposals.**

Financial Information

The Proposer shall include the following financial information (will be requested of short listed Proposers only):

- Balance sheet and income statement for the last two (2) fiscal years, audited statements preferred, prepared in accordance with generally accepted accounting principles, consistently applied reflecting the current financial condition of the Proposer as of and for the dates thereof and interim financial statements from the date of the last statement to the date of the proposal. If a publicly held corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last twelve (12) months. Owners of closely held corporations must submit a personal financial statement, current within three (3) months from date of submittal;
- Ownership structure of the Proposer (If the Proposer is a corporation and the outstanding stock of said corporation is held by fewer than ten (10) individuals, the name and residence address of each stockholder and his/her shares of outstanding stock must be listed.); and
- If the Proposer has three (3) to five (5) years in business they should submit three (3) bank references and three (3) trade references.
- If the Proposer has five (5) or more years in business they should submit one (1) bank reference and three (3) trade references.

Proposers Affidavit

Proposer shall submit with its proposal an affidavit stating that neither it nor its agents, nor any other party acting for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract proposed to result from its proposal, and further agreeing that no such money or reward will be paid. To assure professional integrity in all matters DPU must have disclosure of all possible conflicts of interests. Conflicts of interest may exist when a consultant or subconsultant has an interest or relationship with an entity that could be perceived as influencing the contractor's or subconsultant's activities, decisions, or business transactions for DPU. DPU maintains the highest degree of integrity and fiscal responsibility; therefore, personal or institutional interests, by a contractor or sub-contractor, which may involve potential legal or compliance issues that may negatively impact DPU, will be referred to the City's Department of Law for investigation.

Additional Required Documents

Proposer shall include any information you would like to submit to support your Proposal. Proposers shall complete, execute, and return with its proposal the following documents, blank copies of which are attached to this RFP:

- The Office of Equal Opportunity Notice to Bidders and Schedules
- Non-Competitive Bid Contract Statement for 2013
- Federal Form W-9 including Taxpayer Identification Number
- Northern Ireland Fair Employment Practices Disclosure
- Subcontractor Addition and Substitution Policy (not a required document)

These documents must be submitted as part of the Fee Proposal, not the Technical Proposal.

7 PROPOSAL EVALUATION: SELECTION CRITERIA

Evaluation Methodology

The City department/division issuing this RFP will evaluate each proposal submitted. Following the detailed review of the proposals, DPU may conduct interviews with respondents whose proposal is superior to the other respondents. DPU may also conduct reference calls with reference provided in the proposals. These interviews will factor into the determination of which proposal will best serve the interests of DPU. DPU has the right to accept or reject any proposal, either in whole or in part. In addition, DPU reserves the right to negotiate the contract to include any portion(s) of the proposal. The department will present its recommendations to the City Board of Control ("Board"). The Board may, but shall not be obligated to, entertain formal presentations. The Board may approve one or more contracts to one or more firms. The City will only consider proposals that are received on or before the proposal submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a "best and final offer" from Proposers meeting the minimum requirements.

Scoring of the Proposals

The City will score each Proposal in each of the following categories:

- Experience and Staff
- Program Management Plan
- Proposed Services
- Sustainability
- Schedule/Timeline
- Cleveland Small Business Participation (CSB)

The ratings are not intended or to be interpreted as a reflection of a Proposer's professional abilities. Instead, they reflect the City's best attempt to quantify each Proposer's ability to provide the services sought by the City and to meet the specific requirements of this RFP, for comparison purposes.

Disqualification of a Proposer/Proposal

The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.



City of Cleveland

Frank G. Jackson, Mayor

Department of Public Utilities
1201 Lakeside Avenue
Cleveland, Ohio 44114-1175
(216) 664-2444

**Department of Public Utilities
Intent to Propose**

For

Industry Specific Training Services

It is the intention of _____ to submit a proposal, for General Training Services, with the Department of Public Utilities. We accept the terms, conditions, and the guidelines set within the proposal. We agree that our proposal will be submitted no later than 4:00 PM, EST, on Friday, September 20, 2013. We also understand that proposal submissions must be in accordance with the guidelines specified within the proposal and late submissions will not be accepted.

SIGNED:

Signature

Printed Name (Please print clearly)

Title

Date

Appendices

- A DPU Organizational Chart
- B DPU Business Goals, Objectives, and Training Code
- C City of Cleveland's Reimbursable Policy
- D Proposer Background Information Template
- E Required City Forms
 1. Cleveland Area Business Code - Notice to Bidders & Schedules
 2. Non-Competitive Bid Contract Statement 2013
 3. W-9 Form
 4. Supplemental Notice to Bidders - Northern Ireland Fair Employment Practices Disclosure
- F Fee Proposal
 1. Sample Fee Proposal Form
 2. Sample Course Description Form
- G Proposal Checklist

Appendix A

DPU ORGANIZATIONAL CHART

Director of Public Utilities
(P. Bender)

Asst. Director
(O. Shaw)

Chief of HR
(B. Grier)

CFO
(F. Badalamenti)

CIO
(J. Badillo --
INTERIM)

Chief of Public
Affairs
(J. Wood)

Commissioner, CWD
(A. Margevicius --
INTERIM)

Commissioner, WPC
(R. Zaghaib)

Commissioner, CPP
(I. Henderson)

Radio
Communication

Safety and Security

Meter Services

Call Center

Billing Services
Manager

CWD Collections

CAMG

SOP/BIM

Business Analysts

Training

Personnel

Classifications and
Compensation

Labor Relations

Recruitment

Budget and
Purchasing Process

General Accounting

Systems

Contract Compliance

Standards

Infrastructure

Web Master

Telecommunications

IT Security

Application Support

Marketing

Communications

Planning

Gov't Affairs

Dep. Comm. --
Operations

Dep. Comm. --
Engineering

Dep. Comm.

Administrator of
Engineering

Dep. Comm.

Dep. Comm. --
Customer Care

Asst. Comm. --
Operations

Asst. Comm. --
Engineering

Asst. Comm. -- Sales
and Marketing

Asst. Comm. -- HR

Asst. Comm. -- IT

Chief of Streetlighting

Appendix B

DPU BUSINESS GOALS, OBJECTIVES, AND TRAINING CODE

The Department of Public Utilities Goals/Priorities are in line with the goals that were established by Mayor Jackson and they are:

Customer Service

Quality Service

Efficiency through Technology

Maintain Financial Stability

Foster Teamwork

The Director has developed and documented goals (objectives) in which facilitates achieving the Mayor's priorities/goals and the Department priorities/goals for 2012 as indicated below:

Established a Departmental Strategic Business Plan that will best support the business divisions combined as a result of the DPU Reorganization. Project. Measure: Work plan Approach **Customer Service/Foster Teamwork**

Continue Change Management activities that foster cooperation and enhances Customer Service. Measure: Work plan Approach **Customer Service/Foster Teamwork**

Develop and encourage a working relationship with the Department of Economic Development to take greater advantage of opportunities through the expansion of a Water Service Agreement in partnership with other communities; this will foster financial stability, and improve the quality of service to our partner communities. Measure: Work plan Approach **Quality Service/Maintain Financial Stability**

Develop a comprehensive IT Strategic Plan which articulates a Mission and Vision Statement that aligns with DPU business needs. This strategy should include IT architecture, ongoing service delivery, and the central points for developing an internal business IT partnership. Measure: Work plan Approach **Efficiency Through Technology**

DPU will provide knowledgeable, caring, responsive and effective service delivery to satisfy our customers' needs in a timely and consistent manner. This superior customer service will extend to our quality of work performed internally and externally and can be monitored/measured by examining training outcomes and Performance Management Key Performance Indicators (KPI's), as well as accountability measures. **Customer Service**

DEPARTMENT OF PUBLIC UTILITIES

TRAINING CODE

The Department of Public Utilities (DPU) employee training program is a multifaceted training and learning program that is purposed to develop and or enhance the skills of our employees. DPU aims to reach measurable goals and, through training solutions that are sustainable, can meet the needs for the development of our growing workforce. It also strives to encourage accountability, transparency, professionalism, high ethical standards, and quality as the backbone for the success of the organization. The Department supports training and learning and, by its very existence, training will improve employee morale and the working environment within the department.

The program respects the uniqueness of every individual, their capacity to learn, and aims to make DPU a learning environment where employees can obtain knowledge to work well and realize their performance capabilities. In addition, training aims to improve work competence regardless of differences between people and styles of learning. The policies and procedures for training work in concurrence with the City of Cleveland's policies and procedures governing education and training.

The Department of Public Utilities recognizes and supports educational efforts for employees in all divisions. The significance of the program is all employees must obtain approval, at the management level, to attend training. In order to standardize the success of the program, training will be linked to employee's skill development and overall performance in relation to job duties and responsibilities.

Appendix C

CITY OF CLEVELAND'S REIMBURSABLE POLICY

REIMBURSEABLE EXPENSE POLICY

City of Cleveland Professional Services Contracts Reimbursable Expense Policy 5/24/2002

The following constitutes the City of Cleveland's reimbursable expense policies to be used in the City's Professional Services Contracts.

1. Direct Labor vs. Reimbursable Expense

All expenditures in Professional Service Contracts shall fall into one of two categories: Direct Labor, and Reimbursable Expense. Direct Labor shall mean the hourly work (billed by the appropriate hourly rates and multipliers) of the Prime Consultant and all identified Professional Sub consultants. Any expenditure that is not the Direct Labor of the Prime Consultant or the Sub consultants shall be considered a reimbursable expenditure.

2. Labor Multipliers

In order to be considered responsive, the Prime Consultant and each Sub consultant shall submit with its proposal the labor multipliers to be used on this project. Each Prime Consultant and Sub consultant shall acknowledge that the following items are included in their multipliers:

2.1 Direct Labor

100.00%

2.2 Fringe Benefits:

- Vacation
- Holiday
- Sick Time
- Career Development
- Incentive Compensation
- Cap Contribution
- Social Security Taxes
- State Unemployment
- Federal Unemployment
- Health & Dental Insurance
- Worker's Compensation
- Retirement

2.3 Overhead Salaries

- Admin. & Office General
- Committees & Societies
- Bids & Proposals
- Technical Research
- Marketing
- Strategic Programs

2.4 Overhead Expenses

- Admin & Office General Travel
- Committees and Societies
- Bid & Proposal Costs
- Technical Research
- Marketing
- Strategic Programs
- * Rent Expense
- * Telephone & Telegraph
- * Engineering & Office Supplies
- * Engineering & Office Printing
- Depreciation
- * Furniture & Equipment Rental
- Subscriptions
- Dues to Professional Societies
- Repairs
- * Postage
- Library
- * Lease Car
- Temporary Help
- Recruiting
- * Computer Expense
- Audit & General Legal
- Consulting Fees
- General Insurance
- Professional Liability Insurance
- Misc. & Other
- Legal Expenses
- Home Office Allocations
- Real Estate/Property Tax
- Fringe Benefits on Overhead Salaries
- Profit

The portions of the items designated by an asterisk (*) above that are not dedicated to this project shall be included in the Consultant's multipliers. The Project portion of the asterisked items (*) shall be subject to the other conditions enumerated in this policy. The Consultant shall ensure that all portions of all other items listed above are included in its multipliers, and not include portions in the reimbursable expense submittal. The Consultant shall also ensure that all of the following indirect labor is included in the multiplier and not in the direct labor fees: executives; business development staff; accountants; overtime, except where required by law; and time devoted to contract preparation.

3. Reimbursable Expense List

The Consultant shall submit with its Proposal an extensive and detailed list of all expected reimbursable expense items, with estimated cost. This list shall be finalized, in a format approved by the City, during

contract negotiation. No other reimbursable expense expenses will be allowed on the project, unless pre-authorized by the City in writing.

Each quarter, the Consultant shall submit, for the City's review and approval, an updated projection of the reimbursable expense list. This projection shall indicate each item in the reimbursable expense list, and for each item, the original budget amount, the most recently approved budget amount, the amount spent to date, the estimated amount still needing to be expended, and the new, requested budget amount, if needed. The Consultant will be allowed to recommend moving funds between items, but the City must grant such approval in writing. The Consultant shall not be allowed to expend funds on any line item in excess of the approved budget amount for that line item, until the City approves a modification to the budget amounts that would allow for such expenditures.

4. Invoicing

The Consultant shall submit monthly a separate invoice for reimbursable expense expenditures. Each invoice shall be delivered to the City in less than 30 calendar days after the end of the month being billed for, and normally with the monthly labor invoice. Such reimbursable expense invoices shall be in a format approved by the City, and shall include all necessary supporting documentation as called for elsewhere in this policy. Such supporting documents shall be properly dated, legible and reproducible.

5. General Qualifications for Reimbursable Expense

In general, items procured that are not Direct Labor must be devoted at least 50% of the time to the project during the duration of the project in order to be considered for direct cost reimbursement. Expenses on items (including Class 2 travel) devoted more than 50% but less than 100% to this project shall be pro-rated, with only that portion devoted to the project being billed for. Items devoted less than 50% to this project shall be included in the Consultant's multiplier. Use of items previously owned or leased by the Consultant (such as computer or CAD workstations), regardless of how much devoted to this project, shall be included in the multiplier and not be billed as a direct cost reimbursable expense. Assets purchased as an reimbursable expense for this project shall be turned over to the City when the Consultant no longer has need for them on this project. All reimbursable expenses shall be paid on actual costs, supported by actual receipts, unless otherwise indicated. Direct cost reimbursable expense items shall have no markup or multiplier applied to them.

No expenditures for individual reimbursable expense items over \$10,000 shall be made without prior written approval of the City. The City reserves the right to direct the Consultant to terminate making reimbursable expense expenditures on any and all categories and expenses.

6. Office Expenses

In some cases the City will allow and even expects the Consultant to establish a Project Office dedicated solely to a project and from which no other business shall be conducted. In such cases, the Consultant can include the following expenses generated by the Project Office either in the multipliers, or as an reimbursable expense provided actual invoices are submitted:

- Equipment maintenance
- Recurring communication expenses (including leased lines, cellular phones, pagers, telephones)
- Office Supplies

- External reproduction/binding
- Film developing
- Postage
- Office rent

It must be clear in the Consultant's proposal whether all such and similar expenses are accounted for in the reimbursable expense or in the multipliers.

For a Consultant with a dedicated Project Office, those office expenses generated by other offices (the Prime's other offices, Sub consultants' offices) can be paid as a direct cost reimbursable expense only if the item is 100% devoted to this project (e.g. postage and long distance phone calls made on behalf of this project), and only if backed up by actual invoices. Otherwise, all non-Project Office expenses (e.g. rent for other offices) must be included in the Consultant's or Sub consultants' multipliers.

For projects in which there is no dedicated Project Office, the Consultant can include as reimbursable expense only those office expenses devoted 100% to this project (like postage and long distance calls made on behalf of this project,) and only when supported by actual invoices. Office expenses less than 100% devoted to this project (like rent, utilities, use of Consultant's computer workstations) must be included in the Consultant's multiplier. Smaller items, such as office supplies and hand calculators, even if 100% dedicated to the project, shall be included in the Consultant's multiplier.

It is anticipated that any necessary trailer space for the Consultant at the project/construction site will be provided by the construction contractor.

7. Equipment

Equipment to be purchased or leased that will be at least 50% dedicated to this project, and meeting the other qualifications above, including computer hardware and software, fax machines, copying equipment, plotters, printers, communication equipment, cameras/camcorders, overhead projectors, and walkie-talkies, can be included with the direct cost reimbursable expense for this project. It is expected that virtually all equipment needing to be acquired, especially computer hardware, shall be leased as opposed to purchased. Only in special cases (such as specialty software like Primavera) and only with the prior approval of the City, shall a Consultant be allowed to purchase equipment for this project. The Consultant shall provide copies of the lease agreements and shall include with its invoices copies of its invoices from the supplying vendor.

8. Vehicles and Local Travel

In some cases the City will allow the Consultant to obtain Project Vehicles, dedicated solely to this project. Project Vehicles shall be leased only, not purchased. Copies of the leasing agreement and vendor invoices must be submitted for direct cost reimbursement. Related Project Vehicle costs, such as fuel, parking, maintenance, and insurance shall be included in direct cost reimbursable expense, and shall be paid on actual costs, supported by actual invoices.

For the use of personal (i.e. non-Project) vehicles, the Consultant shall be paid at the per mile rate (in effect at the time of the travel, currently \$.325 per mile) that the City pays internally to its staff for mileage. For such vehicle use, the Consultant shall be paid out of direct cost reimbursable expense, but

only if the travel is work related, outside of the Division of Water's Service area, and non-routine. Only that portion of the trip that is outside of the Division of Water's Service Area shall be eligible for reimbursement. The Consultant shall submit to the City an approved mileage log with its monthly invoices. Expenses related to all other use of personal vehicles (travel within the Division of Water's Service Area, parking, tolls, etc.) shall be included in the Consultant's multipliers.

9. Markup on Sub consultants

Indirect costs related to the Sub consultants, like the liability/risk of hiring Sub consultants, Sub consultant oversight, cost of negotiations/business procurement, and interest on cash flow, shall be included in the Consultant's multipliers. Any other actual direct cost shall be billed as a reimbursable expense supported by actual invoices. Effort expended on managing Sub consultants shall be billed as a direct labor charge. **The Consultant shall not include in the direct cost reimbursable expense any indirect costs or markups on Sub consultants' labor or Sub consultants' reimbursable expenses.**

10. Special Services

Special Services, used solely for the benefit of this project and not performed by the Prime Consultant or by the Sub consultants, such as electrical testing, hazardous material testing, training, deliveries, diving services, office and field office setups and maintenance, and telephone and network installations and maintenance, shall be included in the direct cost reimbursable expenses. All such services must receive prior written permission from the City. No markups or other indirect handling costs on these Special Services shall be included in the direct cost reimbursable expenses. The Consultant shall include any such indirect costs or markups in its multipliers. Any direct labor involvement by the Prime Consultant or Sub consultants in managing these services shall be billed in the labor charges.

11. Personal Allowances

Reimbursement on all items in this category shall be from the direct cost reimbursable expense, supported by actual receipts and invoices, except as noted. All regulations in this category shall apply to the Prime Consultant, all Sub consultants, and Special Services staff. Consultant's staff shall be classified into four classes:

- Class 1. Staff Already Living in the Greater Cleveland Area.
- Class 2. Infrequent Travelers to Cleveland. Those staff coming to Cleveland for less than a two week stay. Staff hired by the Consultant after the Notice To Proceed has been issued and assigned to this project can only be classified as Class 1 or Class 2.
- Class 3. Staff with Extended Stays in Cleveland. Out of towners who will work in Cleveland for stretches longer than two weeks, but less than one year.
- Class 4. Relocated Staff. Key, full time project staff (e.g. project manager) who relocate from out of town to work full time for the duration of the project, and for a minimum of one year's time.

11.1 Class 1: Such staff qualify for no reimbursement expenses (travel, lodging, meal, per diem, etc...) whatsoever.

11.2 Class 2 Travel: Actually incurred expenses (air, bus, rail, car rental, taxi, etc...) shall be paid for Class 2 staff. However, the charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made; regular economy class fares for air travel.) Class 2 travel shall require prior City approval. Rental car optional insurance is not reimbursable expense.

11.3 Class 2 Per Diem Expenses: Class 2 daily expenses for meals, telephone, etc. shall be paid out of direct cost reimbursable expense, based on actual costs, with actual receipts submitted with invoices. Reimbursement shall not be made for alcohol, private phone calls, or for meals for guests or associates of Class 2 staff. Gratuities of up to 15% on meals shall be allowed, but no other gratuity of any type shall be allowed. If a weekend or other non-workday occurs in the middle (but not at either end) of a Class 2 person's stay, that person shall be entitled to per diem and lodging expenses for those non-work days.

11.4 Class 2 Lodgings and Related Services: Direct cost reimbursement shall be made, based on actual expenses, for apartments or hotels. The charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made - currently \$86/day for Cleveland area hotels), and shall be supported by actual receipts. The City shall also reimburse for any City/County Hotel Taxes over and above the Federal guideline.

11.5 Class 2 Commute Time: Class 2 travelers shall be allowed to bill their time commuting between Cleveland and home as a labor expense, if such travel occurs during normal working hours. No other Class shall be allowed to bill any commute time as a labor expense.

11.6 Class 3 Travel: Class 3 staff shall be allowed intermittent travel back home. Consultant shall remain within the initial contract budget for this item. Additionally, the City will only pay actual invoiced amounts, and in no case more than a cap of \$800.00 per month for such travel for each Class 3 staff member. Only Class 3 staff shall qualify for this allowance. Travel expenses for Class 3 staff's initial trip to and final trip from Cleveland shall be paid on an actual basis, and shall not apply against any month's cap. These expenses shall be included in the direct cost reimbursable expense.

11.7 Class 3 Per Diem Expenses: Class 3 staff shall be given an allowance for each full calendar day (including non-working days) spent in the Cleveland area, to be included in the direct cost reimbursable expense. The Consultant shall submit with its monthly invoices a log for each Class 3 person, indicating the date in town and the allowance being requested. In no case shall the allowance exceed Federal guidelines (as the guidelines were at the time the expenditure was - currently \$42/day per individual in the Cleveland area.) This allowance shall cover daily meals, telephone, television, laundry, local travel, etc. Actual receipts for this particular item are not required.

11.8 Class 3 Lodgings: Class 3 staff are expected to secure apartments in the Cleveland area. Direct cost reimbursements shall be made for actual rental costs, supported by actual receipts. Rental for weekend and other non-working days shall be reimbursable expense. In no case shall rent exceed a cap of \$ 1,000/month per person.

11.9 Class 3 Inflation: Inflation shall be measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Midwest Region, as tracked by the Federal Bureau of Labor Statistics. The amount of inflation shall be determined each year, beginning one year after Notice to Proceed, and shall be re-determined on each anniversary of Notice to Proceed. The \$800 per month cap for Class 3 Travel, and the \$1000 per month cap for Class 3 Lodgings, will be allowed to increase annually by the amount of inflation so determined.

11.10 Class 4 Relocation Expenses: Reasonable relocation to Cleveland expenses (including transportation of household items and two cars, incidentals, temporary lodging and meals for family [not to exceed one month in duration], and one, 3-day spousal trip to Cleveland) shall be allowed based on actual expenditure, with an upper limit of \$20,000 per individual. Only Class 4 staff qualify for relocation expenses. Class 4 staffs qualify for relocation expenses, but for no other Personal Allowance expenses.

11.11 Travel to a Work Site Other than Cleveland: Travel to a site outside of Cuyahoga County and outside of the Division of Water's Service Area that is for a project related purpose (such as witnessing a pump test) shall be allowed. Consultants shall propose such travel in their project proposal. Each specific trip must be approved in advance by the City. Class 2 regulations as listed above shall govern this type of travel. The time spent traveling, and the time spent at the alternate site, are billable as a labor expense, provided such time occurs during normal business hours.

12. Taxes

Purchases for this project are exempt from state and local sales taxes. The Consultant shall use the City's tax exempt number (available as necessary) for such purposes.

Appendix D

PROPOSER BACKGROUND INFORMATION TEMPLATE

PROPOSER'S REFERENCES

| Company Name | Contact Name | Address | Telephone Number |
|--------------|--------------|---------|------------------|
| | | | |
| | | | |
| | | | |

Provide at least one (1) but not more than three (3) references for each subconsultant/joint venture partner that will be used to fulfill any of the requirements of this agreement (including training service providers). Add more sheets if necessary.

Subconsultant/joint venture partner: _____

| Company Name | Contact Name | Address | Telephone Number |
|--------------|--------------|---------|------------------|
| | | | |
| | | | |
| | | | |

Subconsultant/joint venture partner: _____

| Company Name | Contact Name | Address | Telephone Number |
|--------------|--------------|---------|------------------|
| | | | |
| | | | |
| | | | |

Subconsultant/joint venture partner: _____

| Company Name | Contact Name | Address | Telephone Number |
|--------------|--------------|---------|------------------|
| | | | |
| | | | |
| | | | |

Litigation and Other Contract Dispute Information

- Have any agreements held by Proposer or its principal(s) for training or management services ever been cancelled? If yes, provide further information.

- Has the Proposer or its principal(s) ever been sued for issues pertaining to fee payment and/or performance? If yes, provide further information.

- Each firm shall list and describe all business related lawsuits and litigation, claims, arbitrations, and administrative hearings, negligence, errors and omissions, and contracts defaults, terminations, suspensions or failures to perform brought against the Proposer or its sub-consultants/joint venture partners and officers during the last five (5) years. The list shall include all case names, case/arbitration or hearing identification numbers, the name of the project over which the dispute arose, a description of the subject matter of the dispute; and the final outcome of the matter or the current status if the matter has not become final.

- Has the Respondent or any principal of the Proposer been the subject of any investigation of any State, Federal, or Local government agency within the past five (5) years? If yes, provide further information.

Appendix E

REQUIRED CITY FORMS



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

SUBCONTRACTOR PARTICIPATION GOAL

PROFESSIONAL SERVICES CONTRACT

The Subcontractor Participation (Utilization) Goal for this contract is:

10% CSB Participation

A searchable database of all CSB firms eligible to fulfill the subcontractor participation goal can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://cleveland.diversitycompliance.com>

On the website, click on [CSB/MBE/FBE Registry](#).



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Natoya J. Walker Minor, Director
Office of Equal Opportunity

EQUAL OPPORTUNITY CLAUSE

(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code.”

**City of Cleveland
Mayor's Office of Equal Opportunity**

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 was enacted to increase the participation of minority-owned business enterprises, female-owned business enterprises, and local small business enterprises in City of Cleveland contracting. The Code also works to ensure that Contractors doing business with the City do not use discriminatory employment practices. Failure to comply with the Cleveland Area Business Code or with representations made on the attached Schedules may result in rejection of part or all of the bid, and/or cancellation of the contract.

2. Definitions:

As used in this Notice to Bidders and the attached OEO Schedules, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.
- (d) "City" means the City of Cleveland, Ohio.
- (e) "City of Cleveland Small Business" or "CCSB" means a CSB that has its principal office located physically within the municipal boundaries of the City.
- (f) "Cleveland Area Small Business" or "CSB" means a Business Enterprise certified under division (a) of Section 187.03.
- (g) "Cleveland Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28.
- (h) "Contract" means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.
- (i) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for

any purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.

- (j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs, MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.
- (k) "Director" means the Director of the Office of Equal Opportunity.
- (l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) "Local Producer" means a Person that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2)
 - A. grows food or fabricates goods, whether or not finished, from organic or raw materials;
 - B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;
 - C. supplies goods by performing a Commercially Useful Function; or
 - D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.
- (q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) "Local Sustainable Business" means a Business Enterprise that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform

their respective executive and managerial functions and duties in the Local Contracting Market; and

(2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. Required OEO Schedules:

The following documents must be completed, signed and submitted as part of the Contractor's bid or proposal for any City of Cleveland contract over \$50,000.00. Failure to submit all OEO Schedules may result in the rejection of a bid.

Schedule 1: PROJECT CONTACT INFORMATION FORM

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each Bidder or Proposer shall complete, sign and submit Schedule 1 and include it with its bid or proposal.

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, identifies all of the subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete, sign and submit Schedule 2 and include it with its bid or proposal. Bidders or Proposers shall list all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract, and all requested contact information. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding 1 dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must be an actual dollar amount, and should not be a range of values or a percentage of the contract.

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR, verifies that the certified CSB, MBE and/or FBE subcontractors listed on Schedule 2 have agreed to work with the Bidder or Proposer on the project, and that the two parties have agreed on general contract terms. Each certified CSB, MBE, and/or FBE listed as a prospective subcontractor on Schedule 2 shall complete, sign and return Schedule 3 to the Bidder or Proposer, and the Bidder or Proposer shall include the completed Schedule 3 with the bid or proposal. Part 1, Part 2 and Part 3 on each Schedule 3 must correspond with Part 1, Part 2 and Part 3, respectively, on Schedule 2 for the appropriate subcontractor.

No CSB, MBE, or FBE participation credit will be considered for a certified CSB, MBE and/or FBE subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3 included in the bid or proposal.

If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

Schedule 4: CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Schedule 4, CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer will indicate this in Section A of Schedule 4, and complete Section B.

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal. Contractors are obligated to demonstrate their good faith effort to meet the subcontracting goals for the contract, and failure to do so will result in the rejection of the bid or proposal.

Failure to submit and accurately complete OEO Schedules 1, 2, 3, and 4 may result in the rejection of all or part of the bid or proposal. Submission of incomplete, inaccurate, or inconsistent data in the Schedules may lead to a formal investigation, decertification of the Bidder or Proposer, decertification of the subcontractor, and/or a rejection of all or part of the bid. The City of Cleveland reserves the right to waive any informality or immaterial irregularity, and reserves the right to reject any or all bids.

4. Equal Employment Certification:

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Within 60 days after entering into a Contract, each Contractor shall file a written affirmative action program containing standards and procedures ensuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the contractor's recruitment, selection, and advancement processes.

Each contractor's affirmative action program shall contain the following components:

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
 - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
 - (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status, the Office of Equal Opportunity may take immediate enforcement action.

5. **CSB Certification:**

Each Bidder, Proposer or subcontractor representing itself as a Cleveland Area Small Business (CSB) in the OEO Schedules shall be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

There are two classifications of CSBs:

A **City of Cleveland Small Business (CCSB)** is a CSB headquartered within the City of Cleveland.

A **Regional Cleveland Small Business (RCSB)** is a CSB headquartered within Cuyahoga County, but not within the City itself.

A business is eligible for certification as a Cleveland Area Small Business (CSB) if it meets the following criteria:

- (1) It is a Small Business Enterprise;
- (2) It has its principal office located physically in Cuyahoga County; and
- (3) Its chief executive officer and highest level managers maintain their offices and perform their managerial functions in the Cleveland Contracting Market.

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration, or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: <http://www.sba.gov/content/small-business-size-standards>

6. **CSB Contract Participation**

In an effort to promote the participation of Cleveland-area Small Businesses (CSBs) in City contracts, each Contracting Department of the City will use its best efforts to contract with CSB Bidders and Proposers, and Bidders and Proposers that have committed to subcontracting with certified CSBs.

Where other, project-specific goals have not been set in the bid or proposal documents, the standard CSB subcontractor participation goals are:

| | |
|----------------------------------|--|
| Construction Contracts: | 30% CSB Subcontractor Participation |
| Professional Services Contracts: | 10% CSB Subcontractor Participation |
| All Other Contracts: | 20% CSB Subcontractor Participation |

The Contracting Departments may, in consultation with the Director, increase or decrease these participation goals for a particular contract. When the goals are changed, the change will be noted in the bid or proposal documents.

Each Bidder or Proposer shall make a good faith effort to subcontract with certified CSBs in consistent with the goals prescribed in the bid or proposal documents.

7. MBE/FBE Certification:

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) in the OEO Schedules shall be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

A business is eligible for certification as a Minority Business Enterprise (MBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Minority Persons who have at least 51% ownership;
- (2) The Minority Persons who own the Business Enterprise have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

A business is eligible for certification as a Female Business Enterprise (FBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Females who have at least 51% ownership;
- (2) The Female owners have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

8. MBE and FBE Contract Participation

The City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs) through its contracting activities, and the City intends to Contract with firms that shares that commitment. Under this policy, each Contracting Department will use its best efforts to promote the participation of MBEs and FBEs as both prime contractors and subcontractors in all City Contracts. In turn, Bidders and Proposers shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable.** When specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer shall make a good faith effort to meet them.

When there are specific MBE and/or FBE goals on a City contract, those goals will be considered in lieu of an equivalent portion of the CSB goals for the contract. Please review the bid or proposal documents for the final MBE, FBE and/or CSB subcontracting goals for the project.

9. MBE/FBE Bid Discounts:

Contracting Departments may apply a Bid Discount of five percent (5%) for bids received from certified MBE and FBE Bidders to remediate past or present discrimination, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Bid Discounts.

10. MBE/FBE Evaluation Credits:

Contracting Departments may apply an Evaluation Credit of five percent (5%) of the total points awarded for proposals received from MBE and FBE Proposers to remediate past or present discrimination, where evidence of contracting disparity has been adequately demonstrated.

11. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:

Contracting departments may apply a bid discount for bids received for public improvement contracts in the amount of five percent (5%) of the portion of the total amount of the goods, labor, and materials that the bidder represents it will subcontract to one or more MBEs and FBEs, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination.

If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the contract retainage required under Section 185.41 of the Codified Ordinances of the City of Cleveland. Release of this retainage shall be managed under the provisions established in Section 187.05(e) of the Codified Ordinances.

12. CSB Bid Discounts:

If a Contracting Department does not apply an MBE or FBE Bid Discount to one or more bids for the award of a Contract, the Contracting Department may apply a Bid Discount in the following amounts for bids received from CSB prime contractors:

A Bid Discount of five percent (5%) for bids received from CCSBs.

A Bid Discount of five percent (5%) for bids received from RCSBs, provided no bids are received from CCSBs.

13. CSB Evaluation Credits:

If a Contracting Department *does not apply an MBE or FBE Evaluation Credit* to one or more proposals for the award of a Contract, the Contracting Department may apply Evaluation Credits as follows for proposals received from CSB prime contractors:

(1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.

(2) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from RCSBs, provided no proposals are received from CCSBs.

14. CSB Subcontracting Bid Discounts and Additional Retainage:

Contracting Departments may apply a Bid Discount to bids received for a Public Improvement Contract in the amount of five percent (5%) of the portion of the total amount of labor and materials that the Bidder represents it will subcontract to one or more CSBs. This provision does not apply, however, if a Bid Discount has been applied for MBE or FBE subcontractor participation,

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the retainage required under Section 185.41 of the Codified Ordinances. Release of this retainage shall be managed under the provisions established in Section 187.03(d) of the Codified Ordinances.

15. LPE and SUBE Certification:

A Bidder or Proposer may qualify as a Local Producer, a Local-Food Purchaser or a Local Sustainable Business under the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code, Chapter 187A of the Codified Ordinances of the City of Cleveland. Each Bidder or Proposer representing itself as a Local Producer (LPE), or a Local Sustainable Business (SUBE) shall be certified with the Office of Equal Opportunity prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

16. LPE and SUBE Bid Discounts:

The Contracting Department shall apply a Bid Discount in the following amounts for bids received from LPE and/or SUBE prime contractors:

A Bid Discount of two percent (2%) for bids received from LPEs.

A Bid Discount of two percent (2%) for bids received from SUBEs.

17. LPE and SUBE Evaluation Credits:

The Contracting Department shall apply an Evaluation Credit in the following amounts for proposals received from LPE and/or SUBE prime contractors:

An Evaluation Credit of two percent (2%) for proposals received from LPEs.

An Evaluation Credit of two percent (2%) for proposals received from SUBEs.

18. Maximum Annual Subcontracting Program Benefit:

In an effort to encourage wide participation in the CSB, MBE and FBE subcontracting programs, the City of Cleveland has a policy which may limit the amount of subcontracting credit that a single CSB, MBE and/or FBE subcontractor can provide in a single year. When the CSB, MBE and/or FBE subcontractor has reached this maximum subcontracting dollar value, its participation in future contracts will not be counted towards a Bidder or Proposer's CSB, MBE and/or FBE participation goals.

The Director may apply credit toward the CSB, MBE and/or FBE subcontractor participation goals upon written request of a Bidder or Proposer attesting that no other certified CSBs, MBEs or FBEs are available to perform the work or supply the materials required for the Contract, or in an emergency, or for such other reasons that the Director determines require use of that CSB, MBE or FBE.

Nothing prohibits a Bidder or Proposer from subcontracting to a CSB, MBE or FBE that has reached the cap, or prohibits the CSB, MBE or FBE from performing work or supplying materials under any contract. But that participation will not count towards the Bidder or Proposer's subcontracting goals.

19. CSB/MBE/FBE Manufacturer and Supplier Participation:

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials or adds value by substantially altering them before resale.

Sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process. A business enterprise is a supplier performing a commercially useful function in the supply process" when it:

- (1) Assumes the actual and contractual responsibility for furnishing the supplies or materials; and
- (2) Is recognized as a supplier, distributor or reseller by the manufacturer or producer of the contracted supplies and materials; and
- (3) Owns or leases a warehouse, yard, building or other facilities or uses such as means as are customary in the industry for the purpose of maintaining an inventory of or supplying such supplies or materials from which it supplies its customers; and
- (4) Distributes, delivers, and/or services products primarily with its own staff and/or equipment.

If a CSB, MBE or FBE supplier is not a manufacturer and is not performing a commercially useful function in the supply process, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract.

20. Joint Ventures:

Participation of CSBs, MBEs and FBEs in joint ventures is encouraged. To receive credit for CSB, MBE and/or FBE participation in a joint venture, the joint venture must be certified by the Office of Equal Opportunity. The CSB/MBE/FBE Joint Venture Certification Application is available from the Office of Equal Opportunity, and applications for joint venture certification must be received by the Office of Equal Opportunity no later than 10 days prior to the bid opening.

21. Use of General Contractors as Subcontractors for CSB/ MBE/FBE Prohibited:

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 1, the Schedule of Subcontractor Participation.

22. Subcontractor Participation Compliance Monitoring

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at <http://cleveland.diversitycompliance.com>, or through a link on the Office of Equal Opportunity's website at <http://city.cleveland.oh.us/o eo>.

Each month during the contract, the prime contractor (or direct contract-holder with the City) will report payments to ALL subcontractors through the B2Gnow system. This monthly reporting information includes total payment in dollars made to the subcontractor, record of invoices satisfied, record of checks or other payment methods used to satisfy invoices, payment dates, and any additional information required by OEO to verify payment to subcontractors. The prime contractor will enter this payment information into the B2Gnow system, and the subcontractors will verify this payment information in the system.

OEO offers regular training sessions in the use of the B2Gnow system. Please contact OEO at 216-664-4152 to schedule training. Online training options are also available through the B2Gnow system.

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland City Hall, upon appointment, for

those contractors who do not otherwise have access to the required technology.

Community Benefit Policies:

- CODIFIED ORDINANCE 123 PREVAILING WAGE
- CODIFIED ORDINANCE 187 CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A LOCAL PRODUCER SUSTAINABLE DEVELOPMENT
- CODIFIED ORDINANCE 188 CLEVELAND RESIDENT EMPLOYMENT LAW
- CODIFIED ORDINANCE 189 LIVING WAGE
- Green Building Standards, Office of Sustainability

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.



City of Cleveland Office of Equal Opportunity Schedules Checklist

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

Schedule 1: Project Contact Information Form

- Is all requested contact information included?
- Is the form complete and signed?

Schedule 2: Schedule of Subcontractor Participation

- Did you specify the total dollar amounts for each subcontract?
- Did you verify that each subcontractor is certified for the type of work to be performed?
- Is the form complete and signed?

Schedule 3: Statement of Intent to Perform as a Subcontractor

- Did the subcontractor specify the total dollar amount of the subcontract?
- If applicable, has the re-subcontracting section been completed?
- Is the form complete and signed by the subcontractor?

Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification

- Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
- Is the form complete and signed?



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

| | |
|-----------------------|--|
| Project Name: | |
| Bidder/Proposer Name: | |

List ALL PROSPECTIVE SUBCONTRACTORS (Certified and non-certified) that will be participating on this contract. The Bidder or Proposer is responsible for verifying that each CSB, MBE and FBE Subcontractor listed is certified to perform the particular type of work they are expected to perform for the contract.

| Subcontractor: | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | Part 3: SUBCONTRACT AMOUNT |
|---|---------------------------|--|----------------------------------|
| Address: | | | \$ |
| City, State, Zip: | | | \$ |
| OEO Compliance Contact: | | | \$ |
| Contact Email Address: | | | \$ |
| Contact Phone: | | | \$ |
| Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/> | | | \$ |
| Federal Tax ID#/EIN: | TOTAL | | \$ |

| Subcontractor: | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | Part 3: SUBCONTRACT AMOUNT |
|---|---------------------------|--|----------------------------------|
| Address: | | | \$ |
| City, State, Zip: | | | \$ |
| OEO Compliance Contact: | | | \$ |
| Contact Email Address: | | | \$ |
| Contact Phone: | | | \$ |
| Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/> | | | \$ |
| Federal Tax ID#/EIN: | TOTAL | | \$ |

The prime contractor **may not substitute subcontractors** between the submission of bids and award of the contract. After the contract is awarded, the prime contractor may not substitute or shift subcontractors without written approval of the Director of OEO. When there are CSB, MBE and/or FBE goals established in the bid specifications, subcontractor substitutions must preserve the original bid participation percentage, unless the Director waives the requirement. The undersigned agrees that if awarded a contract, it will enter into a written agreement with each subcontractor listed above. If the total contract amount increases, the contractor shall use its best efforts to preserve the original CSB, MBE and/or FBE participation percentages for that increased amount.

| | | | |
|----------------------------|--|-------|--|
| Authorized Representative: | | | |
| Signature: | | Date: | |



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION
ADDITIONAL SUBCONTRACTOR FORM

| | |
|-----------------------|--|
| Project Name: | |
| Bidder/Proposer Name: | |

| Subcontractor: | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | Part 3: SUBCONTRACT AMOUNT |
|---|---------------------------|--|----------------------------------|
| Address: | | | \$ |
| City, State, Zip: | | | \$ |
| OEO Compliance Contact: | | | \$ |
| Contact Email Address: | | | \$ |
| Contact Phone: | | | \$ |
| Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/> | | | \$ |
| Federal Tax ID#/EIN: | TOTAL | | \$ |
| Subcontractor: | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | Part 3: SUBCONTRACT AMOUNT |
| Address: | | | \$ |
| City, State, Zip: | | | \$ |
| OEO Compliance Contact: | | | \$ |
| Contact Email Address: | | | \$ |
| Contact Phone: | | | \$ |
| Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/> | | | \$ |
| Federal Tax ID#/EIN: | TOTAL | | \$ |
| Subcontractor: | Part 1: SPEC ITEM # | Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES | Part 3: SUBCONTRACT AMOUNT |
| Address: | | | \$ |
| City, State, Zip: | | | \$ |
| OEO Compliance Contact: | | | \$ |
| Contact Email Address: | | | \$ |
| Contact Phone: | | | \$ |
| Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/> | | | \$ |
| Federal Tax ID#/EIN: | TOTAL | | \$ |



City of Cleveland - Office of Equal Opportunity
SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

| | |
|-----------------------|--|
| Subcontractor Name: | |
| Bidder/Proposer Name: | |
| Project Name: | |

Subcontractor is a: CSB
 MBE
 FBE

Have you (subcontractor) been notified by the Office of Equal Opportunity that you have met the annual subcontracting participation maximum for this calendar year? Yes No

The undersigned prospective subcontractor intends to perform work or furnish supplies/materials in connection with the contract as a (check all that apply):

- Individual
- Corporation organized and existing under the laws of the State of _____.
- Proprietorship,
- Partnership, or
- Joint Venture consisting of _____.

The CSB, MBE or FBE status of the undersigned contractor is confirmed in the Office of Equal Opportunity's registry of certified CSBs, MBEs and FBEs. The contractor is prepared to perform the following work items or parts thereof for the above contract.

| Part 1: SPEC ITEM #s | Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS | Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS |
|----------------------------|--|--|
| | | |
| | | \$ |
| | | |
| | | |
| | | |

RE-SUBCONTRACTING

The undersigned prospective subcontractor will re-subcontract work on this contract:

- Yes (If Yes, fill out a "Blank" Schedule 2 and indicate the subcontractors being used as 2nd Tier subcontractors.)
- No

The undersigned prospective subcontractor will enter into a written agreement with the Bidder or Proposer for the above work items after the award, but prior to the execution of the contract with the City of Cleveland.

| | | | |
|--|--|-------|--|
| Authorized Subcontractor Representative: | | | |
| Signature: | | Date: | |



**City of Cleveland - Office of Equal Opportunity
 SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR
 UNAVAILABILITY/IMPRACTICALITY CERTIFICATION**

| | |
|-----------------------|--|
| Project Name: | |
| Bidder/Proposer Name: | |

Note: Prime contractors are expected to use good faith efforts in utilizing CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the prescribed CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in finding and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

Section A:

Please check one of the following:

- 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.
- 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

If Box 1 is checked, no further documentation is necessary. Where Box 2 is checked, the Prime Contractor must provide a detailed explanation in Section B.

Section B:

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor **did not meet** the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

- 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. **Please use the unavailability letter codes found on the following page.**

| CONTACTED CONTRACTOR | PROPOSED WORK/SUPPLIES | REASON FOR UNAVAILABILITY | DATE OF CONTACT | DATE RESPONSE RECEIVED |
|----------------------|------------------------|---------------------------|-----------------|------------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |

- 2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a **detailed explanation** of the nature of the work and the reasons that additional subcontracting is not possible **on a separate attached page.**

| | | | |
|----------------------------|--|-------|--|
| Authorized Representative: | | | |
| Signature: | | Date: | |



**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2013
(ALL DEPARTMENTS/OFFICES)**

This statement, properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

Entity Name: _____
Entity's Mailing Address: _____

COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.

NOTE: For purposes of this Statement, the "Mayor" and "Mayor's Committee" means Frank G. Jackson and the Frank G. Jackson For A Better Cleveland Committee, respectively.

SECTION I. TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

- _____ NON-PROFIT CORPORATION **GO TO SECTIONS III and IV.**
- _____ GOVERNMENTAL ENTITY **GO TO SECTION IV.**

SECTION II. TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES AND TRUSTS.

The above-named entity is a (Please mark appropriate designation):

- _____ SOLE PROPRIETORSHIP _____ TRUST
- _____ INCORPORATED PROFESSIONAL ASSOCIATION _____ ESTATE
- _____ UNINCORPORATED ASSOCIATION _____ PARTNERSHIP
- _____ LIMITED LIABILITY COMPANY _____ JOINT VENTURE

For purposes of Section II, a "principal" means an individual, an owner, a partner, a shareholder, a member, an administrator, an executor or trustee connected with the above-named entity, or the spouse of any of them.

PLEASE READ PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (B) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2013 unless Council makes a direct award.

- _____ (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2011 and December 31, 2012 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- _____ (B) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2011 and December 31, 2012 that totaled in excess of \$1,000.00.

SECTION III. TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.

_____ NON-PROFIT CORPORATION _____ FOR-PROFIT CORPORATION
_____ BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a "principal" means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2013 unless Council makes a direct award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

- _____ (A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2011 and December 31, 2012.
- _____ (B) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2011 and December 31, 2012 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- _____ (C) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2011 and December 31, 2012 that totaled in excess of \$1,000.00 individual.
- _____ (D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.

SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name _____ Print Title _____
 Signature _____ Date _____
 Telephone No. _____
 (Area Code)

STATE OF _____)
) SS:
 COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above-named _____, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of _____, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public _____
 Date _____

FOR MAYOR'S OFFICE USE ONLY

_____ ELIGIBLE _____
 _____ INELIGIBLE _____
 DATE _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

| | | |
|---|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | <input type="checkbox"/> Exempt payee | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number | | | | | | | | | |
|--------------------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ¹ The actual owner ¹ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**SUPPLEMENTAL
NOTICE TO BIDDERS**

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

Each bidder and/or appropriate parties should complete the DISCLOSURE and submit it with the bid, if possible. If not submitted with the bid, it must be completed and submitted to the Commissioner of Purchases and Supplies prior to any contract being awarded by the City. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two years.

CHECK WHICHEVER IS APPLICABLE:

A. () The undersigned or any controlling shareholder,* subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph A. is checked, proceed to the signature line.)

B. () The undersigned or any controlling shareholder,* subsidiary, or parent corporation IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.

C. () The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPALS FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

Name of Contractor or Subcontractor

By: _____

Title: _____

*"Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

Appendix F

FEE PROPOSAL

SAMPLE FEE PROPOSAL

Proposers will be expected to complete a Fee Proposal for the area(s) of training to be provided. The categories of training should be identified according to the caption in Section 2: Scope of Services, Training Service Requirements as stated in the RFP. This template is provided for your convenience. Please note that the Fee Proposal is an estimate, is subject to change, and is not final until approval has been received from the Department of Public Utilities. Changes that may occur are dependent upon operational and training needs of the department. The estimate covers a two (2) year period.

Proposer's Name _____

| Category of Training | Name of Course | Number of Classroom Hours | Minimum Class Size Per Course | Maximum Class Size Per Course | Cost of Customizations (if any) | Cost Per Student | Provider |
|----------------------|----------------|---------------------------|-------------------------------|-------------------------------|---------------------------------|------------------|----------|
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| | | | | | | | |
| TOTAL | | | | | | | |

Program Management Fees: _____/hourly rate

Appendix G

PROPOSAL CHECKLIST

Proposal Checklist

| | |
|---|--|
| Cover Letter | |
| Executive Summary | |
| Exceptions Page | |
| Proposers Background Information | |
| Proposers References | |
| Resumes | |
| Qualifications Statement | |
| Description of the Delivery of Proposed Services | |
| Subconsultant/Joint Venture Partner References | |
| Proposed Scope of Professional Services | |
| Financial Information | |
| Proposers Affidavit | |
| Contract Compliance Forms <ul style="list-style-type: none"> ➤ Cleveland Area Business Code - Notice to Bidders & Schedules ➤ Non-Competitive Bid Contract Statement 2013 ➤ W-9 Form ➤ Supplemental Notice to Bidders - Northern Ireland Fair Employment Practices Disclosure | |
| Fee Proposal <ul style="list-style-type: none"> ➤ Fee Schedule with Cost of Courses ➤ Fee Schedule Course Descriptions | |