December 15, 2017

Dear Invited Proposer:

The City of Cleveland (City), Department of Public Utilities (DPU) is issuing this Request for Proposal (RFP) to solicit proposals from qualified firms interested in providing web-based health, safety, environmental, and regulatory compliance training for its Risk Management section.

If your firm is interested, please submit to the City no later than 12:00 noon, Eastern Time, on February 2, 2018, an original and five complete duplicates of your technical proposal and your fee proposal, in hard copy and two electronic copies on CD-ROM (one of the technical and one of the fee). Submit the technical proposal and the fee proposal in separate sealed envelopes, marked appropriately on the outside and, if possible, enclosed in one package. No proposals will be accepted after that date and time 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: Web-Based Health, Safety, Environmental, and Regulatory Compliance Training Proposal

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

If proposals are hand-delivered, statements should be addressed as above and taken to the Security desk at 1201 Lakeview Avenue.

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 service(s) 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 solicitation please contact Simon Mastroianni at 216-664-2444 Ext. 75630, or simon_mastroianni@clevelandwater.com. The last day for questions is January 8, 2018 by 12:00 p.m.

Thank you for your consideration of DPU’s needs for professional services.

Sincerely,

Robert L. Davis, Director
Department of Public Utilities
CITY OF CLEVELAND
DEPARTMENT OF PUBLIC UTILITIES

WEB-BASED HEALTH, SAFETY, ENVIRONMENTAL, AND REGULATORY COMPLIANCE TRAINING

REQUEST FOR PROPOSAL
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Section 1 - Background and Introduction

The City of Cleveland (City), Department of Public Utilities (DPU) through its Director, is soliciting proposals from qualified firms interested in providing web-based health, safety, environmental, and regulatory compliance training for its Risk Management section. It is necessary that the consultant has considerable experience in providing these services. The contract will be for a period of two years with two one-year options to renew.

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 service(s) desired otherwise, at any time or in any manner considered in the City’s best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

Section 2 - Scope of Services

The objective of this RFP is to solicit proposals to purchase and/or host:

1. A web-based delivery system meeting AICC and SCORM guidelines for the purpose of delivering regulatory compliance training,
2. A Learning Management System (LMS), to fully implement and ensure long-term maintenance for an off-the-shelf, web-based Health & Safety Training Library and courses.
3. An Learning Content Management System (LCMS), compatible with the LMS to create in-house regulatory compliance training classes related to health and safety; capable of supporting, creating, editing, embedding JPEGs, GIFs, MP3s, MP4s, Flash files, raw text and MPEG movies; version control, and archiving.

It is the goal of this solicitation to identify, review and procure the three products/services listed above from one source to supplement DPU Risk Management’s health and safety instructor-led training courses and to meet regulatory training requirements.

It is preferred the Training Partner/service provider (a) should operate within the parameters of an annual or bi-annual subscription-based fee system (b) with a readily accessible library of health, safety and environmental training modules, and (c) said training modules should be accessible through DPU’s internet and hosted by the selected vendor via web-based interface.

The web-based training proposal should be complete to include the software, implementation costs, continuation, maintenance and support services.

With the co-mingling of the three services of delivery, management, and authoring (see paragraph 1), DPU expects complete support from the vendor to include, but not limited to: planning, installation, integration, configuration, recording keeping, testing, training of in-house administrative staff, DPU division go-live implementation and ongoing maintenance and technical support.

LCMS REQUIREMENTS

Administrative
1. Access to the tool for up to 4 specified contributors.
2. On-site Vendor-provided training for use of the authoring tool; including creating, editing, embedding JPEGs, GIFs, MP3s, MP4s, Flash files, raw text and MPEG movies; version control, archiving, adding proprietary information as a supplement to their existing courses.

3. Vendor support post authoring tool training (if we have questions, who do we call?).


5. Ability for the Training Coordinator and another specified individual to add/delete contributors.

6. Collaborate with the City and DPU’s IT to coordinate media player access and determine successful and timely delivery of courseware (we want to be sure their media player will run on our platform).

7. Licensor to inform 90 days in advance when Interactive Courseware Player is being updated, so the City platform can be prepared for changes.

8. Vendor should also provide quote for long-term support and maintenance services. This would include warranties against ‘bugs’, functional deficiencies, performance issues, and user technical support. Vendor should also provide the following:
   a. Patches.
   b. Release notes, updated documentation, updated online help.
   c. Customer-driven changes either reflecting functional deficiencies by DPU users or new business requirements, or other regulatory training requirements.

9. Content created by DPU remains the proprietary property of the City and DPU.

10. Content created by DPU will be removed from the vendor's server upon request or upon the termination of the contract and forwarded to Chief of Safety & Risk Management.

11. Ability to add to/supplement current courses with City proprietary information to make the information more relevant and specific. (all they have to do is copy their files to our segment of the server and build a firewall so no one else crosses over).

12. Ability to build assessments. And add a ‘random’ feature. If the test is taken more than once, each time the questions will be in a different order; or the questions may actually differ as well.

13. Ability to grade assessments and provide results.

14. Ability to build and deliver course evaluations and collect results.

Functionality

15. Edit audio.

16. Add captions.

17. Edit video tracks.


19. Turn PowerPoint into video.

20. Convert PowerPoint to flash.


22. Upload to LMS.

23. Upload to internet.

24. Quizmaker.
   a. Random question selection.
   b. Grade assessments and Provide test results.

25. Create, deliver, collect results of course evaluations.

26. Able to record the screen for technical courses.

27. Ability to capture ‘voice overs’.
28. Offers options for scenarios or paths.
29. Ability to brand.

LMS REQUIREMENTS

Administrative
1. Provide on-site, in-person Administrator training to identified personnel.
2. Provide reference materials and on-going support to Training Administrator.
3. City and DPU identified personnel will be able to:
   a. Retrieve/Create Reports.
      i. Courses completed per individual.
      ii. Courses completed per identified work groups.
      iii. Training Hours completed.
   b. Add new users.
   c. Delete/block Users (if an employee leaves, we want to keep the file, but keep them from still using the classes from their home).
   d. Perform Password resets.
   e. Create personnel training groups.
   f. Create course groupings.
   g. Restrict course access based on identified training group.
   h. Establish how many times a test can be taken.
   i. Establish the criteria for a passing grade.
   j. Require course re-take if an assessment grade does not meet an identified level.
   k. Track the number of times and dates a course is completed by an employee.
   l. Add classes.
   m. Delete classes.
   n. Retrieve and print certificates of completion.

Licensor will:
1. Provide a private branded virtual University of Safety E-Learning Modules available 24 hours a day, 7 days a week. Content will be determined in collaboration with the Chief of Safety & Risk Management.
2. Collaborate with the City and DPU’s IT to verify the successful integration of the Lessor’s website with DPU’s.
3. Provide students with user name and password, and load the initial data into the LMS (in other words, we give them a list of employees, they enter it into their system, generate the user ID and password and provide us with the list.)
4. Initial establishment of the course groups.
5. Load identified users into the identified course groups. The City and DPU will provide the appropriate personnel lists.
6. Provide course syllabus for OSHA/Safety related courses so Water Plant Operators can obtain CEU’s toward their individual licenses.
7. Provide the ability to print branded course certificates upon completion. Certificates will contain as appropriate:
   a. Student Name.
   b. Title of course.
c. NERC Course ID.
d. NERC CE Provider Number.
e. CE Hours.
f. Operating topic Hours.
g. Simulation Hours.
h. Standard Hours.
i. EOP Hours.

The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

Section 3 - Proposal Requirements

A. 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 cover letter.

i. Each proposer shall provide all information requested in this RFP. The proposer must organize its proposal package to address each of the elements in this RFP in the order listed in the section, Proposal Contents. 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.

ii. 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-reusable 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.

iii. 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 at simon_mastroianni@cleowater.com by the last day for questions as spelled out in the cover letter.

B. The City's Rights and Requirements

i. The Director, at his/her 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.

ii. 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.

iii. 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.

iv. 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.

a. 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 sub-consultants that are certified by the Mayor’s Office of Equal Opportunity (the “OEO”) in its proposal.

b. 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.

c. 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 sub-consultants. 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.

d. 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.

e. 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.

v. 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”).

vi 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.
vii. “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.

viii. 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.

C. 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 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.

Section 4 - Qualification for Proposal

A. Each prime 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:

i. Provide evidence that it has a minimum of 5 years of experience in providing web-based training services.

ii. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

iii. 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.

iv. Submit with its proposal at least three 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.

B. 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.

i. Professional liability insurance with limits of not less than $2,000,000.00 for the prime and $1,000,000 for a sub-consultant for each occurrence shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.

ii. Workers’ compensation and employer’s liability insurance as provided under the laws of the State of Ohio.

iii. Statutory unemployment insurance protection for all of its employees.

iv. Such other insurance coverage(s) as the City may reasonably require.

v. The City will not negotiate the “Limits of Liability”.

C. Corporate Status - When filling the forms supplied in Attachment A, the firm must clarify the following:

i. If 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.

ii. If the proposer is a sole proprietorship, state the name of the proprietor doing business.

iii. If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or passive; state each partner’s experience and the proportionate share of the business owned by each partner.
iv. 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.

Section 5 - Proposal Contents

Each proposal shall consist of two parts - the technical proposal and the fee proposal. The technical proposal which shall be no longer than a total of **50 printed pages**. Page size shall be 8.5x11 inch. Font size shall be no less than 12 pt. Tabs and dividers are excluded from the page count. A single sheet which is printed on both sides will be counted as two printed pages. There is no limit on the page count for the fee proposal, which shall be provided in a separate sealed envelope.

It is requested that proposals be in flat bound form to facilitate filing. Please do not submit proposals in loose-leaf binders.

Submit one original and five copies of the technical proposal, along with one electronic CD copy of the technical proposal in PDF format. PDF file shall contain book marks to each major section at a minimum.

Each proposal shall include the following parts tabs.

A. Cover Letter - The cover letter shall identify and introduce the Proposer and provide other general information

B. Executive Summary - The Executive Summary should provide a concise summary of Proposer's level of expertise and relevant experience and ability to meet the requirements of this RFP. The Summary should be organized so it can serve as a stand-alone summary apart from the remainder of the proposal.

C. 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

D. Qualifications - In the Qualifications section, each Proposer should state in detail its qualifications, and experience, and how its services and/or products are unique and best suited to meet the requirements and intent of this RFP. Please provide a brief description of three recent projects and three verifiable references.

E. Staffing - Must include an organizational chart for the project, and brief resumes of key personnel. Company affiliation and location of individual should be clearly denoted.

F. Environmental Sustainability: Provide some options for environmental sustainability in the project.

G. Fee Proposal: Proposer should submit its fee proposal for all its services in a separately sealed envelope clearly marked on the outside. Itemize the fee by project 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. No qualification of the financial offer will be accepted. The
fee proposal shall be a firm and final amount including the costs and expenses for all anticipated services.

An original and five copies of the fee proposal are to be submitted in a separate sealed envelope.

The Fee Proposal shall consist of fee proposal and the following forms included in Attachment B:

- Federal Form W-9 including Taxpayer Identification Number,
- Vendor Entry Form,
- Affidavit,
- Non-competitive Bid contract Statement for calendar Year 2017,
- Northern Ireland Fair Employment Practices Disclosure.

H. Financial Information - This information is not required with the technical proposal. However, DPU reserves the right to request financial information from short listed firms. This may include (but not be limited to) balance sheet and income statements for two fiscal years, prepared in accordance with generally accepted accounting principles.

Section 7 - Proposal Evaluation and Selection Criteria

A. Evaluation Methodology - The City department/division issuing this RFP will evaluate each proposal submitted. 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.

B. Scoring of Proposals - The City will score each proposal in each of the following categories:

i. Functionality
ii. Ability to integrate with DPU’s IT systems and DPU SharePoint site
iii. Learning Management System
iv. Provide Administrator training and on-going technical support
v. Up-to-date and relevant EHS course library and ability to create customer content
vi. Authoring Tool
vii. 24-hour, 7-day-a-week technical support

Proposals shall be evaluated first on qualifications and resources. Once rankings are established, the fee submittals shall be considered. A firm’s involvement in any current litigation with the City will be taken into account during proposal evaluation.

The above scoring criteria is subject to change.
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. The above categories are subject to change.

C. 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.
WEB-BASED HEALTH, SAFETY AND ENVIRONMENTAL TRAINING SERVICES
FEE PROPOSAL

<table>
<thead>
<tr>
<th>Consulting Services</th>
<th>Unit</th>
<th>Cost per Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Learning Content Management System (LCMS)</td>
<td>4 licenses</td>
<td></td>
<td></td>
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<tr>
<td>2. Learning Management System (LMS)</td>
<td>1450 learners</td>
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<td></td>
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<td>3. Set Up Fee</td>
<td>1</td>
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</tbody>
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*Attached with the Fee Proposal, proposers shall list their Workplace Safety Library.

List any additional fees on a separate document.

The contract will be for two years with two one-year options to renew.

The above quantities reflect the initial two years of the contract. The unit prices quoted for the initial two years term of the contract shall remain firm for the duration of the contract, if the option years are taken.

**Company Name:** __________________________

**Signature:** _______________________________

**Printed Name:** ____________________________

**Date:** ___________________________________
ATTACHMENT B

REQUIRED CITY FORMS
DIVISION OF PURCHASES & SUPPLIES

Subcontractors Notice

There is no Subcontractor Participation (Utilization) Goal for this contract. However, per Section A-19(a) of the Instructions to Bidders, any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. If you do plan to utilize a subcontractor, submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on this contract.

You are encouraged to consider City-certified firms for any available subcontracting opportunities. A searchable database of all City-certified firms 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.
Request for Taxpayer Identification Number and Certification

Give Form to the requestor. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above.

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:
   - Individual/sole proprietor or single-member LLC
   - C Corporation
   - S Corporation
   - Partnership
   - Trust/estate
   - Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership).
   - For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any)
   - Exemption from FATCA reporting code (if any)
   - Applies to accounts maintained outside the U.S.

5. Address (number, street, and apt. or suite no.)

6. City, state, and ZIP code

7. 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 line 1 to avoid backup withholding. For individuals, this is generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

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); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here

Signature of U.S. person

Date

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN); to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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,

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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
Note, if you are a U.S. person and 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 under section 1446 on foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or a U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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 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 excepting provision.
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 he or she stays 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 Exempt payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?
The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more information.

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

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first and then circle, the name of the person or entity whose name you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

de. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(ii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The owner on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. 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 line 2. “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.
Line 2
If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3
Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions
If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.
• Generally, individuals (including sole proprietors) are not exempt from backup withholding.
• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.
• The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.
  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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
  4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
  5—A corporation
  6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
  7—A futures commission merchant registered with the Commodity Futures Trading Commission
  8—A real estate investment trust
  9—An entity registered at all times during the tax year under the Investment Company Act of 1940
  10—A common trust fund operated by a bank under section 584(a)
  11—A financial institution
  12—An executor or administrator of a decedent's estate
  13—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 13.

<table>
<thead>
<tr>
<th>IF the payment is for . . .</th>
<th>THEN the payment is exempt for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 5</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

1 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(10)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(13)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G—A real estate investment trust
H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I—A common trust fund as defined in section 584(a)
J—A bank as defined in section 581
K—A broker
L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
M—A tax exempt trust under section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code or and/or exempt payee code should be completed.

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6
Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. You are a resident alien and you do not have and are not entitled 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 this page), 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 SSA 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, apply for a TIN and 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 U.S. 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 items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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 made in settlement of payment card and third party network transactions, 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:

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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 1-800-909-4498 or submit Form 14039.

For more information, see Publication 4355, 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 1-877-777-4779 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 a legitimate or government entity to attempt to steal the user's personal information, including SSN, or SSN card, or other financial information.

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 (TIGTA) 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 (1-877-438-4388).

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 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. commonwealths and 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.

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.
## VENDOR ENTRY FORM

- [ ] Add Vendor
- [ ] Change Vendor Info
- [ ] Delete Vendor

### Business Name:

### 1099 INFORMATION

**Incorporated?**
- [ ] YES
- [ ] NO

**Federal Tax ID:**

**If “NO” Check One:**
- [ ] SOLE PROPRIETORSHIP
- [ ] PARTNERSHIP
- [ ] OTHER:

**If “NO” Enter your Social Security Number:**

**IRS Reporting Name***:

*If this is not the name listed on contracts with the city, please attach a detailed explanation.*

### Address:

- **City:**
- **State:**
- **Zip:**

**Phone:**
- (    )
- Ext.
- Fax: (    )

**Website Address:**

**Email Address:**

### ORDERING ADDRESS INFORMATION

**Check each that applies***:

**Address:**

- **City:**
- **State:**
- **Zip:**

**Phone:**
- (    )
- Ext.
- Fax: (    )

**Contact:**

**Email Address:**

*Please attach additional pages if you have more than one ordering/other location.*
REMITTING ADDRESS INFORMATION

<table>
<thead>
<tr>
<th>Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip:</th>
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<th>Payment Name*:</th>
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| *If payment name is different from business name, please attach a detailed explanation.*

BANK INFORMATION

**IF YOU ARE CURRENTLY RECEIVING PAYMENTS VIA EFT, PLEASE COMPLETE THIS SECTION TO VERIFY OUR INFORMATION**

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<tr>
<th>Bank Name:</th>
<th>Account #:</th>
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<th>Bank Contact:</th>
<th>ABA/Routining #:</th>
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Other questions or issues concerning this form may be addressed to:

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<th>Discount Payment Terms:</th>
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<th>Are Price Breaks Available?</th>
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<th>Standard Lead Time:</th>
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<th>Standard Shipping Method:</th>
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<th>Price Catalogue on disk/CD:</th>
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<th>Business Classification:</th>
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<tr>
<td>Female Business Enterprise</td>
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<td>Minority Business Enterprise</td>
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<td>☐ YES ☐ NO</td>
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City of Cleveland Certification Number:

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Approved by Commissioner of Accounts

Date
NOTE: Section 181.23 and Section 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF ______________
COUNTY OF ______________

____________________________________________ being first duly sworn deposes and says:

Individual only: That he/she is an individual doing business under the name of ____________________________, at ______________, State of _______________.

Partnership only: That he/she is the duly authorized representative of a partnership doing business under the name of ____________________________, in the City of ______________, State of _______________.

Corporation only: That he/she is the duly authorized, qualified and acting ____________ of ______________, a corporation organized and existing under the laws of the State of _______________; And that he/she said partnership or said corporation is filing herewith a bid to the City of Cleveland in conformity with the foregoing specifications;

Individual only: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract ____________________________

Affiant further says that he/she is represented by the following attorneys: ____________________________ and is also represented by the following resident agents in the City of Cleveland: ____________________________

Partnership only: Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership:

Affiant further says that said partnership is represented by the following attorneys: ____________________________ and is also represent by the following resident agents in the City of Cleveland: ____________________________
Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:
President: Directors:
Vice President:
Secretary:
Treasurer:
Cleveland Manager or Agent
Attorneys:
And that the following officers are duly authorized to execute contracts on behalf of said corporation:
____________________________________________________
____________________________________________________
____________________________________________________

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

____________________________________________________________________
(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here) ____________

Sworn to before me and subscribed in my presence this _______ day of ____________, 20____.

__________________________________________
Notary Public
NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2018
(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, WHICHEREVER 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 2018 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, 2016 and December 31, 2017 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, 2016 and December 31,
2017 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 2018 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, 2016 and December 31, 2017.

____ (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, 2016 and December 31, 2017 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, 2016 and December 31, 2017 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 ___________________________
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 C

AUTHORIZING ORDINANCE
ORDINANCE
AS PUBLISHED IN THE CITY RECORD


By Council Members Pruitt and Kelley (by departmental request).

An emergency ordinance authorizing the Director of Public Utilities to employ one or more professional consultants to provide general training and development of employees; and to enter into a contract with the Operator Training Committee of Ohio, each for a period up to two years, with two one-year options to renew, the first of which shall require additional legislation.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore

Be it ordained by the Council of the City of Cleveland:

Section 1. That the Director of Public Utilities is authorized to employ by contract or contracts one or more consultants or one or more firms of consultants for the purpose of supplementing the regularly employed staff of the several departments of the City of Cleveland in order to provide professional services necessary to provide general training and development of employees, for a period up to two years, with two one-year options to renew. The first of the one-year options to renew may not be exercised without additional legislative authority. If such additional legislative authority is granted and the first of the one-year options to renew is exercised, then the second of the one-year options to renew may be exercised at the option of the Director of Public Utilities, without the necessity of obtaining additional authority of this Council. The Board of Control on the nomination of the Director of Public Utilities from a list of qualified consultants available for employment as may be determined after a full and complete canvass by the Director of Public Utilities for the purpose of compiling a list. The compensation to be paid for the services shall be fixed by the Board of Control. The contract or contracts authorized shall be prepared by the Director of Law, approved by the Director of Public Utilities, and certified by the Director of Finance.

Section 2. That the Director of Public Utilities is authorized to enter into one or more contracts with the Operator Training Committee of Ohio (OTCO) for professional services necessary to train Water, Wastewater Collections, and Water Distribution employees, on the basis of its proposal dated September 1, 2015, for the Department of Public Utilities, for a period up to two years, with two one-year options to renew. The first of the one-year options to renew may not be exercised without additional legislative authority. If such additional legislative authority is granted and the first of the one-year options to renew is exercised, then the second of the one-year options to renew may be exercised at the option of the Director of Public Utilities, without the necessity of obtaining additional authority of this Council. After the expiration of the initial two-year term, the Director of Public Utilities will provide an accounting of the training to all members of City Council.

Section 3. That the cost of the contract or contracts authorized shall be paid from Fund Nos. 50 SF 001, 50 SF 003, 52 SF 001, 54 SF 001, and 58 SF 001, RQS 2002, RL 2015-113.
Section 4. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed November 9, 2015.
Effective November 11, 2015.
SAMPLE AGREEMENT
Between
THE CITY OF CLEVELAND
And
NAME
For
Type of Services

THIS AGREEMENT for professional services is entered into as of this ___ day of _____________, 20___, between the City of Cleveland ("City"), a municipal corporation of the State of Ohio, through its Director of ***** ("Director"), under the authority of Ordinance No. ****-**, passed by Cleveland City Council on **********, 20**, and Board of Control Resolution No. ****-** , adopted ********, 20** and ______________, ********** address************* ("Consultant"), through its duly authorized officer.

RE bât TALS:

1. The City desires to supplement the regularly employed staff of the Department of ***** in order to obtain the professional services necessary to *****.

2. Consultant has proposed by its letter dated **** to provide the professional services to the City.

3. The City finds Consultant’s Proposal acceptable and desires to hire Consultant to furnish the services under the terms, conditions and provisions in this Agreement.

In consideration of the foregoing, the payments and the mutual promises in this Agreement, the parties agree as follows:

ARTICLE I. SERVICES OF CONSULTANT

A. General

By execution of this Agreement, the City accepts and Consultant agrees to be bound by the Proposal of Consultant dated ***** , attached as Exhibit “A,” and the City’s Request for Proposal ("RFP"), attached as Exhibit “B.” Both of these documents are incorporated in this Agreement subject to any
changes or modifications that may be made by this Agreement. Complete copies of both Exhibit “A” and “B” are attached to the original of this Agreement on file in the City Division of Accounts and are incorporated in this Agreement as if fully rewritten. The cover page and several other descriptive pages of both documents are attached to all copies. Consultant is hired to supplement the regularly employed staff of the several departments of the City to ********, as more fully described in Exhibit “A” and Exhibit “B.”

B. **Specific Services**

Consultant shall render the specific services listed and identified in Exhibit “A” and Exhibit “B.”

C. **Meetings and Reports**

Consultant shall attend meetings and deliver reports in accordance with Exhibit “A” and Exhibit “B” and any other meetings or reports the Department requests.

**ARTICLE II. ASSISTANCE OF THE CITY**

The City shall assist Consultant to the extent possible as necessary during the term of this Agreement. Office and working facilities shall be provided Consultant on a space available basis only.

**ARTICLE III. TERM**

The term of this Agreement shall begin upon ****, and shall, unless extended by the City or unless sooner canceled or terminated under the provisions of this Agreement expire upon the project completion date of ****.

**ARTICLE IV. PAYMENTS**

A. **Amount**

The City shall pay Consultant for accomplishment of all work and services required hereunder a ***** fee not to exceed *****.

B. **Payment**

The City shall pay Consultant after submission to and approval by the Director a verified monthly billing itemizing the actual time and effort expended to the date of the billing and the amount of the billing less any prior payments. If the billing is not acceptable, the City shall inform Consultant as to
the reasons and the corrective actions necessary, if any, to qualify the billing for approval.

C. **Acceptance**

No approval given or payment made under this Agreement shall be conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made under this Agreement shall be construed to be an acceptance of deficient or unsatisfactory work.

**ARTICLE V. CANCELLATION**

The City may cancel this Agreement at any time with cause upon written notice to Consultant of such intent when either the progress or results achieved under this Agreement are unacceptable to the City.

If this Agreement is canceled by the City prior to completion, Consultant, within ten (10) days, shall submit a certified final progress report of the percentage of work completed by the date of cancellation. The City shall pay Consultant for the work completed as certified in this statement. Notwithstanding any other provision of this Agreement, including Exhibit “A” and Exhibit “B”, all records, documents, materials and working papers prepared as part of the work under this Agreement shall become and remain the property of the City. Upon any such cancellation, Consultant shall turn over to the City all records, documents, working papers, computer disks of data and other materials which would be necessary, in the judgment of the City, to maintain continuity in progress of the work by another Consultant.

**ARTICLE VI. SUBCONSULTANTS**

Consultant shall not sublet or subcontract nor shall any Subconsultant commence performance of any part of the work or services included in this Agreement without the previous written consent of the Board of Control. Subcontracting, if permitted, shall not relieve Consultant of any of its obligations under this Agreement.

Consultant shall be and remain solely responsible to the City for the acts or faults of any Subconsultant and of such Subconsultant’s officers, agents and employees, each of whom shall for this purpose, be considered an agent or employee of Consultant to the extent of its subcontract. Consultant shall file a conformed copy of the applicable subcontract with the City. Consultant and any Subconsultant shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due any Subconsultant.
ARTICLE VII. INDEMNIFICATION

Consultant shall indemnify and save harmless the City and its respective officers, agents and employees from and against all suits or claims that may be based upon any injury to persons or property arising out of an error, omission or negligent act of Consultant or its Subconsultant; and Consultant shall, at its own expense, defend the City in all litigation, pay all attorneys’ fees, damages, court costs and other expenses arising out of the litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged the judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation. This indemnification shall survive the term of this Agreement.

ARTICLE VIII. INSURANCE REQUIREMENT

Consultant and each of its Subconsultants shall, at their expense and at all times during the performance of services under this Agreement, maintain comprehensive general and professional liability insurance insuring themselves against the indemnification obligations undertaken in Article VII, Indemnification above. Consultant shall require its Subconsultants to obtain insurance and shall be responsible for enforcement of its Subconsultants’s obligation to obtain insurance to satisfy the requirements hereunder. The policies shall be with companies authorized to do business in Ohio and rated “A” or above by A.M. Best Company or equivalent. The comprehensive general liability insurance policy shall: be occurrence type; name the City as an additional insured; have limits of not less than Two Million Dollars ($2,000,000.00) for any one incident; have a “per project” endorsement; and be primary with respect to Consultant’s general liability, notwithstanding any other insurance covering the City. Consultant’s insurance policy shall include valuable papers coverage in the amount of not less than One Hundred Thousand Dollars ($100,000.00). The professional liability insurance shall have limits of not less than Five Million Dollars ($5,000,000.00) for any one incident, and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services to be provided.

A. Notice of Cancellation

The City shall be listed as an additional insured on all required insurance policies or evidence of insurance. Consultant shall notify the Director, in writing, at least 30 days before it cancels or reduces the required insurance coverage(s), and immediately upon receiving notice of any cancellation or reduction of any required insurance coverage by an insurance company.
B. **Copy of Insurance Policy**

Upon the request of the Director of Law of the City of Cleveland, Consultant shall immediately provide the Director of Law an exact copy of the insurance policy or policies required in this Agreement.

C. **Certificate of Insurance**

Upon execution of this Agreement, Consultant shall submit to the City a certificate(s) of insurance with respect to such policy or policies. If the additional insured endorsement required above is not available at the Agreement execution date, Consultant shall submit to the City a notation of the endorsement together with either a Binder or an Advice of Insurance with respect to such endorsement. Consultant shall also provide a copy of the endorsement naming the City as an additional insured under Consultant's comprehensive general liability coverage. The endorsement shall be submitted no later than thirty (30) days after the execution date hereof.

D. **Policy**

The certificate(s), Binder or Advice required in paragraphs B and C above shall, as to form, coverage and carrier, be satisfactory to the Director of Law. If at any time, the coverage or carrier on any policy shall become unsatisfactory to the Director of Law, Consultant shall immediately provide a new certificate meeting the requirements of the Director of Law.

E. **No Limit of Liability**

The limits of insurance specified above shall in no way constitute the upper limits of liability for which Consultant is responsible under Article VII, Indemnification above.

**ARTICLE IX. STATE INDUSTRIAL COMPENSATION**

Consultant shall be required at all times during the term of this Agreement to subscribe to and comply with the Workers Compensation Laws of the State of Ohio and pay such premiums as may be required under those laws and to save the City harmless from any and all liability from or under the Workers’ Compensation laws.

**ARTICLE X. SOCIAL SECURITY ACT**

Consultant shall be and remain an independent Consultant with respect to all services performed under this Agreement and agrees to and does accept full
and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or will be imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or may be issued or promulgated under the respective laws by any duly authorized state or federal official. Consultant also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability.

**ARTICLE XI. INTEREST OF CONSULTANT**

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that no person having any such interest shall be employed in the performance of this Agreement.

**ARTICLE XII. DEFAULT AND REMEDIES**

A. Consultant shall be in default of this Agreement upon the happening of any of the following events:

1. If Consultant fails to observe or perform any of the covenants or agreements to be observed or performed by it under this Agreement and such failure continues for a period of five (5) days after written notice is given Consultant by the City;

2. The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Consultant for its dissolution, reorganization or liquidation; (ii) a petition in bankruptcy by Consultant; (iii) an adjudication of Consultant as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors;

3. If Consultant abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamity beyond its control.

B. Upon the happening of any one or more of the events as set forth in Paragraph A of this Article, or upon any other default or breach of this Agreement, the City may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:
1. Without waiving such default to pay any sum required to be paid by Consultant to others than the City and which Consultant has failed to pay under the terms and conditions of this Agreement. Any amounts paid by the City in fulfilling the obligations of Consultant under this Agreement, including all interest, costs, damages, attorneys’ fees and penalties shall be repaid by Consultant to the City on demand with the interest rate of 12% per annum from the date of the City’s payment;

2. To enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms, provisions or conditions;

3. To sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance or for damages for the nonperformance of this Agreement, all without terminating this Agreement;

4. To terminate this Agreement.

C. All rights and remedies granted to the City in this Agreement and any other rights and remedies which the City may have at law and in equity are declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City’s rights later to terminate or to exercise any other remedy granted or to which it may be otherwise entitled.

ARTICLE XIII. ASSIGNMENT PROHIBITED

Consultant shall not assign, transfer, convey, sell or pledge its rights or interest in this Agreement or any part of this Agreement, or any right or privilege created under this Agreement and upon any attempt by Consultant to do so, this Agreement shall immediately terminate.

ARTICLE XIV. CAMPAIGN CONTRIBUTIONS

Consultant hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1).

ARTICLE XV. NOTICE AND PAYMENTS
All notices which may be proper or necessary to be served and payments
to be made under this Agreement shall be sent by regular mail, postage prepaid,
to the following addresses or to such other address as either party may later
designate for such purpose. To the City: c/o Director of *****, 1201 Lakeside
Ave., Room ***** , Cleveland, Ohio 44114. To the Consultant: c/o
************.

ARTICLE XVI.  EQUAL OPPORTUNITY

This Agreement is a “contract”, and Consultant is a “Consultant” within
the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976.
During the term, Consultant shall comply with all terms, conditions and
requirements imposed on a “Consultant” in the Equal Opportunity Clause, Section
187.22(b) C.O., attached hereto as Exhibit ************ and made a part of this
Agreement. A copy of this Equal Opportunity Clause shall be made a part of
every subcontract or agreement entered into for goods or services, and shall be
binding on all persons, firms and corporations with whom Consultant may deal.

ARTICLE XVII.  CONSTRUCTION OF AGREEMENT

All terms and words used in this Agreement, regardless of the number and
gender in which they are used, shall be deemed and construed to include any
other number, singular or plural, and any other gender, masculine, feminine, or
neuter, as the context or sense of this Agreement or any paragraph or clause
herein may require, the same as if such words have been fully and properly
written in the number and gender. Consultant agrees that no representation or
warranties of any type shall be binding upon the City, unless, expressly
authorized in writing in this Agreement. In the event of any conflict between the
provisions of this Agreement and the language of the Consultant’s Proposal, the
provisions of this Agreement shall govern. In the event of any conflict between
the scope of services contained in the Proposal and the RFP, the City’s RFP shall
control. The headings of sections and paragraphs, if any, to the extent used in
this Agreement are used for reference only, and in no way define, limit, or
describe the scope or intent of any provision. This Agreement may be executed
in any number of counterparts, each of which, when so executed and delivered,
shall be deemed original, but such counterparts together shall constitute but one
and the same instrument. The following attached documents are incorporated
with and made a part of this Agreement:

1. Exhibit “A” - Consultant’s Proposal
2. Exhibit “B” - City’s Request for Proposals
3. Exhibit “C” - Equal Opportunity Clause
4. Ordinance No. ************
5. Board of Control Resolution No. ************
The parties have caused this instrument to be executed as of the date and year first above written.

CITY OF CLEVELAND
By: ______________________
   *******
   Director of ****

   *******

By: ______________________
Title: ______________________

________________________
Taxpayer ID Number

The legal form and correctness of the within instrument is approved.

BARBARA A. LANGHENRY
Director of Law

By: ______________________
   ********************
   Assistant Director of Law

Date: ______________________