



**City of Cleveland**  
Frank G. Jackson, Mayor

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April 8, 2015

The City of Cleveland (City), Department of Public Utilities (DPU) through its Director of Public Utilities (Director), is soliciting proposals for professional services from qualified firms to provide a financial plan analysis for the Division of Water.

A pre-proposal conference will be held at 1201 Lakeside Ave, Cleveland Ohio 44114 on April 15, 2015 at 10:00 a.m., Eastern Daylight Time. Proposers are encouraged to attend the conference although attendance is not mandatory.

If your firm is interested, please submit to DPU no later than 12:00 p.m. Eastern Daylight Time, Friday, May 1, 2015, an original and nine (9) complete duplicates of your technical proposal and your fee proposal, in hard copy and an electronic copy on CD-ROM. Submit the technical proposal and the fee proposal in separate sealed envelopes, marked clearly and appropriately on the outside and, if possible, enclosed in one package.

No proposals will be accepted after that date and time, unless DPU extends the deadline by a written addendum.

Should you have any questions regarding this solicitation please contact Simon Mastroianni at [simon\\_mastroianni@clevelandwater.com](mailto:simon_mastroianni@clevelandwater.com) or Tel: 216-664-2444, X-5630, Fax: 216-420-7995. The last date for sending questions is April 22, 2015.

Sealed proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as Proposal for Financial Plan Analysis:

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

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

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

Sincerely,

Sharon Dumas, Interim Director  
Department of Public Utilities

**CITY OF CLEVELAND**

**Department of Public Utilities**



**Request for Proposal  
For  
Financial Plan Analysis for the City of  
Cleveland, Division of Water**

April 2015

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## **INTRODUCTION AND BACKGROUND**

The Division of Water (CWD) is a municipal utility operating as an Enterprise Fund of the City of Cleveland's (City) Department of Public Utilities (DPU). As part of its strategic planning process, a comprehensive financial plan was developed and completed during 2009 by a professional financial management consultant covering the period from 2011 through 2015. This financial plan included the development of the schedule of rates, fees and charges that were and are presently being invoiced by CWD to their various types of customers and clients during the years 2011 through 2015.

CWD intends to hire a financial services consultant to review and validate the financial plan covering the period from 2016 through 2020. The selected consultant will also be required to provide a recommendation for the setting of all fees and charges for the various specialized services provided to specific customers by CWD.

Accordingly, in order to continue these sound financial management practices which have led to a consistent bond rating, CWD intends to develop a new comprehensive financial plan, including studies to determine both the actual cost of service and the schedule of rates, that CWD will institute for the years 2016 through 2020. In addition, while the comprehensive financial plan to be developed for CWD will specifically cover the time period from 2016 through 2020, the selected consultant will also be required to study and consider the long term impacts that any recommendations implemented as a result of these studies will have upon the financial well-being of CWD. For the purpose of this study, this long term period shall be defined as the period from 2016 through 2030.

## **DIVISION OF WATER**

CWD is one of the largest public water supply agencies in the United States. The division was created in 1853 and commenced operations in September of 1856 and it has been in continuous operation for more than 150 years. CWD is responsible for collecting, treating, pumping and delivering clean, safe potable water throughout its service area of more than 640 square miles which is located in Northeastern Ohio and includes the vast majority of the Greater Cleveland Metropolitan Area. CWD is also responsible for operating and maintaining a massive distribution system which contains in excess of 5,000 miles of water mains, 65,000 fire hydrants and 115,000 main line valves.

As a major regional utility, CWD provides retail water service to approximately 418,350 retail accounts within the City and 68 suburban communities. In addition, CWD also sells water on a wholesale basis to eight (8) other suburban communities. CWD also provides Emergency Standby Service on an as needed basis to three (3) water systems that are adjacent to the CWD service area. Thus, CWD provides potable water service to a population in excess of 1.4 million people throughout the Northeast Ohio region.

In 2014, CWD produced and delivered in excess of 222 million gallons of water per day via its four major water production facilities and its numerous secondary pumping stations and storage facilities. This production translated into total metered consumption of approximately 6,112,000 MCF (thousand cubic feet) of water and total metered sales revenue (including the quarterly fixed charge revenue collected per account) of approximately \$275.8 million. Additional detailed information concerning CWD operational statistics and its financial position is available upon request.

Appendix A to this Request for Proposal (RFP) presents the current CWD Water Rate Schedule. The direct service water rates in this schedule apply uniformly to residential, commercial, industrial and certain governmental accounts within each rate district.

The direct service water rate schedule also includes affordability programs (Homestead Rates) for low income homeowners who are either senior citizens (65 years of age or over) or who permanently disabled. Homestead Rates do not have an incremental increase for each additional MCF consumed per quarterly billing period. The CWD Water Rate Schedule also includes uniform MCF charges for the volumes of water purchased by Master Meter Communities on a wholesale basis. Master Meter Communities are invoiced on a monthly billing cycle.

When a series of water rate increases was adopted in 1996, Cleveland City Council also passed Ordinance No. 566-96 which stipulates that notice must be given to the Council and published in the City Record at least six months in advance of future rate increase requests. In addition, the Water Service Agreements that have been executed between the City of Cleveland and the various suburban communities which CWD serves also contains a clause that requires the City to give written notice of proposed rate changes 60 days prior to implementation. Therefore, in order for CWD to have future rates in place for the years 2016 and beyond, it is imperative that CWD begin the planning process now.

A pre-proposal conference will be held the Carl B. Stokes Public Utilities Building, 1201 Lakeside Avenue, Cleveland, OH 44114 on April 15, 2015 @ 10:00 a.m. Eastern Time. At or before the conference, interested parties may submit or ask questions pertaining to this RFP and the services desired.

Prospective proposers are encouraged to attend the conference although attendance is not mandatory.

Each firm shall submit ten (10) complete proposals, consisting of an original and nine (9) complete duplicates, and an electronic copy on CD-ROM, to the City no later than 4:00 p.m., Eastern Time, on Friday May 1, 2015. **No proposals will be accepted after that time unless the City extends the deadline by a written addendum.**

Separate, sealed technical and fee proposals may be mailed or delivered to the address below and must be clearly identified on the outside of the envelope(s) as: City of Cleveland: Water Financial Study 2016-2020

Simon Mastroianni  
Department of Public Utilities  
1201 Lakeside Avenue; 4<sup>th</sup> Floor  
Cleveland, Ohio 44114

If hand-delivered, proposals should be addressed as above and delivered to Simon Mastroianni, located at the above address.

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 their sole discretion, modify or amend any provision of this notice or the RFP.

## **Scope of Services**

### **Water Financial Study (including Miscellaneous Fees and Services)**

DPU has established a long term plan for CWD. The consultant will be expected to review this plan and determine the assumptions and associated costs for the 5 years under review.

The basic Scope of Services for performing a water financial study shall include but is not limited to the following elements:

#### **Operation and Maintenance Expenses**

- ◆ Review past history of operation and maintenance expenses for CWD. Conduct a detailed review using the City's current chart of accounts and project future O & M costs on a detailed basis.

#### **Capital Financing Plan**

- ◆ Review capital improvement plans for CWD and project annual funding needs for capital projects, including both existing and future debt service and coverage, for the years under review.
- ◆ Review CWD's current 10-year CIP to ensure plan is appropriate based on overall assets and their condition for the division.

- ◆ In consultation with CWD staff, identify all capital outlay requirements and other future capital projects and major initiatives for the financial period.
- ◆ Review and verify all capital requirements and develop a 5-year CIP for CWD for the years under review.
- ◆ Identify the funding mix (debt vs. pay-as-you-go) and evaluate various types of financing available (fixed rate, variable rate, state revolving fund (SRF), OWDA, and others) to optimize funding needs.
- ◆ Develop financing plans with various options for consideration and make recommendations.
- ◆ Develop a schedule of annual debt service costs (existing plus new), as well as capital funded by operating revenue (pay-as-you-go) for the years under review.

### **Total Revenue Requirements**

- ◆ Estimate the total income required annually for the period under review to adequately support CWD.

### **Miscellaneous Revenues**

- ◆ Analyze all sources of non-metered sales revenue available to CWD including interest income, miscellaneous revenue, various ancillary fees and charges (see below) and revenue from un-metered fire line services.

### **Ancillary Fees**

Miscellaneous ancillary fees are those fees that are associated with services provided only to specific customers. These charges are generally assigned only to those customers who directly benefit from the services and who are responsible for the costs being incurred. New service connections, hydrant fees and reading sewer exempt meters are examples of these various miscellaneous services. A listing of all of these Miscellaneous Fees and Services for CWD is attached to this RFP as Appendix B.

The selected consultant will be required to study and calculate the actual costs of providing all of these miscellaneous services contained in Appendix B. The selected consultant will then be required to project the costs for providing these services during the years under review. The consultant will then be in a position to and will be required to recommend fee levels to CWD that should be charged for those services directly to those customers who benefit from the services.

It is CWD intention to increase these existing fees and charges in order to equitably distribute those costs that are not common to all customers, thereby limiting the percentage of and/or the dollar amount of future increases in the general water rates. CWD hopes that this action will reduce the required percentage of future water and sewer rate increases on a fairly substantial basis.

The basic Scope of Services for developing separate cost justifications, and recommending the dollar amounts for the various ancillary fees and charges for CWD, includes but is not limited to the following:

- ◆ Accumulate all raw cost data that is needed for analyzing the costs incurred by CWD in providing each of the specialized services. This data should include a description of the specific activities involved in providing these services as well as projecting the volume of transactions for each fee during the study period.
- ◆ Perform a detailed cost analysis for each service and recommend the charges to be assessed. The cost justification for the service should include an estimate of direct labor costs, labor cost for any support services, material costs including mark-ups, equipment used, travel time and appropriate overhead factors.
- ◆ Make a recommendation of the fees and charges to be increased by CWD, complete with calculations, fee levels and comparisons with those at other comparable utilities. The consultant must also address any legal or legislative issues which would need to be considered regarding implementation of the recommended fees.
- ◆ Project revenues to be derived from implementing the various ancillary fees and charges for CWD as recommended above. Estimate the revenue to be generated from these fees and factor into the financial analysis.

### **Rates for Un-metered Fire Protection Service**

In the same manner as the other Miscellaneous Fees and Services, commercial properties that are serviced by an un-metered private fire protection service line receive a separate and distinct service that is only provided to these specific customers. Accordingly, per AWWA recommendation, the costs that are generally allocated to the providing of this type of service should be borne directly by those customers who benefit from the service and who are responsible for the costs being incurred.

Therefore, the selected consultant will be required to complete a cost of service study to identify and calculate the actual costs of the providing of these services in accordance with the methodologies recommended by the American Water Works

Association (AWWA). This study must also include a detailed projection of the costs for the providing these services during the years under review. The consultant will then be in a position to recommend fee levels to CWD that should be charged for those services directly to those customers who benefit from the services. Please see Appendix B which includes the current schedule of private fire protection charges.

This study should include the following elements.

- ◆ Perform a thorough cost of service analysis for providing un-metered fire line service by CWD through various size connections.
- ◆ Project the increase/decrease in number of accounts for each size connection.
- ◆ Review historical fire line revenue and project future revenue based upon CWD's current quarterly rate schedule for un-metered fire line service.
- ◆ Based upon the difference between projected costs and revenue, recommend quarterly rates for un-metered fire line service for the years under review. Estimate the revenue to be generated from these fire line rate modifications and factor this revenue into the financial analyses.

#### **Other Miscellaneous Revenue**

- ◆ Based upon all of the information available, project the amounts of all other types of miscellaneous revenue for CWD for the years under review and factor these projections into the financial analyses.

#### **Minimum Revenue Required from Metered Sales Revenue**

- ◆ Based upon the consultant's projections for all of the anticipated costs and expenses, and comparing that with all of their projected revenue from sources that are not directly related to the sale of water, the consultant will then be able to determine the total income required from both metered sales revenue and the quarterly customer service charge annually for the years under review for CWD.

#### **Metered Sales Revenue**

- ◆ Based upon the forecasted consumption levels, project annual water sales revenue that might be realized for the period under review with the water rates that are in effect for the year 2015.

- ◆ Compare the results of total projected metered sales revenue, with the water rates in effect for the year 2015, to the total metered sales revenue required for the years under review. Determine the shortfalls annually generated for the years under review for CWD.

## **Water Rate Adjustments**

- ◆ Develop a preliminary schedule of annual incremental water and sewer rate adjustments, including the CWD quarterly customer service charge, for the period under review that would eliminate the shortfalls. Determine the impact which rate and customer service charge increases of varying percentages will have upon consumption levels in various service districts.
- ◆ Develop combinations of recommended water and sewer rate increases, including the CWD quarterly customer service charge, private fire line rate increases and miscellaneous service fee levels for consideration that would satisfy the revenue shortfall. This task would include performing what-if scenarios of various rate and fee combinations.
- ◆ Develop alternate water rate schedules for consideration that account for converting direct service accounts to a monthly billing cycle.
- ◆ Study and analyze the concept of implementing separate rate schedules for various classes of customers - i.e. residential, commercial, and industrial, etc.
- ◆ Determine the impact of our Homestead Exemption Program, as well as our low income affordability programs for economically disadvantaged customers, on future projected water sales revenue.
- ◆ Consider the factor of price elasticity in the proposed water rate schedule.
- ◆ The fact that the City of Cleveland owns the water system must be considered in the rate structure design and the proposed rate schedule.
- ◆ Perform impact/sensitivity analysis for various rate alternatives.
- ◆ Make recommendation of water rates for adoption by the Board of Control and approval by Cleveland City Council for the period of under review
- ◆ Provide CWD with a computerized rate model for their use in the future as subsequently described.

## **Rate Schedule Goals and Objectives**

- ◆ CWD desires to incorporate the following goals and objectives into the development of all new rate and fee schedules to the greatest extent possible.
  - cost of service recovery
  - minimizing customer impacts
  - legality
  - conservation/demand management
  - affordability to disadvantaged customers
  - revenue stability
  - equitable contributions from new customers
  - ease of understanding
  - ease of updating
  - ease of implementation
  - rate stability
  - economic development
  
- ◆ The selected consultant, in consultation with DPU staff, will categorize and prioritize objectives.
  
- ◆ Selected consultant will identify rate alternatives that meet the goals and objectives.
  
- ◆ DPU management will select preferred alternatives.

## **5-Year Pro-Forma Analysis**

- ◆ For all the proposed rate and fee scenario combinations, compile the results of projected total revenues, projected O & M expenses, debt service requirements and capital requirements into a pro-forma analysis to project CWD's results of operations for the years under review.
  
- ◆ Include in the pro-forma tables projections of CWD's revenue bond debt service coverage ratios and unencumbered cash fund balance at year's end.

## **Computerized Financial Planning and Rate Model**

- ◆ Based on the selected scenario, provide CWD with a computerized working rate model for use in revising and updating its financial plans, cost of service and rate design formulas on a routine basis.

- ◆ The computerized rate model will be used to revise and update projections, calculate adjustments and to conduct “what-if” scenarios based on the impact of changing various system variables such as growth, inflation, budget changes, CIP schedules, etc.
- ◆ Computerized rate model is to be user friendly, developed using Microsoft Excel spreadsheet software and tailored specifically to CWD requirements.
- ◆ Provide appropriate training on the use of the water and sewer financial planning and rate model to CWD staff.

### **Final Water Financial Reports**

- ◆ Compile final water financial report for CWD including results, recommendations and implementation plans.

### **Project Schedule and Deliverables**

The City has established the following list of reports that the consultant will be required to provide as deliverables. The City reserves the right to modify the list of deliverables at any time before execution of a contract and to add, delete, or otherwise amend any report or other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the City.

- A. Written report summarizing the work completed, including the recommendations.
- B. Presentation of results to the Council on an agreed upon date when the review is completed.
- C. The City reserves the right to add related services as needed.
- D. Unless otherwise expressly provided, the term of the Agreement shall begin upon its date of execution and, unless extended by City or unless sooner canceled or terminated under the provisions of the Agreement, shall expire when all required deliverables have been submitted to and approved by the Director and all other Services have been satisfactorily performed and accepted by the Director.

### **Proposal Requirements**

- A. Submission of Proposal

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

- 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.
- i. 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 via e-mail to [Simon\\_Mastroianni@ClevelandWater.com](mailto:Simon_Mastroianni@ClevelandWater.com) no later than May 21, 2015.

## 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://cleveland.diversitycompliance.com>. You will find a selection in the right side of the page 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. Anticipated Proposal Processing

The City anticipates it will - but neither promises nor is it obligated to - process proposals received according to the following schedule:

Date	Event
Wednesday, April 8, 2015	Release RFP
Wednesday, April 15, 2015	Pre-Proposal Conference
Wednesday, April 22, 2015	Last day for questions
<b>Friday, May 1, 2015</b>	Proposals due
Monday, May 4, 2015	DPU distributes qualifying proposals to Selection Committee
<b>Monday, May 11, 2015</b>	Selection Committee members complete individual scoring for qualifying proposals
<b>Wednesday, May 13, 2015</b>	Shortlist - Procurement calculates an overall proposal score for each consultant; produces a Summary of Overall Proposal Scores; submits summary to Committee for sign-off

Date	Event
<b>Friday, May 15, 2015</b>	Evaluation & Selection meet to review Finalist
<b>Monday, May 18, 2015</b>	Begin the scheduling of Oral Presentations
<b>Week of May 26, 2015</b>	Vendors conduct Oral Presentation
<b>Wednesday, June 3, 2015</b>	Contract award decision
<b>Tuesday, June 9, 2015</b>	CRC approval of award
<b>Wednesday, June 17, 2015</b>	BOC approval of award
Thursday, June 18, 2015	Contract prep to Law department
Friday, July 17, 2015	Contract Finalized
<b>Week of September 21, 2015</b>	Financial Plan Analysis (Rate Study) due from Consultant

D. Interpretation

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

**Qualification for Proposal**

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

- i. Provide evidence that it has a minimum of five (5) continuous years of experience leading up to the proposal response to this RFP of providing and implementing environmental, health, safety and engineering services relating to the required services and deliverables described in this RFP.

- 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.

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 \$200,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
- 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.

## **Proposal Contents**

Each technical proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized so as to facilitate its evaluation of the consultant's ability to perform environmental, health, safety and engineering services. There is a limit of fifty (50) pages per technical proposal.

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

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.

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

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is 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.

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.

- B. **Executive Summary:** The Executive Summary should provide a complete and concise summary of Proposer's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The Executive Summary should briefly state why Proposer is the best candidate for the engagement. 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. If no deviations or exceptions are identified, Proposer understands that if the City accepts the Proposer's proposal, it must comply with and conform to all of the requirements of the RFP.
- 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.

Proposer may include as much information as needed to differentiate its services and product(s) from other Proposers. At a minimum, please include, the following:

- i. How Proposer meets or exceeds the qualifications;
- ii. A description of the nature of the firm's experience in providing the service(s) and/or product(s) sought by this RFP and state the number of persons currently employed for such purpose;
- iii. The total number of such engagements and the clients comparable to the City for which the firm has provided like or similar services within the last five (5) years; and
- iv. The names and addresses of at least three (3) references for the firm's professional capabilities and at least three (3) written, verifiable, references dated within the last six 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. Each reference shall include the name, e-mail address, and telephone number of a contact person.

**E. Proposed Services:**

- i. Proposer shall describe in detail how Proposer's management and operating plan for delivery of the services for the engagement or project will achieve the intent and goal(s) of the RFP. In its response to this sub-section, Proposer shall provide or describe:
  - a. An organizational chart specific for the proposed engagement or project;
  - b. Resumes of key management personnel;
  - c. Trouble shooting/follow-up protocols;
  - d. At least three (3) examples of work performed at similarly sized utilities.
- ii. **Environmental Sustainability:** Describe how the proposed services/project/solution incorporate environmental sustainability

**F. 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 (it is estimated that the financial study will require no more than 10 trips to the City). 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.

See Appendix D – Fee Proposal Template.

- G. **Financial Information:** The Proposer shall include the following financial information:

Any financial information required will be requested only from any Proposer that is “short-listed”.

- H. **Proposers Affidavit:** Proposer shall submit with its proposal an affidavit stating that neither it nor its agents, nor any other party acting for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract proposed to result from its proposal, and further agreeing that no such money or reward will be paid. Submit with Proposer's fee proposal.

- I. **Required City Forms:** Proposer shall complete, execute, and return with its fee proposal the following documents, blank copies of which are attached to this RFP as Appendix C:

- i. The Office of Equal Opportunity Notice to Bidders and Schedules;
- ii. Federal Form W-9 including Taxpayer Identification Number;
- iii. Non-Competitive Bid Contract Statement for Calendar Year 2015
- iv. Vendor Entry Form
- v. Northern Ireland Fair Labor Practices Affidavit

### **Proposal Evaluation; 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. Experience and Staff
- ii. Proposed Services
- iii. Fees

iv. CSB Participation

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.

- 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.

## **APPENDIX A**

### **WATER RATE SCHEDULE**

§ 535.04 Water Rates

(a) *Water Rates.*

(1) *Quarterly Water Rate Schedule for Direct Service Accounts.*

Fixed Charge* (Expressed in dollars per quarter)					
Description	2011	2012	2013	2014	2015
Homestead	\$12.50	\$12.50	\$14.00	\$15.50	\$17.00
5/8 in. to 1 in. Meter	\$18.00	\$18.00	\$21.00	\$24.00	\$27.00
1-1/2 in. to 2 in. Meter	\$36.00	\$36.00	\$41.00	\$47.00	\$53.00
3 in. to 4 in. Meter	\$120.00	\$120.00	\$140.00	\$160.00	\$180.00
6 in. Meter	\$220.00	\$220.00	\$250.00	\$290.00	\$320.00
8 in. Meter	\$330.00	\$330.00	\$380.00	\$430.00	\$480.00
10 in. Meter	\$410.00	\$410.00	\$480.00	\$540.00	\$610.00
12 in. Meter	\$500.00	\$500.00	\$570.00	\$650.00	\$730.00

\* Fixed Charge for Compound Meters is based upon the larger size. Also, Fixed Charges are not prorated but apply to all quarterly bills generated in a specific calendar year.

Water Consumption Charges** (Expressed in dollars per MCF)					
Description	2011	2012	2013	2014	2015
City of Cleveland Regular Rates					
0 to .1 MCF	\$12.58				
0 to .6 MCF	N/A	\$13.76	\$15.51	\$17.34	\$19.26
Additional MCFs	\$26.90	\$27.52	\$29.48	\$31.22	\$32.74
Homestead - All MCFs	\$5.59	\$6.88	\$8.53	\$10.41	\$12.52
Low and 1st High Service Suburbs Regular Rates					
0 to 1 MCF	\$19.50				

0 to .6 MCF	N/A	\$20.47	\$22.11	\$23.63	\$25.04
Additional MCFs	\$41.70	\$41.70	\$42.01	\$42.53	\$42.56
Homestead - All MCFs	\$8.66	\$10.23	\$12.16	\$14.18	\$16.27
2nd High Service Suburbs Regular Rates					
0 to 1 MCF	\$22.64				
0 to .6 MCF	N/A	\$24.08	\$26.38	\$28.62	\$30.82
Additional MCFs	\$48.42	\$48.42	\$50.11	\$51.51	\$52.39
Homestead - All MCFs	\$10.06	\$12.04	\$14.51	\$17.17	\$20.03
3rd High Service Suburbs*** Regular Rates					
0 to 1 MCF	\$25.91				
0 to .6 MCF	N/A	\$27.62	\$30.33	\$33.00	\$35.63
Additional MCFs	\$55.41	\$55.41	\$57.63	\$59.39	\$60.57
Homestead - All MCFs	\$11.52	\$13.81	\$16.68	\$19.80	\$23.16

\*\* Water Consumption Charges are prorated if a billing cycle covers a multi-year period.

\*\*\* Including all direct service communities in Medina, Summit and Geauga Counties  
(2) *Monthly Water Rate Schedule for Direct Service Accounts.*

Fixed Charge* (Expressed in dollars per month)					
Description	2011	2012	2013	2014	2015
All Accounts					
5/8 in. to 1 in. Meter	\$6.00	\$6.00	\$7.00	\$8.00	\$9.00
1-1/2 in. to 2 in. Meter	\$12.00	\$12.00	\$14.00	\$16.00	\$18.00
3 in. to 4 in. Meter	\$40.00	\$40.00	\$47.00	\$53.00	\$60.00
6 in. Meter	\$73.00	\$73.00	\$83.00	\$97.00	\$107.00
8 in. Meter	\$110.00	\$110.00	\$127.00	\$143.00	\$160.00
10 in. Meter	\$137.00	\$137.00	\$160.00	\$180.00	\$203.00

12 in. Meter	\$167.00	\$167.00	\$190.00	\$217.00	\$243.00
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\* Fixed Charge for Compound Meters is based upon the larger size. Also, Fixed Charges are not prorated but apply to all quarterly bills generated in a specific calendar year.

<b>Water Consumption Charges**</b> (Expressed in dollars per MCF)					
Description	2011	2012	2013	2014	2015
<b>City of Cleveland</b>					
Regular Rates					
0 to .33 MCF	\$12.58				
0 to .2 MCF	N/A	\$13.76	\$15.51	\$17.34	\$19.26
Additional MCFs	\$26.90	\$27.52	\$29.48	\$31.22	\$32.74
Homestead - All MCFs	\$5.59	\$6.88	\$8.53	\$10.41	\$12.52
<b>Low and 1st High Service Suburbs</b>					
Regular Rates					
0 to .33 MCF	\$19.50				
0 to .2 MCF	N/A	\$20.47	\$22.11	\$23.63	\$25.04
Additional MCFs	\$41.70	\$41.70	\$42.01	\$42.53	\$42.56
Homestead - All MCFs	\$8.66	\$10.23	\$12.16	\$14.18	\$16.27
<b>2nd High Service Suburbs</b>					
Regular Rates					
0 to .33 MCF	\$22.64				
0 to .2 MCF	N/A	\$24.08	\$26.38	\$28.62	\$30.82
Additional MCFs	\$48.42	\$48.42	\$50.11	\$51.51	\$52.39
Homestead - All MCFs	\$10.06	\$12.04	\$14.51	\$17.17	\$20.03
<b>3rd High Service Suburbs***</b>					
Regular Rates					
0 to .33 MCF	\$25.91				
0 to .2 MCF	N/A	\$27.62	\$30.33	\$33.00	\$35.63
Additional MCFs	\$55.41	\$55.41	\$57.63	\$59.39	\$60.57
Homestead - All MCFs	\$11.52	\$13.81	\$16.68	\$19.80	\$23.16

\*\* Water Consumption Charges are prorated if a billing cycle covers a multi year period.

\*\*\* Including all direct service communities in Medina, Summit and Geauga Counties

(3) *Monthly Master Meter Water Rate Schedule.*

Water Consumption Charges (Expressed in dollars per MCF)					
Community	2011	2012	2013	2014	2015
Bedford	\$31.54	\$31.54	\$31.54	\$32.53	\$33.35
Chagrin Falls	\$35.76	\$35.76	\$36.14	\$37.51	\$38.56
Cleveland Heights	\$31.50	\$31.50	\$31.50	\$32.53	\$33.35
Lakewood	\$27.10	\$27.10	\$27.10	\$27.10	\$27.10
Gauga County	\$38.72	\$38.72	\$38.72	\$38.72	\$38.72

(4) *Emergency Stand By Water Rate Schedule.*

Water Consumption Charges (Expressed in dollars per MCF)					
Community	2011	2012	2013	2014	2015
Berea	\$39.44	\$39.44	\$39.44	\$39.44	\$39.44
Lake County	\$38.36	\$38.36	\$38.36	\$38.36	\$38.36
Lorain County	\$39.44	\$39.44	\$39.44	\$39.44	\$39.44
North Ridgeville	\$31.41	\$31.41	\$31.41	\$31.41	\$31.41
Medina County	\$45.72	\$45.72	\$45.72	\$45.72	\$45.72
Summit County	\$45.72	\$45.72	\$45.72	\$45.72	\$45.72
Hudson	\$45.72	\$45.72	\$45.72	\$45.72	\$45.72
Portage County	\$45.72	\$45.72	\$45.72	\$45.72	\$45.72
1 MCF = approximately 7,500 gallons					

(b) *For Master Meter Communities.* All bills for water furnished shall be rendered monthly to the municipality or district to which water is so furnished, and if not paid within fifteen (15) days after the date of billing by the City of Cleveland, such bills shall be subject to a penalty of five percent (5%) added thereto. In the event that any monthly bill is not paid within four (4) months after written notice is given by the City of

Cleveland, the City of Cleveland may, at its option, cease to furnish water to such municipality or district pending payment of any overdue amount.

(c) *Rates for Standby Emergency Water Service.* The rates to be charged for standby emergency water service shall consist of an annual standby fee of three thousand six hundred dollars (\$3,600.00) per year in addition to the charge for consumption provided in division (a) of this section. Standby fees for standby emergency water service shall be payable in advance. All bills for water furnished under this section shall be rendered upon the termination of customer's emergency period or, if the duration of the emergency is longer than thirty (30) days, in thirty (30) day intervals. In the event that any standby fee is not paid in advance or any consumption bill is not paid within four (4) months after written notice is given by the City of Cleveland, the City of Cleveland may at its option, cease to furnish standby emergency water service to such customer pending payment of any overdue amount.

(d) *Large Industrial Customers.* All water used in excess of sixty-two million five hundred thousand (62,500,000) cubic feet during a three (3) month billing period shall be charged at a rate of seventy-five percent (75%) of the rate prescribed in this section for water used in excess of one thousand (1,000) cubic feet.

(e) *Customers Supplied from More than One (1) Service District.* Customers with premises supplied with water from more than one (1) service district shall be billed at the rate for the service district from which the predominant quantity of water is supplied.

(f) Water rates shall be charged based on the location of the water meter when determining whether a water account is located within City of Cleveland or a suburban community, or whether it is located within Cuyahoga County.

(g) All rates shall be effective on January 1 of each year, except for 2011 which shall be effective July 16, 2011.

(Ord. No. 462-11. Passed 5-23-11, eff. 6-22-11)

## **APPENDIX B**

### **MISCELLANEOUS FEES AND SERVICES**

§ 535.06 Fees and Charges

(a) *New Connections (Taps, Fire Supply) (Ductile Iron Prices).*

	2011	2012	2013	2014	2015
1 in.	\$299	\$310	\$320	\$332	\$342
1-1/2 in.	\$1,430	\$1,479	\$1,527	\$1,587	\$1,636
2 in.	\$1,551	\$1,604	\$1,656	\$1,721	\$1,775
3 in.	\$1,560	\$1,614	\$1,666	\$1,732	\$1,785
4 in.	\$1,990	\$2,059	\$2,126	\$2,209	\$2,277
6 in.	\$2,094	\$2,165	\$2,236	\$2,323	\$2,396
8 in.	\$2,355	\$2,436	\$2,515	\$2,613	\$2,695
10 in.	\$2,804	\$2,900	\$2,994	\$3,111	\$3,208
12 in.	\$3,925	\$4,060	\$4,191	\$4,355	\$4,491

For concrete pipe add 55% surcharge

(b) *Curb Valves (Flat Rate Labor Only).*

	2011	2012	2013	2014	2015
1-1/2 in.	\$144	\$149	\$153	\$159	\$164
2 in.	\$144	\$149	\$153	\$159	\$164
3 in.	\$287	\$297	\$307	\$319	\$329
4 in.	\$287	\$297	\$307	\$319	\$329
6 in.	\$287	\$297	\$307	\$319	\$329
8 in.	\$287	\$297	\$307	\$319	\$329
10 in.	\$431	\$446	\$460	\$478	\$493
12 in.	\$431	\$446	\$460	\$478	\$493

(c) *Tapping Sleeve and Valve (For Tying New Main to Existing Main).*

	2011	2012	2013	2014	2015
8 in. or less	\$2,355	\$2,436	\$2,515	\$2,613	\$2,695
10 in.	\$2,804	\$2,900	\$2,994	\$3,111	\$3,208
12 in.	\$3,925	\$4,060	\$4,191	\$4,355	\$4,491

16 in. or greater (deposit + cost)	\$5,011	\$5,243	\$5,484	\$5,745	\$6,008
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For concrete pipe add 55% surcharge

(d) *Plugging Connections (Fee Only Includes Actual Plugging of Connection; Excavation and Restoration Will Be Invoiced at Cost).*

	2011	2012	2013	2014	2015
<2 in.	\$1,599	\$1,675	\$1,753	\$1,837	\$1,923
2 in. - 12 in.	\$2,132	\$2,232	\$2,337	\$2,449	\$2,563
>12 in.	\$2,665	\$2,790	\$2,921	\$3,061	\$3,203

(e) *Meter Settings.*

	2011	2012	2013	2014	2015
1 in. or smaller	\$157	\$162	\$167	\$174	\$179
1-1/2 in.	\$470	\$486	\$502	\$522	\$538
2 in.	\$470	\$486	\$502	\$522	\$538
3 in.	\$470	\$486	\$502	\$522	\$538
4 in.	\$618	\$639	\$660	\$686	\$707
6 in.	\$812	\$840	\$868	\$902	\$930
8 in.	\$1,027	\$1,063	\$1,097	\$1,140	\$1,176
10 in.	\$1,293	\$1,338	\$1,381	\$1,435	\$1,480
12 in.	\$1,582	\$1,636	\$1,689	\$1,755	\$1,810

(f) *Install/Replace Meters.*

	2011	2012	2013	2014	2015
1 in. or smaller - vault setting	\$191	\$251	\$258	\$296	\$307
1 in. or smaller - inside setting w/ remote reading device	\$235	\$297	\$305	\$344	\$358
1 in. - vault	\$224	\$286	\$293	\$333	\$345

setting					
1 in. - inside setting w/ remote reading device	\$275	\$339	\$348	\$390	\$404
2 in.	\$281	\$366	\$376	\$417	\$432
3 in.	\$780	\$883	\$909	\$972	\$1,004
4 in.	\$1,387	\$1,511	\$1,558	\$1,645	\$1,698
6 in.	\$2,983	\$3,162	\$3,262	\$3,416	\$3,524
8 in.	\$5,005	\$5,253	\$5,421	\$5,659	\$5,838
10 in.	\$5,959	\$6,239	\$6,439	\$6,718	\$6,929
12 in.	\$8,341	\$8,704	\$8,984	\$9,362	\$9,655
2 in. compound	\$1,779	\$1,948	\$2,007	\$2,141	\$2,213
3 in. compound	\$2,171	\$2,375	\$2,448	\$2,599	\$2,684
4 in. compound	\$2,562	\$2,780	\$2,866	\$3,033	\$3,131
6 in. compound	\$4,413	\$4,695	\$4,843	\$5,087	\$5,250
8 in. compound	\$7,017	\$7,388	\$7,623	\$7,976	\$8,229
10 in. compound	\$8,355	\$8,771	\$9,052	\$9,460	\$9,759
12 in. compound	\$11,695	\$12,226	\$12,619	\$13,167	\$13,581

(g) *Regulators.*

	2011	2012	2013	2014	2015
8 in. (cost plus)	\$2,478	\$2,566	\$2,655	\$2,748	\$2,845
12 in. (cost plus)	\$4,131	\$4,275	\$4,425	\$4,580	\$4,740

(h) *Water Use from Hydrants and Other Unmetered Sources.*

	2011	2012	2013	2014	2015
Permit	\$40	\$42	\$44	\$46	\$48
Volume Charge (\$/MCF/service area)	Charged at additional MCF rate in applicable rate district where hydrant is located				
Meter/Valve/BF	\$1,125	\$1,150	\$1,175	\$1,200	\$1,225

Assembly Refundable Deposit					
Meter Rental Fee	\$35 1st wk; \$25/wk after				

(i) *Miscellaneous Engineering Services.*

	2011	2012	2013	2014	2015		
Copy fee for roll maps, engineering dwgs. - per sq. ft			\$0.30	\$0.32	\$0.34	\$0.36	\$0.38
Plan reviews - per plan & profile dwg.* containing water work			\$500	\$510	\$520	\$530	\$540
As-built creation - refundable deposit - per plan & profile dwg.* containing water work			\$500	\$500	\$500	\$500	\$500
As-built processing fee - per plan profile dwg.* containing water work							
Hard or paper copier - per dwg.			\$250	\$250	\$250	\$250	\$250
AutoCad format - per dwg.			\$100	\$100	\$100	\$100	\$100
GIS format per CWD stds. - per dwg.			\$25	\$25	\$25	\$25	\$25
Plumber certification			\$44	\$46	\$47	\$49	\$51
Backflow prevention testing fee - CWD processing fee			\$5	\$6	\$7	\$8	\$9
Backflow prevention testing fee - vendor processing fee			\$9.95	\$9.95	\$9.95	\$9.95	\$9.95

\* D-size drawing

(j) *Disinfection of Water Mains.*

Charg	2011	2011	2012	2012	2013	2013	2014	2014	2015	2015
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es for services:	min. charges	per ft. charge*								
4 in. diameter	\$660	\$0.55	\$684	\$0.57	\$720	\$0.60	\$756	\$0.63	\$792	\$0.66
6 in.	\$660	\$0.55	\$684	\$0.57	\$720	\$0.60	\$756	\$0.63	\$792	\$0.66
8 in.	\$840	\$0.70	\$888	\$0.74	\$936	\$0.78	\$972	\$0.81	\$1,032	\$0.86
10 in.	\$840	\$0.70	\$888	\$0.74	\$936	\$0.78	\$972	\$0.81	\$1,032	\$0.86
12 in.	\$1,032	\$0.86	\$1,080	\$0.90	\$1,140	\$0.95	\$1,200	\$1.00	\$1,260	\$1.05
16 in.	\$1,140	\$0.95	\$1,188	\$0.99	\$1,248	\$1.04	\$1,308	\$1.09	\$1,380	\$1.15
20 in. or greater (deposit + cost) invoiced at actual cost	\$3,200 deposit, invoiced at actual cost		\$3,300 deposit, invoiced at actual cost		\$3,400 deposit, invoiced at actual cost		\$3,500 deposit, invoiced at actual cost		\$3,600 deposit, invoiced at actual cost	
Come Back Fee	\$350		\$360		\$370		\$380		\$390	
* Per ft. charge applies only when the minimum is exceeded										

(k) *Meter Test at Customer's Request (Red Tag, Flow Test).*

	2011	2012	2013	2014	2015
1 in. or less	\$52	\$54	\$56	\$58	\$60
1 in. to 4 in.	\$106	\$110	\$113	\$118	\$121
Over 4 in.	\$210	\$218	\$225	\$234	\$241

(l) *Manual Meter Read; Re-registering Meters.*

	2011	2012	2013	2014	2015
(\$/read)	\$1.47	\$1.54	\$1.62	\$1.70	\$1.79
(\$/read/post AMR meter option*)			\$32.00	\$32.00	\$32.00
* Fee applies where, at the Director's discretion, customer opts out of an AMR meter/endpoint and thereafter requests a manual meter read.					

(m) *Special Service Calls by Customer Request.*

	2011	2012	2013	2014	2015
	\$18	\$19	\$20	\$21	\$22

(n) *Charge for Appointment Broken by Customer.*

	2011	2012	2013	2014	2015
	\$29	\$30	\$31	\$32	\$33

(o) *Returned Checks.*

	2011	2012	2013	2014	2015
	\$30	\$31	\$32	\$33	\$34

(p) (1) *Quarterly Flat Rate for Unmetered Fire Line Service.*

Connection Size	2011	2012	2013	2014	2015
1-1/2 in.	\$41.57	\$43.45	\$43.93	\$44.56	\$46.27
2 in.	\$41.57	\$43.45	\$43.93	\$44.56	\$46.27
3 in.	\$41.57	\$43.45	\$43.93	\$44.56	\$46.27
4 in.	\$113.08	\$118.20	\$119.51	\$121.23	\$125.87
6 in.	\$162.96	\$170.34	\$172.23	\$174.70	\$181.39
8 in.	\$291.00	\$304.17	\$307.55	\$311.96	\$323.91
10 in.	\$455.62	\$476.24	\$481.53	\$488.44	\$507.15
12 in.	\$621.91	\$650.06	\$657.28	\$666.71	\$692.25

(2) *Monthly Flat Rate for Unmetered Fire Line Service.*

Connection Size		2011	2012	2013	2014	2015
1-1/2 in.	\$13.86	\$14.48	\$14.64	\$14.85	\$15.42	
2 in.	\$13.86	\$14.48	\$14.64	\$14.85	\$15.42	
3 in.	\$13.86	\$14.48	\$14.64	\$14.85	\$15.42	
4 in.	\$37.69	\$39.40	\$39.84	\$40.41	\$41.96	
6 in.	\$54.32	\$56.78	\$57.41	\$58.23	\$60.46	
8 in.	\$97.00	\$101.89	\$102.52	\$103.99	\$107.97	
10 in.	\$151.87	\$158.75	\$160.51	\$162.81	\$169.05	
12 in.	\$207.30	\$216.69	\$219.09	\$222.24	\$230.75	

## **APPENDIX C**

### **REQUIRED CITY FORMS**



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

**SUBCONTRACTOR PARTICIPATION GOAL**

**PROFESSIONAL SERVICES CONTRACT**

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

**10% CSB Participation**

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

<http://cleveland.diversitycompliance.com>

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



**MAYOR'S OFFICE OF EQUAL OPPORTUNITY**

**CLEVELAND AREA BUSINESS CODE**

**NOTICE TO BIDDERS**  
**&**  
**OEO SCHEDULES**

**City of Cleveland**  
**Frank G. Jackson, Mayor**

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**Natoya J. Walker Minor, Director**  
Office of Equal Opportunity

**EQUAL OPPORTUNITY CLAUSE**  
**(Section 187.22(b) C.O.)**

Each Contract also shall contain the following equal opportunity clause:

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

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

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

**Cleveland Area Business Code**

**NOTICE TO BIDDERS**

**1. Introduction:**

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

**2. Definitions:**

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

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

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

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

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

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

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

### **3. Required OEO Schedules:**

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

#### **Schedule 1: PROJECT CONTACT INFORMATION FORM**

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

#### **Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

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

### **Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR**

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

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

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

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

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

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

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

#### **4. Equal Employment Certification:**

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

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

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

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

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

**5. CSB Certification:**

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

There are two classifications of CSBs:

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

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

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

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

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

**6. CSB Contract Participation**

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

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

Construction Contracts:	<b>30% CSB Subcontractor Participation</b>
Professional Services Contracts:	<b>10% CSB Subcontractor Participation</b>
All Other Contracts:	<b>20% CSB Subcontractor Participation</b>

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

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

## 7. MBE/FBE Certification:

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

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

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

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

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

## 8. MBE and FBE Contract Participation

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

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

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

## 9. MBE/FBE Bid Discounts:

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

**10. MBE/FBE Evaluation Credits:**

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

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

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

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

**12. CSB Bid Discounts:**

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

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

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

**13. CSB Evaluation Credits:**

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

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

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

**14. CSB Subcontracting Bid Discounts and Additional Retainage:**

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

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

**15. LPE and SUBE Certification:**

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

**16. LPE and SUBE Bid Discounts:**

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

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

**17. LPE and SUBE Evaluation Credits:**

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

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

**18. Maximum Annual Subcontracting Program Benefit:**

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

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

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

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

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

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

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

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

**20. Joint Ventures:**

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

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

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

**22. Subcontractor Participation Compliance Monitoring**

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

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

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

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

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

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

Community Benefit Policies:

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

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



**City of Cleveland  
Office of Equal Opportunity  
Schedules Checklist**

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

**Schedule 1: Project Contact Information Form**

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

**Schedule 2: Schedule of Subcontractor Participation**

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

**Schedule 3: Statement of Intent to Perform as a Subcontractor**

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

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

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





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

Project Name:	
Bidder/Proposer Name:	

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

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

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

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

Authorized Representative:			
Signature:		Date:	



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

Project Name:	
Bidder/Proposer Name:	

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

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

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



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

Subcontractor Name:	
Bidder/Proposer Name:	
Project Name:	

Subcontractor is a:  CSB  
 MBE  
 FBE

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

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

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

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

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

**RE-SUBCONTRACTING**

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

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

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

Authorized Subcontractor Representative:			
Signature:		Date:	



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

Project Name:	
Bidder/Proposer Name:	

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

**Section A:**

Please check one of the following:

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

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

**Section B:**

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

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

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

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

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

Authorized Representative:			
Signature:		Date:	

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

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

Social security number									

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), 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.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**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 any 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 the 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 to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

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

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

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

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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* on page 1.

**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

### Name

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

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

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

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

**Disregarded entity.** 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 Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income 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 the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, 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.

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

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

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

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

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

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 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—A middleman known in the investment community as a nominee or custodian
- 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.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	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.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

**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—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 possession of the United States, 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 Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- 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 a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

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

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

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

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://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](http://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](http://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 the "Name" line 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:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> 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.  
<sup>2</sup> Circle the minor's name and furnish the minor's SSN.  
<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.  
<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.  
**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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.



## REMITTING ADDRESS INFORMATION

<b>Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>Phone:</b>	(    )	<b>Ext.:</b>	<b>Fax:</b> (    )
<b>Contact:</b>			
<b>Payment Name*:</b>			

*\*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**

<b>Bank Name:</b>		<b>Account #:</b>	
<b>Bank Contact:</b>		<b>ABA/Routing #:</b>	
<b>Phone:</b>	(    )		

*Other questions or issues concerning this form may be addressed to:*

## TO BE COMPLETED BY THE CITY OF CLEVELAND PLEASE DO NOT WRITE IN THIS SECTION

<b>Business Classification:</b>	<b>Female Business Enterprise</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>Minority Business Enterprise</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>City of Cleveland Certification Number:</b>			
<b>FOB Point:</b>		<b>Payment Terms:</b>	
<b>Discount Payment Terms:</b>		<b>Order Minimum:</b>	
<b>Are Price Breaks Available?</b>		<b>Line Minimum:</b>	
<b>Standard Lead Time:</b>			
<b>Standard Shipping Method:</b>			
<b>Price Catalogue on disk/CD:</b>			

Approved by Commissioner of Accounts \_\_\_\_\_

Date \_\_\_\_\_



**NON-COMPETITIVE BID CONTRACT  
STATEMENT FOR CALENDAR YEAR 2015  
(ALL DEPARTMENTS/OFFICES)**

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

Entity Name: \_\_\_\_\_

Entity's Mailing Address: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_ NON-PROFIT CORPORATION **GO TO SECTIONS III and IV.**

\_\_\_\_\_ GOVERNMENTAL ENTITY **GO TO SECTION IV.**

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

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

\_\_\_\_\_ SOLE PROPRIETORSHIP

\_\_\_\_\_ TRUST

\_\_\_\_\_ INCORPORATED PROFESSIONAL ASSOCIATION

\_\_\_\_\_ ESTATE

\_\_\_\_\_ UNINCORPORATED ASSOCIATION

\_\_\_\_\_ PARTNERSHIP

\_\_\_\_\_ LIMITED LIABILITY COMPANY

\_\_\_\_\_ JOINT VENTURE

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

**PLEASE READ PARAGRAPHS ( A ) and ( B ) and mark the appropriate paragraph. If paragraph ( B ) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2015 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, 2013 and December 31, 2014 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, 2013 and December 31, 2014 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 2015 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, 2013 and December 31, 2014.
- \_\_\_\_\_ ( 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, 2013 and December 31, 2014 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, 2013 and December 31, 2014 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 \_\_\_\_\_ )  
 COUNTY OF \_\_\_\_\_ ) SS:

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.

**CHEC 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 D**

### **FEE PROPOSAL TEMPLATE**

# City of Cleveland Financial Plan Analysis

## Fee Proposal Template

Individual/Personnel Class	Hourly Rate	Plan Analysis Hours	Final Report Hours	Total Hours	Total Dollars
<b>Prime Consultant</b>					
	\$				\$
	\$				\$
	\$				\$
	\$				\$
	\$				\$
<b>Total Labor</b>					\$
Reimbursables		\$	\$		\$
<b>Total</b>		\$	\$		\$
<b>Subconsultant</b>					
	\$				\$
	\$				\$
	\$				\$
	\$				\$
	\$				\$
<b>Total Labor</b>					\$
Reimbursables		\$	\$		\$
<b>Total</b>		\$	\$		\$
<b>Subconsultant</b>					
	\$				\$
	\$				\$
	\$				\$
	\$				\$
	\$				\$
<b>Total Labor</b>					\$
Reimbursables		\$	\$		\$
<b>Total</b>		\$	\$		\$
<b>Total Labor</b>					\$
<b>Total Reimbursables</b>		\$	\$		\$
<b>GRAND TOTAL</b>		\$	\$		\$

Proposers Name: \_\_\_\_\_

Proposers Signature: \_\_\_\_\_

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

**APPENDIX E**  
**REIMBURSABLES POLICY**

**City of Cleveland  
Professional Services Contracts  
Reimbursables Policy  
01/01/2014**

The following constitutes the City of Cleveland’s Reimbursables policies to be used in the City’s Professional Services Contracts.

**1. Direct Labor vs. Reimbursables**

All expenditures in Professional Service Contracts shall fall into one of two categories: Direct Labor, and Reimbursables. Direct Labor shall mean the hourly work (billed by the appropriate hourly rates and multipliers) of the Prime Consultant and all identified Professional Subconsultants. Any expenditure that is not the Direct Labor of the Prime Consultant nor the Subconsultants shall be considered a Reimbursable expenditure.

**2. Labor Multipliers**

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

**2.1 Direct Labor** 100.00%

**2.2 Fringe Benefits:**

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

**2.3 Overhead Salaries**

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

## **2.4 Overhead Expenses**

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

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

## **3. Reimbursables List**

The Consultant shall submit with its Proposal an extensive and detailed list of all expected reimbursable items, with estimated cost. This list shall be finalized, in a format approved by the City, during contract negotiation. No other reimbursable expenses will be allowed on the project, unless pre-authorized by the City in writing.

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

#### **4. Invoicing**

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

#### **5. General Qualifications for Reimbursables**

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

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

#### **6. Office Expenses**

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

- Equipment maintenance
- Recurring communication expenses (including leased lines, cellular phones, pagers, telephones)
- Office Supplies
- External reproduction/binding
- Film developing
- Postage
- Office rent

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

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

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

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

## **7. Equipment**

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

## **8. Vehicles and Local Travel**

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

For the use of personal (i.e. non-Project) vehicles, the Consultant shall be paid at the per mile rate (\$0.565 per mile as of January 1, 2013) that the City pays internally to its staff for mileage. For such vehicle use, the Consultant shall be paid out of direct cost reimbursables, but only if the travel is work related, outside of the Division of Water's Service area, and non-routine. Only that portion of the trip that is outside of the Division of Water's Service Area shall be eligible for reimbursement. The Consultant shall submit to the City an approved mileage log with its monthly invoices. Expenses related to all other use of personal vehicles (travel within the Division of Water's Service Area, parking, tolls, etc.) shall be included in the Consultant's multipliers.

## **9. Markup on Subconsultants**

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

## **10. Special Services**

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

## **11. Personal Allowances**

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

- Class 1.**      Staff Already Living in the Greater Cleveland Area.
- Class 2.**      Infrequent Travelers to Cleveland. Those staff coming to Cleveland for less than a two week stay. Staff hired by the Consultant after the Notice To Proceed has been issued and assigned to this project can only be classified as Class 1 or Class 2.
- Class 3.**      Staff with Extended Stays in Cleveland. Out of towners who will work in Cleveland for stretches longer than two weeks, but less than one year.
- Class 4.**      Relocated Staff. Key, full time project staff (e.g. project manager) who relocate from out of town to work full time for the duration of the project, and for a minimum of one year's time.
- **11.1 Class 1:** Such staff qualify for no reimbursement expenses (travel, lodging, meal, per diem, etc...) whatsoever.
  - **11.2 Class 2: Travel:** Actually incurred expenses (air, bus, rail, car rental, taxi, etc...) shall be paid for Class 2 staff. However, the charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made; regular economy class fares for air travel.) Class 2 travel shall require prior City approval. Rental car optional insurance is not reimbursable.

- **11.3 Class 2: Per Diem Expenses:** Class 2 daily expenses for meals, telephone, etc. shall be paid out of direct cost reimbursables, based on actual costs, with actual receipts submitted with invoices. Reimbursement shall not be made for alcohol, private phone calls, nor for meals for guests or associates of Class 2 staff. Gratuities of up to 15% on meals shall be allowed, but no other gratuity of any type shall be allowed. If a weekend or other non-workday occurs in the middle (but not at either end) of a Class 2 person's stay, that person shall be entitled to per diem and lodging expenses for those non-work days. For days worked in the Cleveland office, Class 2 daily expenses for meals, telephone, etc. shall not exceed \$40.00/day to cover all travel and living expenses other than airfare (actual receipts are required); actual expenses for airfare will be reimbursed when travel takes place and must be submitted with supporting receipts, with travel to/and from the airport in Cleveland covered at actual cost, with receipts required. Travel to the airport from home, and travel from the airport back home is not a reimbursable expense.
- **11.4 Class 2 Lodgings and Related Services:** Direct cost reimbursement shall be made, based on actual expenses, for apartments or hotels. The charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made), and shall be supported by actual receipts. The City shall also reimburse for any City/County Hotel Taxes over and above the Federal guideline.
- **11.5 Class 2 Commute Time:** Class 2 travelers shall be allowed to bill their time commuting between Cleveland and home as a labor expense, if such travel occurs during normal working hours. No other Class shall be allowed to bill any commute time as a labor expense.
- **11.6 Class 3 Travel:** Class 3 staff shall be allowed intermittent travel back home. Consultant shall remain within the initial contract budget for this item. Additionally, the City will only pay actual invoiced amounts, and in no case more than a cap of \$800.00 per month for such travel for each Class 3 staff member. Only Class 3 staff shall qualify for this allowance. Travel expenses for Class 3 staff's initial trip to and final trip from Cleveland shall be paid on an actual basis, and shall not apply against any month's cap. These expenses shall be included in the direct cost reimbursables.
- **11.7 Class 3 Per Diem Expenses:** Class 3 staff shall be given an allowance for each full calendar day (including non-working days) spent in the Cleveland area, to be included in the direct cost reimbursables. The Consultant shall submit with its monthly invoices a log for each Class 3 person, indicating the date in town and the allowance being requested. In no case shall the allowance exceed \$40.00/day per individual in the Cleveland area. This allowance shall cover daily meals, telephone, television, laundry, local travel, etc. Actual receipts for this particular item are required. Travel to/and from the airport in Cleveland is covered at actual cost, with receipts required.
- **11.8 Class 3 Lodgings:** Class 3 staff are expected to secure apartments in the Cleveland area. Direct cost reimbursements shall be made for actual rental costs, supported by actual receipts. Rental for weekend and other non-working days shall be reimbursable. In no case shall rent exceed a cap of \$1,000/month per person.

- **11.9 Class 3 Inflation:** Inflation shall be measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Midwest Region, as tracked by the Federal Bureau of Labor Statistics. The amount of inflation shall be determined each year, beginning one year after Notice to Proceed, and shall be re-determined on each anniversary of Notice to Proceed. The \$800 per month cap for Class 3 Travel, and the \$1000 per month cap for Class 3 Lodgings, will be allowed to increase annually by the amount of inflation so determined.
- **11.10 Class 4 Relocation Expenses:** Reasonable relocation to Cleveland expenses (including transportation of household items and two cars, incidentals, temporary lodging and meals for family [not to exceed one month in duration], and one, 3-day spousal trip to Cleveland) shall be allowed based on actual expenditure, with an upper limit of \$20,000 per individual. Only Class 4 staff qualify for relocation expenses. Class 4 staff qualify for relocation expenses, but for no other Personal Allowance expenses.
- **11.11 Travel to a Work Site Other than Cleveland:** Travel to a site outside of Cuyahoga County and outside of the Division of Water's Service Area that is for a project related purpose (such as witnessing a pump test) shall be allowed. Consultants shall propose such travel in their project proposal. Each specific trip must be approved in advance by the City. Class 2 regulations as listed above shall govern this type of travel. The time spent traveling, and the time spent at the alternate site, are billable as a labor expense, provided such time occurs during normal business hours.

## **12. Taxes**

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

**APPENDIX F**

**ORDINANCE NO. 993-14**

# AUTHORING ORDINANCE AS PUBLISHED IN THE CITY RECORD

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Ord. No. 993-14.

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 a comprehensive financial plan for the years 2016 through 2020, including but not limited to, cost- of-service studies, and rate and fee analyses, for the various divisions of the Department of Public Utilities.

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 a comprehensive financial plan for the years 2016 through 2020, including but not limited to, cost- of service studies, and rate and fee analyses, for the various divisions of the Department of Public Utilities. The contract or contracts entered into shall be 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 exercisable at the option of the Director of Public

Utilities, without the necessity of obtaining additional authority of this Council.

The selection of the consultants for the services shall be made by 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 cost of the contract or contracts authorized shall be paid from Fund Nos. 52 SF 001, 54 SF 001, and 58 SF 001, RQS 2002, RL 2014- 102.

**Section 3.** 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 September 22, 2014.

Effective September 24, 2014.