

Released: September 12, 2023

**REQUEST FOR PROPOSALS FOR ELECTRICITY SUPPLY TO
CITY OF CLEVELAND OWNED/OPERATED
FACILITIES**

Issued by:

The City of Cleveland



PROPOSALS DUE

**DATE: September 29, 2023
5:00 PM Local Time**

**ALL RESPONSES SHALL BE MARKED AS:
“Proposal for Electricity Supply to City of Cleveland
Facilities”**

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EXHIBITS

- EXHIBIT A: ELECTRICITY ACCOUNTS SUMMARY
- EXHIBIT B: UTILITY DATA ACCESS AUTHORIZATION REQUEST
- EXHIBIT C: SCHEDULE OF ITEMS PRICE FORM
- EXHIBIT D: VENDOR ENTRY FORM & W-9
- EXHIBIT E: SUBCONTRACTING GOALS WAIVER
SUBCONTRACTING ADDITION/SUBSTITUTION PROCEDURES
- EXHIBIT F: EQUAL OPPORTUNITY CLAUSE
- EXHIBIT G: NORTHERN IRELAND FAIR EMPLOYMENT FORM
- EXHIBIT H: 2023 NON-COMPETITIVE BID CONTRACT STATEMENT

PROPOSAL SCHEDULE

TIMELINE	SUMMARY
September 12, 2023 Tuesday 9AM EDT	RFP Issued
September 18, 2023 Monday 10AM EDT	Non- Mandatory Pre-Proposal Conference
September 20, 2023 Wednesday 5PM EDT	Deadline for Written Questions
September 25, 2023 Monday 5PM EDT	(Estimated): City publishes answers to all questions and issues final RFP Addenda
September 29, 2023 Friday 5PM EDT	Final Proposals Due
October 11, 2023 Wednesday 3PM EDT	(Estimated) Board of Control Meeting to approve vendor selection
October 27, 2023 Friday 5PM EDT	(Estimated) Full contract execution w/ final price, if refreshed price is different
Nov 10, 2023 Monday 3PM ET	Enrollment Deadline for December 2023 Meter Read Cycles
Nov 24, 2023 Friday 8AM ET	Electricity Supply Commences

Optional Pre-Proposal conference will be held virtually:

- **Date/Time: September 18, 2023 from 10:00 AM EDT – 11:00 AM EDT**
- Video Conference - Webex Virtual Meeting
- Attendance is not mandatory, however virtual attendance is highly recommended.

Webex and Teleconference information:

URL: <https://cityclevelandoh.webex.com/meet/talexander2>

- Meeting Name: Electricity Supply for City of Cleveland Facilities Pre-Proposal Meeting (Non-Mandatory)
- Meeting Number: 2305 817 3080
- Join by Phone: +1-415-655-0003 US Toll
- Access code: 2305 817 3080

Deadline for Questions

The deadline for any and all questions, including if this RFP should contain any discrepancies or omissions, or if the intended meaning of any part of this RFP is unclear or in doubt, shall be **September 20, 2023 - 5PM EDT**. Questions should be directed/addressed in writing, **preferably by email**, to:

Tikora Alexander
Project & Grant Administrator, Mayor's Office of Sustainability
75 Erieview Plaza, Suite 115
Cleveland, OH 44114
E: talexander2@clevelandohio.gov
P: 216-664-2155

Responses to questions will be distributed via an Addendum to this RFP no later than **September 25, 2023 5:00PM EDT**.

Proposal Deadline

1. Proposals must be received no later than **September 29, 2023 - 5PM EDT**, by Tikora Alexander, Project & Grant Administrator, Mayor's Office of Sustainability. No proposals will be accepted after that time unless the City has extended the deadline by a written addendum. The City reserves the right to reject any submission not received by the deadline.

PROPOSALS OR UNSOLICITED AMENDMENTS TO PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

2. The proposal shall consist of **four (4) electronic (digital) copies on flash drives or other media. Email delivery of the proposal is allowed, but not preferred.**
3. Proposals on electronic media shall be mailed or delivered to the following address, and should be clearly identified on the outside of the sealed envelope(s) with the following label:

"Proposal for Electricity Supply to City of Cleveland Facilities"

Tikora Alexander - Project & Grant Administrator
Mayor's Office of Sustainability
75 Erieview Plaza, Suite 115 Cleveland, OH 44114-1015

1.0 Introduction

1. The City of Cleveland ("City") is seeking to establish a business relationship with a Retail Energy Provider ("REP") who will provide electric supply and related services, as deemed necessary by the City.

2. The City lies within the PJM ISO, specifically, The Illuminating Company and Ohio Edison electric utility footprints. Total annual consumption is approximately 116,049,790 kWh across a total of 420 accounts (and 435 meters). See Tables 1 through 5 for the meter and account summaries.
 - a. The City operates a variety of loads spread across its footprint. Included in the load considered in this RFP is an international airport, water and wastewater treatment facilities, fire and police facilities, those associated with administrative functions, parks, and numerous others linked to a variety of City departments.
 - b. The City makes no guarantee that the actual total electrical energy consumption annual loads will equal the above estimate of total electrical energy consumption. Loads may change during the term of the contract due to weather variations, changes in load factor, proliferation of electronic equipment, new construction projects, new renovation projects, changes in population, changes in operations, investments in energy conservation measures, etc.
 - c. As of the issue date of this RFP, no major renovation or new construction of facilities that would be serviced by the Illuminating Company is planned.
 - d. Account and meter summaries with historic annual usage is available for download from the City's RFP site entry for this RFP and associated exhibits.

The City's accounts are currently served by The Illuminating Company and Ohio Edison (each a "Utility"; collectively, the "Utilities"). The anticipated start date of a contract that results from this RFP is the first meter-read date on or after November 24, 2023 ('December Meter Read Dates or MRDs').

3. A key requirement from each firm responding to this RFP ("Proposer") is a competitive pricing proposal. The City's Energy Management resources from different departments, and the Department of Finance, will conduct the analysis of Proposals and make recommendations to City officials and its Board of Control. If the Board authorizes the City to enter into an electricity supply services contract with a selected Proposer, it will be at a not-to-exceed price set by the City once the City receives pricing.

Table 1 – All Accounts & Meters (Some accounts have one or more meters)

Annual Volume	# of Meters	Feb 22-Jan23 Usage (Kwh)
100 Mwh to 250 Mwh	15	2,316,832
250 Mwh to 500 Mwh	5	1,843,852
500 Mwh to 1000 Mwh	6	4,146,384
>1,000 Mwh	18	105236,929
<100 Mwh	391	2,505,793
Total	435	116,049,790

Table 2 – Streetlights and Traffic Lights (Some accounts have one or more meters)

Annual Volume	# of Meters	Feb 22-Jan23 Usage (Kwh)
Traffic Lights	3	3,214,337
Streetlights	10	154,506

Table 3 – All Meters by Rate Code

Rate Code	# of Meters	Feb 22-Jan23 Usage (Kwh)
CE-GPD	2	2,553,200
CE-GSD	322	16,950,775
CE-GSUD	11	75,111,488
CE-GTD	2	16,288,527
CE-POLSD	60	882,785
CE-POLSF	1	-
CE-STLD	9	118,218
CE-STLF	1	36,288
CE-TRFD	3	3,214,337
OE-GPD	3	576,575
OE-GSD	21	317,597
Total	435	116,049,790

Table 4 – Large Meters (Some accounts have one or more meters)

Facility Use	# of Meters	Feb 22-Jan23 Usage (Kwh)
Airports	7	52,986,667
Water Supply Facility	21	51,068,986
All Others	12	5,665,872
Total	<u>40</u>	<u>109,721,525</u>

Table 5 - Rate Code Descriptions

<u>Rate Code</u>	<u>Rate Code Description</u>
CE-GPD	Cleveland Electric General Primary Distribution Service
CE-GSD	Cleveland Electric General Secondary Distribution Service
CE-GSUD	Cleveland Electric General Sub Distribution Service
CE-GTD	Cleveland Electric General Transmission Distribution Service
CE-POLSD	Cleveland Electric Public Outdoor Lighting Distribution Service
CE-POLSF	Cleveland Electric Public Outdoor Lighting Full Service
CE-STLD	Cleveland Electric Street Lighting Distribution Service
CE-STLF	Cleveland Electric Street Lighting Full Service
CE-TRFD	Cleveland Electric Traffic Lighting Distribution Service
OE-GPD	Ohio Edison General Primary Distribution Service
OE-GSD	Ohio Edison General Secondary Distribution Service

The City expects to enter into a supplier contract based upon and incorporating, to the greatest extent possible, the terms set forth in this RFP.

During the contract term, the City may, in a timely fashion, add locations or delete locations within the Utilities' footprints. The City will notify the successful Proposer, as Supplier under the contract, of any such changes relative to its service needs. To the greatest extent possible, these adds and deletes will fall within the 10% +/- bandwidth provided for in **Section 5 Pricing**.

4. City's Commitment to Sustainability

The City intends to further its sustainability commitment through this RFP. To that end, the City is considering the possible installation of approximately 5.5 MW of 'behind-the-meter' solar at up to 6 (six) City facilities with a projected in-service date of December 2024. Additionally, the City presently plans to install an additional 7.9 MW of 'behind-the-meter' solar by a December 2025 in-service date. As these dates are estimates, a party responding to this RFP by submitting a Proposal (sometimes herein "Proposer" or "Respondent") shall not only provide pricing as requested, but shall also describe in its Proposal how to best structure this arrangement. The City does not guarantee that any of the solar anticipated to be installed, will actually be installed.

2.0 Minimum Qualifications of a Proposer:

To be eligible to contract with the City as its electricity supplier, a Proposer must certify in its Proposal and provide written evidence that it:

- (1) is PUCO-certified as a Retail Electric Provider (REP) or a Certified Retail Electric Supplier (CRES)
- (2) has had at least 3 (three) customers whose annual volume requirements equal at least 50% of the City's estimated annual consumption for the accounts listed in Section 1.0 above. Each Proposer must also identify the customers referred to in its responses and provide contact information.
- (3) has a minimum of 3 (three) years of retail electricity sales in the State of Ohio
- (4) Proof of financial stability, including but not limited to its 3 (three) most recent fiscal years' audited balance sheet and income statements prepared in accordance with generally accepted accounting principles, and reflecting the current financial condition of the Proposer. If a publicly held corporation, the Proposer shall provide, in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10-K, the Forms 10-Q for the most recent 3 quarters, and any Form(s) 8-K filed with the SEC in the last twelve (12) months. Each Proposer shall also submit its most recent senior debt ratings from Moody's and/or Standard & Poor.

Additional Qualifications:

- (1) Account Management & Customer Care
 - a. Provide details of proposed level of customer service standards. The City requests that an Account Manager be assigned.
 - b. Provide details as to Proposer's ability to provide effective and accurate

- accounts management (i.e., adding, deleting, and modifying accounts).
- (2) Energy Conservation – provide examples, including financial and non-financial benefits delivered to your customers.
 - (3) Any other Value-Added Service, Capability, or Offering – such as a community rebate program, energy retrofit incentives, engineering assistance, etc.

3.0 Full Requirement, Full Swing Contract Obligation Coupled with Potential Behind-the-Meter Solar During the Term

The successful Proposer, referred to in this RFP as “Supplier”, shall provide 100% of the City’s grid-based electricity requirements during the term of this Agreement, for all 420 accounts set forth in Exhibit “A.”

During the portion of the term when firm, full requirements, full swing, no material adverse change electricity is selected, each Proposer’s proposal shall include all services and costs for a Supplier to provide the requested product and associated services.

During the portion of the term when a Locational Marginal Price-included (“LMP”) product is employed, all costs shall be passed through until fixed for that portion of the load directly impacted by the proposed behind-the-meter solar installations.

The account histories attached as **Exhibit A** may be considered representative of the probable volume of kWh that will be required under the agreement with the successful Proposer.

The Supplier shall submit quarterly reports to the City showing the savings, if any, realized during the previous quarter for any or all account(s) or group(s) of accounts as the City determines, compared to the applicable tariffs from The Illuminating Company and Ohio Edison.

4.0 Contract Term

The term of the agreement resulting from this RFP shall commence upon start of the electric Utility(ies)’ December 2023 meter-read cycles and run for such period, not exceeding two (2) years and six (6) months, as the City, in its sole discretion, determines in its authorization of an agreement based upon a successful Proposer’s proposal, with two (2) consecutive options in the City to renew for up to 1 year each, exercisable by the City Director of Finance. At any time during the initial term or the first optional renewal term, the City may require the Supplier to provide a binding quote of its price(s) for the next one-year term, if exercises its renewal option. At the end of each term and any renewal term, if applicable, the Supplier shall submit to the City a final invoice for the volume of electricity consumed during the term then concluded.

5.0 Pricing

Each Proposer shall submit separate pricing for each of **Products A, A1 and B** listed in the **Schedule of Items Price Form (Exhibit C)**, for each term, in cents/kWh, based upon aggregate kWh quantities of electricity delivered to the Utilities' meters. A short list of selected Proposers, upon notification from the City, will be permitted to refresh their price(s) the day of, or one day prior to the City's Board of Control meeting to act on a contract award recommendation of the selected Proposer.

As indicated earlier in this RFP, the City has 411 meters in The Illuminating Company service territory and 24 meters for pricing in the Ohio Edison service territory, for a current total of 435 meters.

Product Pricing

Each proposer shall submit pricing for 3 products.

- a. Each pricing shall be based on the Proposer's September 28, 2023 close-of-business curve (proposals are due Sept 29, 2023)
- b. Price components: indicate the applicability of each price component, noting whether each is included in the contract price or is a pass-through.

c. Product A: All-Inclusive Conventional Power

1. Description: Fully fixed price, inclusive of all supply-side components, 100% full swing, load following, no Material Adverse Change (MAC) proposal for electricity for each of the term lengths requested in the Schedule of Items Price Form, inclusive of all costs necessary to make delivery to the City's meters.
2. The only pass-through charges, if any, will be utility delivery charges. Please note the City is tax exempt from State and local sales, use, and excise taxes.
- ii. Proposer shall further provide the following:
 1. Each 2 ½ year term price for all Renewable Energy Credits (REC) options in cents/kWh; Respondents shall identify, if incorporated in the pricing structure, the type(s) of Renewable Energy Credits (wind, solar, etc.), the source of the renewable energy (either owned or purchased, local or regional), whether the RECs are Green-e certified, the location of the renewable energy generator(s), and when they were put into service. All RECs shall be eligible sources of green power as defined by the EPA's voluntary Green Power Partnership.
 2. State the separate premium, if any, for a greater than 10% load add/delete right;
 3. Statement of any conditions on the add/delete right

- allowances (e.g. gross or net);
4. Quotations shall be inclusive of 100% full swing, i.e., unlimited bandwidth with no MAC condition;
 5. Quotations shall include all fixed-for-term capacity charges;
 6. Whether Proposer can provide physical renewable energy as a part of its supply or services, should so state the generation type and percentage of the City's load to be supplied from such renewable energy source(s). The energy provided shall include Green-e certified RECs and marketing rights.

d. Product Structure A-1: Flexible Power

1. Description: Known by various names, this product, if offered, would allow the City to choose the percentage(s) of its load shape to be locked at execution and, then at the City's discretion, at one or more other times during the term of the contract. Once a time period is fully locked, the full swing, fixed price, load following, the 'no MAC' provisions applicable for Product A, shall apply.
 2. The only pass-through charges, if any, will be utility delivery charges. Please note the City is tax exempt from State and local sales, use, and excise taxes.
 3. Each Proposer shall provide a thorough, detailed description of its version of this product for the City's review.
 4. Percentages to be initially locked by year are 100% for year 1, 50% for year 2, and 50% for year 3 (final 6 months of the original 2 ½ year contract term)
- ii. Proposer shall further provide the following:
1. Each 2 ½ year term price for all Renewable Energy Credits (REC) options in cents/kWh; Respondents shall identify, if incorporated in the pricing structure, the type(s) of Renewable Energy Credits (wind, solar, etc.), the source of the renewable energy (either owned or purchased, local or regional), whether the RECs are Green-e certified, the location of the renewable energy generator(s), and when they were put into service. All RECs shall be eligible sources of green power as defined by the EPA's voluntary Green Power Partnership.
 2. Advise its separate premium, if any, for 10% add/delete right;
 3. Advise Any terms conditions on of add/delete language allowances (e.g. gross or net);
 4. Quotations shall include fixed-for-term capacity charges;
 5. Whether the Proposer can provide physical renewable energy as a part of its supply or services, should so state the

generation type and percentage of the City's load to be supplied from such renewable energy source(s). The energy provided shall include certified Green-e certified RECs and marketing rights.

e. Product B: Structured Pricing and Product to Incorporate Behind the Meter Solar

The following-described structure is the City's procedure for constructing a risk-based product incorporating the potential for installation of behind-the-meter solar. Proposers are encouraged to offer suggestions for product modifications that will minimize or eliminate risk to the City via a managed process. RECs shall be included for all consumption not provided by the behind-the-meter solar generation.

Presently, the City plans to proceed as follows:

1. Commencing approximately Nov 1, 2023 (December 2023 Meter Read dates), execute an underlying LMP-based contract for a term of upto 2 1/2 years incorporating an adder that varies due to the inclusion of Capacity for a portion of the term.
 - a. Immediately upon execution of an overall LMP-based contract structure, convert to a fully fixed, full swing contract incorporating an "adder" including Capacity cost.

From approximately December 2024 through May 2026:

- b. Remove from fully fixed, full swing pricing sites, those sites listed under "solar" ("Solar Sites") in Table 6, provided herewith.
- c. Maintain Pricing for remaining sites as fully fixed, full swing with Capacity included.
- d. At the City's sole discretion, Solar Sites shall be either: 1) incorporated into an overall fixed price, adjusting for revised shape; or 2) left on LMP until solar is on-line at which time Supplier may incorporate the remaining non-solar load of the Solar Sites back into the overall load.
- e. Airport load (Item #7- Table 6 'Solar Sites') shall remain on fixed price, full swing product until approximately December 2025, at which time it will be included with a new shape or left on LMP until its Solar comes online.
- f. Capacity charges will be included on the non-solar-supported load associated with the Solar Sites after Solar comes online.

2. From approximately June 2026 on, leave all City load on LMP + margin-only adder with Capacity pass-through, until the City and Supplier can mutually structure the load appropriately.
3. As noted in Section 4 above **Contract Term** the City has upto 2 options to renew for up to 1-year each.

Table 6 – Potential On-Site Solar Facilities and Accounts/Meters Reference ('Solar Sites')

#	Facility/Address	FirstEnergy Customer Number	Associated Meter(s)
1	Crown Water Treatment: 955 Clague Rd, Westlake OH 44145	0800771058161000000	110 027 141 149_ELE01 5002340870 5002340880
2	Green Road Pump Station: 4095 Green Rd, Beachwood OH 44122	0800771058163000000 08050873985000033842 08050873965000045569	5003020209; 5002368187 GREEN_PUMP_STATION/TANKS_PO L1 GREEN_PUMP_STATION/TANKS_PO L2
3	Gunning Rec Center: 16750 Puritas Ave, Cleveland OH 44135	08050873961550095006 08050873961760091054 08050873985000042572	A12284439 L77922684 GUNNING_RECREATION_POL
4	Harvard Yards Complex: 4150 E. 49th St, Cleveland OH 44105	08050873981580000877 08050873981970000871 08050873981980000873	5002958320; 5003055392 5003027712 5002590697
5	Parma Pump Station: 5981 Deering Ave, Parma Heights OH 44130	0800771058115000000	5002996646; 5002996599
6	Pleasant Valley Pump Station: 5711 West Pleasant Valley Rd, Parma OH 44129	08007710581690000528	5003027436
7	Cleveland Hopkins Airport: 5501 Rocky River Dr. (Hopkins), Cleveland, OH, US, 44135 - MS -1	08007710581610000463	A021716617; A021716609

Notwithstanding the complexity of the City's sustainability goals, coupled with its desire for budget security, the above-described initial plan is believed to be workable. This City desires Proposers to submit their suggested solutions for incorporating behind-the-meter Solar, as part of their Proposal.

Prospective Pass-Through of Costs

Each Proposer shall explain in detail (and itemize in any proposed contract form) all costs that might be passed through due to a change in law affecting all prospective suppliers' costs equally, and how it will adjust its prices, if at all, because of any such change.

Changes in Expected Consumption

The City will timely notify the Supplier of any extraordinary occurrences, including but not limited to scheduled facility shutdowns or operational changes, that may substantially alter its anticipated requirements.

Variance from Nominations

Add/Delete. The City may from at any time during the term add and/or delete one or more accounts as necessary for its operations. A Supplier must accept all adds and deletes up to 10% more or less than the initial estimated contract volume during the contract term at the contract price. Adds and deletes exceeding this 20% range may be executed at the then-prevailing market price.

Proposal Evaluation

The City will evaluate each Proposer's fixed price proposal on the following criteria:

Price	Similar Customer Competency	Product & Services Competency	Proposal Meets City's Needs	Ability to Provide Physical Renewable Supply	Financial Stability	Sustainability of Respondents; Own Operations	Total
35	5	5	35	5	10	5	100

Price: Competitive and comprehensive pricing for the specified products, pricing groups and terms

Similar Customer Competency: Proof of serving or having continuously served, without default, at least 3 (three) customers whose annual volume requirements are at least 50% of the City's estimated annual volume.

Product and Services Competency: Whether the Proposer is: 1) PUCO Certified and how many years; and 2) able to offer a fixed price for the term where all components are factored into the fixed price, except for a change in Law.

Proposal Meets City's Needs: Whether the Proposal meets the City's requirements as specified in this RFP including, but not limited to, the following:

- Electricity supply at the proposed price for the duration of the term and the various product options
- Online portal access for billing and reporting capabilities
- Timely enrollments and notifications of utility drops, adds and enrollment/re-enrollment deadlines
- Ability to provide value added services, market analysis and insights.

Ability to Provide Physical Renewable Supply: Ability to provide a minimum of 10% of renewable electricity as part of the City's overall supply at the specified pricing and stating the flow start date and the renewable source, including RECs and marketing rights.

Financial Stability: Proof shall be evaluated based on the required Proposal submissions.

Sustainability of Respondent's Own Operations: Description of activities the Proposer take on its own to insure a sustainable future.

As related to Product B, due to the potential for change, a Proposer's response will be qualitatively evaluated in addition to the evaluation of price.

Billing and Payment

The Supplier shall be required to bill the City monthly in a consolidated paper invoice for as many accounts as possible for electricity delivered within 30 days after Supplier receives the monthly billing determinants from the Utilities, subject to any estimates or corrected readings. The invoice must itemize as much detail as possible. For accounts not included in the consolidated invoice, the Supplier must provide a concise reason why each account is excluded. Although the City requires paper invoices, Supplier shall also provide an online portal through which the City can view, download, and perform analysis of billings/invoices. If any portion of any invoice is disputed, the City shall pay the undisputed amount and the parties shall attempt to resolve the disputed portion in good faith. If the dispute is not resolved after 60 days, either party may pursue all remedies available to it. Upon determination of the correct invoice amount, the proper adjustment shall be applied to a subsequent invoice or paid/refunded within thirty (30) days of the resolution. In the event that either Utility does not timely provide billing determinants, Supplier shall have the right to estimate usage for the purpose of billing, provided that within sixty (60) days after Supplier receives the actual billing determinants, it shall reconcile any difference between the actual and estimated usage billed. A Proposer may opt for utility consolidated billing, if the Utilities allow the Proposer to do so, in which case a Proposer must indicate this preference in its Proposal, and shall provide an online portal through which the City can view, download and perform analysis of the Supplier's detailed cost and consumption information. Each invoice must be mailed as specified below:

- Original invoice to the address as shown on a Contract under "BILL TO:"
 - Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Cleveland, OH 44114, clearly marked "COPY". This copy may be sent by either email or regular mail.
 - Address invoice questions first to the ordering City department. The Division of Accounts will assist if the Department is unable to resolve the question.
- The failure to deliver copies of invoices to the specified location may lead to delays in payment.

Invoices submitted by a Supplier for payment must include the following information:

- Supplier Name, as it appears on the Contract;
- Supplier Mailing Address;
- Supplier Telephone Number;
- Supplier Facsimile Number;
- Contract Number;
- Supplier Invoice Number, which must be a unique (non-recurring) number;
- Invoice Date, reflecting the date that the invoice itself was issued to CWD;
- Timeframe that the invoice covers.

The City is not subject to sales, use or excise taxes per Section 5739.01 (B)(1) Ohio Revised Code. Therefore invoices must not charge or otherwise include sales tax. The City's Tax Exemption Number is 34-6000646. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

Any applicable discounts stipulated in the contract and/or a Purchase Order (PO), must be itemized and applied to the invoice. Any special instructions contained within the contract must also be followed.

If any invoice is unacceptable because it is erroneous or does not include the above required information or for other reason, the City shall inform the supplier as to the reasons thereof and any corrective actions necessary to qualify the invoice for payment by the City. The Supplier is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice.

OTHER CONTRACTUAL OBLIGATIONS

Liability

Neither party shall be liable to the other for incidental, consequential, punitive, exemplary

or indirect damages, lost profits or other business interruption damages, whether in tort, contract or otherwise and whether or not advised of the possible damages in advance.

Default and Remedies

A party shall have defaulted under the agreement resulting from this RFP upon:

- (a) Its failure to perform any material term or condition of the agreement, provided that such failure is not cured within ten (10) days after written notice by the other party or the minimum period required by law, whichever is greater;
- (b) The Supplier fails to provide electricity to the City in compliance with the rules of the Public Utilities Commission of Ohio (PUCO), as determined by that agency;
- (c) Termination of the agreement or any Transaction Confirmation under it by reason of default by the City, in which event the City shall pay the Supplier any unpaid amounts then due and payable, plus all costs resulting from any change in value of any electricity supply positions that the Supplier had reserved exclusively for the benefit of the City after Supplier has used all commercially reasonable steps to mitigate its losses for the time remaining in the then-current contract term.
- (d) Termination of the agreement or any Transaction Confirmation under it by reason of default by Supplier that requires the City to purchase replacement electricity from another party or the LDC.
- (e) If for any reason the Supplier fails to provide electricity as required by this RFP and its proposal, the City may secure the same from any other source it determines the most expedient and the Supplier and its guarantor, if any, will be jointly and severally liable to the City for any incremental cost for such electricity and for all other costs the City incurs as a result of the Supplier's failure, including but not limited to, penalties, fees, charges, administrative and other related expenses.

Warranty and Title

Supplier will be required to warrant its title and right to all electricity sold to the City. Supplier will also be required to warrant that all electricity supplied is merchantable and fit for the City's disclosed purposes.

Force Majeure

Neither party shall be considered in default of the performance of any of its obligations if the failure of performance is due to a Force Majeure event. "Force Majeure event" shall mean and include any cause beyond the reasonable control of the party affected, despite its exercise of due diligence. "Force Majeure event" shall also include, but not be limited to the failure of facilities or actions or the failure to act of regulatory agencies, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor dispute, sabotage, restraint by court order or public authority, breakage of machine or pipelines,

failure that unequivocally directly precludes the Supplier's ability to secure for or deliver supplies to the City, or inability to obtain necessary approvals, licenses or permits. If the performance of any obligation of a party is prevented or delayed by a Force Majeure event, such party shall promptly notify the other party of the circumstance(s) preventing or delaying performance and the expected duration of the event. The affected party shall then confirm the notice in writing to the other party as soon as reasonably possible. The party affected by the Force Majeure event shall endeavor, to the extent reasonably possible, to remove the obstacle(s) to performance and shall resume performance of its obligations as soon as reasonably possible. It is specifically acknowledged and agreed that the failure of the Supplier to deliver electricity to the City under the Agreement because of its ability to sell such electricity at a higher price or for additional value ("Price Majeure") is not a Force Majeure event.

Governing Law

The agreement and the rights and duties of the parties shall be governed by and construed, enforced and performed in accordance with the laws of the State of Ohio and the Charter and ordinances of the City, without regard to principles of conflicts of law.

Survival of Obligations; Severability; No Waiver

The obligation of the City to make payments due and owing under the agreement resulting from this RFP and the obligations of Supplier to indemnify the City under the agreement shall survive termination of the agreement. If any provision of the Agreement is determined to be invalid, void, or made unenforceable by any court having jurisdiction, then such determination shall not invalidate, void, or render unenforceable any other provision, agreement or covenant of the agreement. No waiver of any breach of the agreement shall be held to be a waiver of any other or any subsequent breach. All remedies afforded in the agreement shall be, and shall be construed as, cumulative and not exclusive and in addition to every other remedy provided or available by law or in equity.

Notices

Whenever any notice is required or permitted to be given by one party to the other under the agreement, such notice may be given by email, facsimile, delivered by courier, or if mailed, by regular mail, postage prepaid, to the party(ies) at the notification addresses set forth on the Transaction Confirmation.

Forward Contract

The parties acknowledge and agree that the transaction contemplated under the agreement is intended to constitute a "forward contract" within the meaning of the United

States Bankruptcy Code, and the parties further acknowledge and agree that each party intends to be treated as a “forward contract merchant” within the meaning of the United States Bankruptcy Code.

OFFICE OF EQUAL OPPORTUNITY REQUIREMENTS

The Office of Equal Opportunity (OEO) has waived any subcontracting goal(s) for this procurement. **See Exhibit E.**

PROPOSAL SCHEDULE AND SUBMISSION REQUIREMENTS:

Please check the City’s website for latest updates specific to this RFP.

Proposal Schedule Summary

TIMELINE	SUMMARY
September 12, 2023 Tuesday 9AM EDT	RFP Issued
September 18, 2023 Monday 10AM EDT	Non- Mandatory Pre-Proposal Conference
September 20, 2023 Wednesday 5PM EDT	Deadline for Written Questions
September 25, 2023 Monday 5PM EDT	(Estimated): City publishes answers to all questions and issues final RFP Addenda
September 29, 2023 Friday 5PM EDT	Final Proposals Due
October 11, 2023 Wednesday 3PM EDT	(Estimated) Board of Control Meeting to approve vendor selection
October 27, 2023 Friday 5PM EDT	(Estimated) Full contract execution w/ final price, if refreshed price is different
Nov 10, 2023 Monday 3PM ET	Enrollment Deadline for December 2023 Meter Read Cycles
Nov 24, 2023 Friday 8AM ET	Electricity Supply Commences

Proposal Submission Requirements

In its Proposal, a Proposer shall comply with all requirements set forth in this RFP and in any agreement resulting from this RFP, it shall comply with all contract requirements set forth in this RFP. If a Proposer takes exception to any requirement of this RFP or any contract requirement, including but not limited to the default and remedy provisions, it shall identify and describe each particular exception in its Proposal.

- The following list of responses and submissions required in or accompanying an acceptable Proposal are a guide only. The list is not intended to be a complete,

comprehensive list of all required responses and submissions: Schedule of Items Price Form (EXHIBIT C) in its entirety

- Vendor Entry Form & W-9 (EXHIBIT D)
- Northern Ireland Fair Employment Form (EXHIBIT G)
- 2023 Non-Competitive Bid Contract Statement (EXHIBIT H)
- Provide written evidence of the following:
 - PUCO-certification as a Certified Retail Electricity Supplier (CRES)
 - Minimum of 3 (three) years of retail electricity sales in the State of Ohio
 - At least 3 (three) customers whose annual volume requirements are at least 50% of the City's estimated annual volume. Each Proposer must also identify those customers in its Proposal and include contact information.
 - Each Proposer shall submit its most recent senior debt ratings from Moody's and/or Standard & Poor.
 - Proof of financial stability, including but not limited to its 3 (three) most recent fiscal years' audited balance sheet and income statements prepared in accordance with generally accepted accounting principles, and reflecting the current financial condition of the Proposer. If a publicly held corporation, the Proposer shall provide, in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10-K, the Forms 10-Q for the most recent 3 quarters, and any Form(s) 8-K filed with the SEC in the last twelve (12) months.

EXHIBIT A

ELECTRICITY ACCOUNTS SUMMARY

Available at the City's Request for Proposal (RFP) page on the City's website by searching for the 2023 Electricity Supply to City Facilities RFP.

<https://www.clevelandohio.gov/city-hall/departments/finance/request-qualificationsproposal>

EXHIBIT B

Letter of Authorization of Release of Electric Utility Account Data



CUSTOMER NAME _____ PHONE NUMBER _____

CUSTOMER ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

AUTHORIZED PERSON/TITLE _____

ACCOUNT/SDI NUMBER _____

For multiple account/SDI numbers, please attach a spreadsheet in Microsoft Excel format containing the accounts/SDI(s) for which you are requesting usage.

Competitive Retail Electric Service (CRES) Provider (Includes Brokers, Power Marketers)

CRES NAME _____ PHONE NUMBER _____

ADDRESS _____

E-MAIL ADDRESS _____

Initial Box for release of specific account information to CRES provider listed above:

Account/SDI Number Release: The above named customer authorizes the release of their Account Number/Service Delivery Identification Number. This information is to be used for one or all of the following: enrollment in a product or service; and/or obtaining usage data for pricing of a product or service.

Residential, Interval Historical Energy Usage Data Release:
The above named residential customer authorizes the release of up to 24 months of _____ kwh data, if available (Please fill in the blank with your request, e.g., Hourly, 30-minute, 15-minute, etc.). This information is to be used for pricing of a product or service.

I realize that under the rules and regulations of the Public Utilities Commission of Ohio, I may refuse to allow (Choose Your Provider) to release the information set forth above. By my signature, I freely give (Choose Your Provider) permission to release the information designated above.

Signature

Date

This authorization will expire one year from the date of the customer signature or on the date listed below.

Expiration Date: _____.

EXHIBIT C

SCHEDULE OF PRICE ITEMS

2023 ELECTRICITY SUPPLY FOR CITY OF CLEVELAND FACILITIES

SCHEDULE OF ITEMS PRICE FORM – Page 1

Proposers Must Complete the Entire Form

Submitted By: _____

Company: _____

Firm Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Year 1 (Dec 2023 – Nov 2024)

Product Offering		Year 1
Electricity Source (%)	RECs (%)	Fixed Cost (Cents/kWh) – 100% Load
	100% (default)	
	50%	
	0%	
Proposer Defined Product		
____ %	____ %	

2023 ELECTRICITY SUPPLY FOR CITY OF CLEVELAND FACILITIES

SCHEDULE OF ITEMS PRICE FORM – Page 2

Year 2 (Dec 2024 – Nov 2025)

Product Offering		Year 2	
Electricity Source (%)	RECs (%)	Fixed Cost for 50% Load Locked (Cents/kWh)	Fixed Cost for 100% Load Locked (Cents/kWh)
	100% (default)		
	50%		
	0%		
Proposer Defined Product			
___ %	___ %		

Year 3 (6 Months: Dec 2025 – May 2026)

Product Offering		Year 3	
Electricity Source (%)	RECs (%)	Fixed Cost for 50% Load Locked (Cents/kWh)	Fixed Cost for 100% Load Locked (Cents/kWh)
	100% (default)		
	50%		
	0%		
Proposer Defined Product			
___ %	___ %		

EXHIBIT D

VENDOR ENTRY & W-9 FORMS



City of Cleveland
Justin M. Bibb, Mayor

VENDOR ENTRY FORM

Add Vendor
 Change Vendor Info
 Delete Vendor

Business Name:										
1099 INFORMATION										
Incorporated?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Federal Tax ID:		-					
If "NO" Check One:	<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHER:									
If "NO" Enter your Social Security Number:				-			-			
IRS Reporting Name*:										
<i>*If this is not the name listed on contracts with the city, please attach a detailed explanation.</i>										
Address:										
City:					State:			Zip:		
Phone:	()	Ext.			Fax:	()				
Website Address:										
Email Address:										
ORDERING ADDRESS INFORMATION										
Check each that applies*:										
Address:										
City:					State:			Zip:		
Phone:	()	Ext.			Fax:	()				
Contact:					Title:					
Email Address:										

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

REMITTING ADDRESS INFORMATION

Address:			
City:		State:	Zip:
Phone:	()	Ext.:	Fax: ()
Contact:			
Payment Name*:			

**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

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

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

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

Approved by Commissioner of Accounts _____

Date _____

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
2 Business name/disregarded entity name, if different from above
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.
6 City, state, and ZIP code
7 List account number(s) here (optional)
Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td style="text-align: center;">-</td> <td></td> <td></td> </tr> </table>					-	-		
-	-							
or								
Employer identification number								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="text-align: center;">-</td> <td></td> <td></td> <td></td> </tr> </table>					-			
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Part II Certification

- Under penalties of perjury, I certify that:
- 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
 - 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
 - I am a U.S. citizen or other U.S. person (defined below); and
 - 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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, 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. See *What is FATCA reporting*, later, for further information.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on 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 Pub. 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.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

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*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

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

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

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

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

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

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations 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

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

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

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

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

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

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

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

*Note: The 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, 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 Pub. 5027, Identity Theft Information for Taxpayers.

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

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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.

EXHIBIT E

**SUBCONTRACTING GOALS WAIVER
SUBCONTRACTING ADDITION/SUBSTITUTION
PROCEDURES**



MAYOR'S OFFICE OF EQUAL OPPORTUNITY PARTICIPATION INFORMATION FORM

The Subcontractor Participation Goals for this contract are WAIVED:

0% CSB Participation

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

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20ppportunity>

Click on [CSB/MBE/FBE Registry](#).

Subcontractors Notice

There is no Subcontractor Participation (Utilization) Goal for this contract. If you do plan to utilize a subcontractor, submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on this contract.

You are encouraged to consider City-certified firms for any available subcontracting opportunities. A searchable database of all City-certified firms can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://www.city.cleveland.oh.us/oeo>

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



Subcontractor Addition and Substitution

Policy and Procedure

Mayor Justin M. Bibb

Direct questions to the Division of Purchases and Supplies Purchasing@clevelandohio.gov.

Sub-contractor Addition and Substitution Policy and Procedure

Purpose

The purpose of this Policy is to state the policies and practices which all City departments should follow to obtain the previous written Board of Control consent required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

Policy and Procedure

Each subcontractor proposed for a City contract, whether for a purchase, public improvement, or professional services, must be approved by the Board of Control (the “BOC”) *prior* to the commencement of work and or services by the subcontractor. Subcontractor approval will be considered by the BOC upon recommendation of the department Director. A subcontractor identified as a certified Cleveland-Area Small Business (“CSB”), a Minority Business Enterprise (“MBE”), or a Female Business Enterprise (“FBE”) (each generically also a “certified sub-contractor”) proposed for a contract, whether as an additional or substitute subcontractor, must also be verified as such by the Office of Equal Opportunity (“OEO”).

Note: The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

Except upon occurrence of an emergency requiring immediate use of a subcontractor to prevent an interruption of public service or endangerment of public health, safety or welfare as declared and determined solely by the Director, the prime contractor is responsible for submitting all required supporting documentation to the contracting department Director, through the designated Project Manager for the contract (the “Project Manager”), if any, no less than 3 (three) weeks in advance of the date the additional or substitute subcontractor is needed on the project, to allow time for internal and BOC approvals without delay or interruption of the project.

Note: The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor’s inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

The contracting department Project Manager, if any, for a particular contract will serve, on behalf of the department Director, as the primary contact for the prime contractor. The contracting department Director is responsible for assessing the completeness and sufficiency of the supporting documentation received from the prime contractor and subcontractor, for timely processing of the documentation through the appropriate internal department review(s) and approval(s) and forwarding to the OEO, if required, for evaluation and approval prior to any placement on the Board of Control agenda and for submitting the appropriate Board of Control resolution for approval.

Substitution of a Certified Subcontractor.

If, after a contract is awarded, a contractor is unable to utilize a CSB, MBE, or FBE identified in the contractor's bid or proposal, it shall make a good-faith effort to identify and propose, and request the Director of the Office of Equal Opportunity's approval of, a substitute CSB, MBE, or FBE, respectively, to fulfill its utilization commitment. (Section 187.13(b) C.O.)

A contractor must provide the contracting department Director, through the Project Manager, written justification for any proposed substitution for a certified sub-contractor. In addition, the contractor shall document its good-faith effort by submitting complete, revised OEO Schedules 2 and 3 to the contracting department Director, through the Project Manager, with its request to the City for approval. The contracting department Director, through the Project Manager, shall submit the written justification and revised OEO Schedules to OEO.

The Director of OEO shall evaluate the proposed subcontractor substitution for approval, and will advise the contracting department Director, through the Project Manager, of the decision.

Federally Funded Projects. For projects funded directly or indirectly by the federal government where the contracting department is responsible for monitoring Disadvantaged Business Enterprise ("DBE") participation, the department's monitoring unit shall perform the role otherwise performed by OEO. The supporting documentation for the evaluation and approval of an additional or substitute DBE subcontractor must be forwarded to OEO for information purposes. The department Director shall also submit any necessary supporting documentation with its request for Board of Control approval.

Monitoring and Enforcement. The Project Manager shall, under direction of the department Director, verify that the contractor's subcontractor utilization complies with the Board of Control's subcontractor approval(s) by reviewing the contractor's documentation and by worksite visits. The presence on the Project worksite of any

subcontractor not previously approved by the Board of Control shall be immediately reported to the department Director for action.

The Project Manager shall maintain copies of all verification records in the contracting department.

Penalties for Non-Compliance. The Project Manager will document and report any findings of non-compliance with this Policy by a contractor to the contracting department Director. The department Director will then submit a copy of the findings, and a recommendation for action or no action, to the Director of Law. If non-compliance with Chapter 187 C.O. is found regarding a certified sub-contractor, the department Director must also submit a copy of the findings to the Director of the OEO for determination of sanction(s) or penalty(ies) under that chapter and/or under the contract terms.

EXHIBIT F

EQUAL OPPORTUNITY CLAUSE

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.”

EXHIBIT G

NORTHERN IRELAND FAIR EMPLOYMENT FORM

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 (2) years.

CHECK WHICHEVER IS APPLICABLE:

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

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

C. The undersigned and all enterprises identified in paragraph B. are **TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES 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 of 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.

EXHIBIT H

2023 NON-COMPETITIVE BID FORM



CITY OF CLEVELAND
Mayor Justin M. Bibb

Requested By: _____
(Department/Office)

**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2023
(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 Justin Bibb, the Neighbors for Justin Bibb Committee, or any similar campaign committee of Justin Bibb, 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 2023 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, 2021 and December 31, 2022 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, 2021 and December 31, 2022 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 2023 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, 2021 and December 31, 2022.
- _____ (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, 2021 and December 31, 2022 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, 2021 and December 31, 2022 that totaled in excess of \$1,000.00 individual.
- _____ (D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.

SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

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

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

STATE OF _____)
) SS:
 COUNTY OF _____)

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

Notary Public _____
 Date _____

FOR MAYOR'S OFFICE USE ONLY

_____ ELIGIBLE _____
 _____ INELIGIBLE _____
 DATE _____