



City of Cleveland
Justin M. Bibb, Mayor

Department of Public Works
Frank D. Williams, Director
500 Lakeside Avenue –3rd Floor
Cleveland, Ohio 44114-1090
216/664-2485 Fax: 216/664-4086
www.clevelandohio.gov

DATE: February 5, 2024

Proposals are due: Monday, March 18, 2024

Dear Proposer:

The City of Cleveland Department of Public Works is seeking proposals for property insurance covering the municipally-owned stadium facility located at 100 Alfred Lerner Way, as further described herein **for a period of up to two years, starting with the date of the currently effective contract, the day following or on June 15, 2024.** The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

The proposer's fees for the items this proposal shall remain firm for the full term of the contract.

A pre-proposal meeting will be held on **Tuesday, February 22, 2024, at 12:30 pm** Eastern Standard/Daylight time. Prospective proposers are encouraged to participate in the conference although attendance is not mandatory. Interested participants must log into the link listed below and after the meeting concludes, forward their name, the name of company they are representing and contact number to M. Yanna Maxwell at ymaxwell@clevelandohio.gov. Additional questions may be submitted via email to M. Yanna Maxwell. A walk-through of the stadium will take place on **Thursday, March 7, 2024, at 10:00 a.m.** The deadline to submit questions is **Monday, March 11, 2024.** We will respond no later than **Wednesday, March 13, 2024.**

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 263 929 392 214

Passcode: sonUPm

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 216-306-2628,,91012936# United States, Cleveland

Phone Conference ID: 910 129 36#

[Find a local number](#) | [Reset PIN](#)

An Equal Opportunity Employer

At or before the teleconference interested parties may submit or ask questions pertaining to the Request for Proposal ("RFP") and the services desired.

Each firm shall submit **an electronic copy submission via email** to M. Yanna Maxwell at ymaxwell@clevelandohio.gov; **no later than 4:00 p.m., Monday, March 18, 2024, Eastern Standard Time.** Your proposal will be time stamped when received. City documents to be included shall consist of a notarized Non-competitive Bid Contract, W-9 form, Vendor Entry form, your last three (3) years of income tax or financial statements, and your billing rate/fee.

If you have any questions, please do not hesitate to contact John Laird at (216)664-2514. Thank you for your attention to this matter.

Sincerely,



Frank D. Williams, Director
Department of Public Works

FDW/mam

CC: **John Laird, Asst. Director of Public Works**
Jennifer Robinson, Dept. Of Public Works
Eduardo Romero, Risk Manager-City of Cleveland
Sarah Contos-Holden, Dept. Of Public Works
File

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I. Introduction and Background

The City of Cleveland Department of Public Works is inviting proposals for property insurance covering the municipally-owned stadium facility located at located at 100 Alfred Lerner Way, as further described herein **for a period up to two years, starting with the date of the currently effective contract, the day following or on June 15, 2024.** The City reserves the right to reject any or all proposals or portions thereof, and to waive any informalities, technicalities or irregularities in any or all proposals.

II. Scope of Services

Specific Coverage Details

Property: Municipally-owned stadium facility
 100 Alfred Lerner Way
 Cleveland, Ohio 44114

Coverage term: Commencing for a period up to two years.

Total value of property to be insured total full recovery replacement cost of building for the following:

Limits:

1. **\$650-700 Million**
2. **\$750-800 Million**

A coinsurance clause is acceptable to the City, but the materiality of any such coinsurance clause shall be determined at the sole discretion of the City.

It is anticipated that the limit of liability requested might be achieved either through a combination of primary and excess property policies, or through a single policy.

Loss Claim Report.

Documents related to loss claims for years 2013 – 2020 is included in this proposal. See the documents in Appendix A entitled “*Fireman's Fund Insurance Company*” and “*Loss Experience UW Year History*”

Deductible: \$25,000 per occurrence.

The City requests that proposers also provide quotations for a deductible of \$100,000 per occurrence as an option, as well as a second additional alternate not to exceed a \$250,000 deductible for each of the limits outlined in this Section. The coverage shall include the following features:

- Total Replacement cost coverage. (Include Demolition and Increased Cost of Construction.)
- All-risk form.
- Terrorism coverage
- Include property in the open and underground.
- Include removal of all debris from a covered cause, not just debris of covered property.
- Include waiver of subrogation, in favor to the National Football League, Cleveland Browns Holding LLC, First Energy Stadium Co. LLC and Cleveland Browns Football Co. LLC, to the extent set forth in the Lease by Way of Concession between City of Cleveland and National Football League, dated April 26, 1996.
- Flood, Fire, TRIA and Earthquake coverage: Included, May be subject to sublimits and/or separate deductible. Materiality of any such differences shall be determined in the sole discretion of the City of Cleveland.
- Ninety (90) days' notice of cancellation shall be provided.

Procedural Information

The City and its staff will not prepare individual applications prior to proposal award. Additional underwriting information will be provided upon request in a generic format to all proposers. Applications as reasonably required by the successful proposer(s) will be prepared after the successful proposer(s) have been identified. Questions and requests for further information should be emailed to: John Laird jlaird@clevelandohio.gov or ymaxwell@clevelandohio.gov

Provisions Applicable to All Coverages

All coverage shall be placed with companies rated not less than A-, VIII; A, VII; or A+ VI by A.M. Best.

Cancellation at any anniversary of the inception of coverage must be permitted at the sole discretion of the City of Cleveland, with any refunded premium or premium due calculated on a pro rata basis (not short rate).

If a proposal contemplates the use of more than one policy (for instance, if primary and excess layers of coverage are used), premiums will be assumed to be separately determined for each coverage, unless otherwise indicated. Where quoted premiums are contingent upon the purchase of another policy or policies, these linkages must be clearly described. If coverage is available at a higher premium if purchased separately, this premium must also be clearly stated in the proposal.

Policy duration: Premiums shall be quoted for either one year or two years.

All premiums and other costs shall be quoted in exact dollars with no estimates.

All vendors will provide evidence of Errors and Omissions coverage, and any other insurance coverage or risk financing program intended to cover similar professional liability on the part of the vendor.

The City retains the right to reject all proposals for any particular line(s) of coverage, or all coverages.

Additional Insureds:

U.S. Bank Global Corporate Trust
West Side Flats, St Paul

60 Livingston Ave, Saint Paul, MN 55107 | Mail code: EP-MN-WS3C | www.usbank.com

Cleveland Cuyahoga Port Authority – Lessor
101 Erieside Avenue
Cleveland, OH 44114

Cleveland Browns Holding LLC
and Cleveland Browns Football Co. LLC

Additional Information:

- The City is only responsible for covering revenue loss up to the amount of the annual rental payment from the Browns: \$250,000.
- All surveillance cameras are the property of the Cleveland Browns
- Approximately 64 planters, 15 waste receptacles, 2 pavilions, and 3 kiosks are found outside of the stadium, but must be covered by this policy.

III. QUALIFICATIONS OF PROPOSER

A. Years in Business

The firm must be an established business for a minimum of five (5) years; otherwise, the owner/operator must have a minimum of five (years) experience.

B. References

Each firm will be required to provide three (3) verifiable positive references which may include but are not limited to ability, performance of previous contracts and service, integrity, character, reputation, judgment, experience, efficiency, delivery, and professionalism.

C. Financial Information

The City of Cleveland reserves the right to require a proposer to show to the complete satisfaction of the City staff that it has the necessary facilities, abilities, and financial resources to provide the services specified. The proposer may also be required to give a history in order to satisfy the City of Cleveland in regard to the proposer's qualifications. The City of Cleveland may make a reasonable investigation deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish the City of Cleveland all information for this purpose that may be requested.

Proposers must demonstrate the financial capability to perform the scope of this request. The City of Cleveland will perform a financial analysis of the firm that received the highest rating from the evaluation committee. The City of Cleveland may utilize Dunn & Bradstreet reports in determining the firm's financial capability. The proposer will be eliminated from the process if the analysis shows the firm is financially unable to perform the contract as proposed. In this situation, the City of Cleveland will proceed to the next highest rated firm until a financially responsible firm is discovered.

D. Qualifications of Firm to Perform Project

Each proposer is required to submit a list of personnel, including the Project Manager to be assigned to the project including resumes, experience, and responsibilities. Proposers must include joint venture and/or subcontractor information including a list of the team members that may partner/participate with the firm. Each proposer will be required to describe abilities specific to the scope of services as specified including the following:

- 1) Experience working with the public.

IV. PROPOSAL SUBMISSION INSTRUCTIONS

A. GENERAL REQUIREMENTS

- 1. No organization, firms, or individuals seeking award of a contract under this solicitation may initiate or continue any verbal or written communications regarding the solicitation with any City officer, elected official, employee, or other City representative without permission of the Division of Purchasing

named on the solicitation, between the date of the issuance of the solicitation and the date of final contract award by the City of Cleveland. Violations will be reviewed by the Director of the Division of Purchasing. If determined that such communication has compromised the competitive process, the offer submitted by the organization, firm, or individual may be disqualified from consideration for award.

2. All questions or requests for additional information shall be addressed to Frank D. Williams, Director of Public Works.

B. Proposal Contents

1. Cover letter – introduce your firm and subcontractors (if applicable), including:
 - Firm name, address, and state/federal identification codes such as Federal Employer Tax Identification number.
 - Individual with legal contacting authority: name, title, address, telephone, and email.
 - Primary contact, if different than individual in prior bullet: name, title, address, telephone, and email.

C. Technical Requirements

The selected vendor shall provide labor, transportation, materials, equipment, expenses, and technical expertise to perform this project. Firms submitting proposals for this work should clearly identify all relevant staff credentials, for those individuals assigned to this work.

- Staff/equipment resource logistics and management
 - Overall project timeline and interim data deliverables
 - Communication plan
2. Project Staff Qualifications – list committed project staff for all major tasks, describing everyone as follows:
 - Education and experience, including total career years, as well as years at present employment
 - Project role/responsibility
 3. Budget – based on project timeline proposed, estimate what specific amount of the inventory can be done by each interim milestone, at what invoiced amount. Also include overall budget, subdivided into categories by task and/or function.
 4. Exceptions to RFP – indicate any requirements stated in the RFP with which you cannot, or may not be able to, comply; explain.

D. Proposal Submission

1. An electronic copy submission. Please refer to the first paragraph on page two (2). The Proposal Fee Schedule shall be submitted separately (electronically) with the Firms name, address, and FEE SCHEDULE.
2. Proposals must be signed in blue ink by a company official who has authorization to commit company resources. This document must be electronically scanned in color as a part of the proposal.
3. Proposals submitted are not made publicly available until the Contract has been awarded by the City of Cleveland. All proposals and Supporting materials as well as correspondence relating to this RFP become property of the City of Cleveland when received. Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.
4. The City of Cleveland reserves the right to reject any or all proposals, in whole or in part, to request clarifications, to negotiate changes in the scope of services, and to waive any technicalities as deemed in its best interest.

V. PROPOSAL EVALUATION

The Proposal should be responsive to the specific range of issues described in this Request for Proposals. Vendors are asked to read the Request for Proposals carefully to ensure that they address the specific requirements of this Request and submit all requested information.

Part I - Initially, proposals will be evaluated based on their relative responsiveness to the criteria described in Section B above and will be scored based on the point values as shown:

1. Background, experience & knowledge– Evaluation of the Proposer’s experience, knowledge and capacity as a corporation or other entity to perform the scope of services, verification of references, financial capability as described above.

0 - 40 points

2. Qualifications of firm to perform project and proposed operational plan and methodology as described above.

0 - 60 points

SUBTOTAL 100 points

Part II - The City may choose to short list prior to opening Fee Proposals. The fee schedules of the highest scoring proposals from Part I will be opened and reviewed, with scores evaluated based on the following criterion:

At the City of Cleveland's discretion or as deemed in the City of Cleveland's best interest, firms may be short-listed a second time to determine the final recommendations. At this time, if deems it to be necessary, the City of Cleveland may request further information, explanations, clarifications, presentations, interviews, meetings or site visits with some or all of the firms' submitting proposals.

The City may choose to short list again and invite a number of the highest scoring firms for an optional interview and presentations. The number of firms invited will be at the discretion of the selection committee. The dates and nature of the interview requirements will then be relayed to the invited firms.

Optional Interview 0 – 20 points
TOTAL 120 points

VI. PROPOSAL REQUIREMENTS

A. Cleveland Area Business Code

- a. **Requirements.** During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:
- b. **Failure to Comply.** When determining the contractor's future eligibility for a City contract, the City shall consider a contractor's failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

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

C. Execution of a Contract. The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law,

exclusive of Saturdays, Sundays, and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

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

E. Proposer’s Familiarity with RFP; Responsibility for Proposal.

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

F. Anticipated Proposal Processing

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

- i. **Issue Request for Proposals: Monday, February 5, 2024**
- ii. **Pre-proposal Conference/Teleconference: Thursday, February 22, 2024, at 12:30 p.m.**
- iii. **Walk-thru: Thursday, March 7, 2024, at 10:00 a.m.**
- iv. **Deadline for Submitting Questions: Monday, March 11, 2024**
- v. **City Response to Questions: Wednesday, March 13, 2024**
- vi. **Deadline for Submitting Proposal: Monday, March 18, 2024**

g. Interpretation

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

VII. QUALIFICATIONS FOR PROPOSAL

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

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

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

Notice of Cancellation

The insurance policy or policies provided hereunder shall provide as follows:

“The Company agrees that ten (10) days prior to cancellation, or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by certified mail to the Director of Law of the City of Cleveland.”

In addition to the notification required of Vendor’s insurance company, Vendor shall notify the City, in writing, by certified mail to the Director of Law of the City of Cleveland, immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

Copy of Insurance Policy

Upon the request of the Director of Law of the City of Cleveland, Vendor shall forthwith provide the Director of Law with an exact copy of the insurance policy or policies required under this Agreement. If requested by Vendor, the City agrees to enter into an appropriate confidentiality agreement with respect to the information contained in said insurance policies.

Certificate of Insurance

Upon execution of this Agreement Vendor shall submit to the City a certificate(s) of insurance with respect to such policy or policies. Such certificate(s) shall contain the notification provision set forth in paragraph “A” above. If the additional insured endorsement required above is not available at the Agreement execution date, Vendor shall submit to the City a notation of the endorsement together with either a Binder or an Advice of Insurance with respect to such endorsement. Vendor shall also provide a copy of the endorsement naming the City as an additional insured under Vendor’s commercial general liability coverage. The endorsement shall be submitted no later than thirty (30) days after the execution date hereof.

Policy

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

No Limit of Liability

The limits of insurance specified above shall in no way constitute the upper limits of liability for which Vendor is responsible under Section 5.17, Indemnity.

Indemnification

General Indemnification

The Vendor, at its own expense, shall completely and entirely indemnify and hold harmless (including reasonable attorney fees) the City and its respective officers, agents and employees (“indemnified Parties”) from any claim or suits that may be based upon any injury to persons or property arising out of an error, omission or negligent act of Vendor; and Vendor shall, at its own expense, defend the City in all litigation, pay all attorneys’ fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection, with such litigation or claims; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation. The indemnification set forth in this Article shall survive the term of this Agreement.

Should the parties agree to submit claims, disputes, or other matters arising out of this Agreement to arbitration, they may do so only with written agreement of all parties, including the City.

Patents, Copyrights and Trade Secrets

Vendor shall indemnify and shall hold harmless (including reasonable attorney fees) Indemnified Parties against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from or in connection with claims of violation of United States patents, trademark, trade secrets, proprietary information, copyrights or other intellectual property rights resulting from the Vendor or the City’s use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The City will provide the Vendor with a written notice of any such claim or suit. The City will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the City against this suit.

If a third-party claim causes City’s quiet enjoyment and use of any product supplied by Vendor to be seriously endangered or disrupted, or, should a court order be issued against the City restricting the City's use of any product and should the Vendor determine not to further appeal the claim issue, at the City's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

1. Purchase for the City the rights to continue using the contested product(s), or
2. Provide substitute products to the City which are, in the City's sole opinion, of equal or greater quality, or
3. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the City all reasonable related losses related

to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

Injuries or Death of Third Party

Vendor agrees to indemnify and hold harmless Indemnified Parties against all losses and liabilities arising out of or resulting from all injuries or death to persons or damage to property, including theft, on account of performance of work or services by Vendor pursuant to the Agreement.

Obligation to Vendor's Employees

Vendor shall indemnify and hold harmless Indemnified Parties against all liabilities arising out of Vendor's failure to perform all obligations owed to Vendor's employees.

FICA and Taxes

Vendor agrees to indemnify the City for all sums that are due and owing to the Internal Revenue Service (IRS) for withholding FICA and unemployment or other state and federal taxes. Vendor further agrees to make such payments to the IRS and appropriate state authorities for withholding FICA and unemployment taxes.

Duration of Indemnification

Vendor's obligation to indemnify and Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason.

Subcontractors

Vendor shall not sublet or subcontract nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without the previous written consent of the Court, following the issuance of an Order of the Court permitting such subcontract. Subletting, if permitted, shall not relieve Vendor of any of its obligations under this Agreement. Vendor shall be and remain solely responsible to the Court for the acts or faults of any subcontractor and of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be considered an agent or employee of Vendor to the extent of its subcontract. Vendor shall file a conformed copy of the applicable subcontract with the Court. Vendor and any subcontractor shall jointly and severally agree that the Court is not obligated to pay or to be liable for the payment of any sums due any subcontractor. References to the Vendor in this Agreement or its attachments include authorized subcontractors of Vendor.

A. Financial Information:

The Proposer shall include the following financial information:

- i. Income statement for the last three (3) fiscal years, prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the Proposer. If a publicly held

corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission (“SEC”) on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last 12 months. Owners of closely held corporations must submit a personal financial statement, current to within one (1) week of the proposal date.

- ii. Ownership of the Proposer. If the Proposer is a corporation and its outstanding stock is held by fewer than 10 persons, the name and residence address of each shareholder and his/her shares of outstanding stock must be listed.); and
 - iii. Three bank and three trade references.
- B. **Proposers Affidavit:** Proposer shall submit with its proposal an affidavit stating that neither it nor its agents, nor any other party acting for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract proposed to result from its proposal, and further agreeing that no such money or reward will be paid.
- C. **Additional Required Documents:** Proposer shall complete, execute, and return with its proposal the following documents, blank copies of which are attached to this RFP:
- A. Federal Form W-9 including Taxpayer Identification Number.
 - B. Vendor Entry Form.
 - C. Non-Competitive Bid Contract Statement for current calendar year
- D. **Disqualification of a Proposer/Proposal:** The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer’s trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the way its services are to be performed or rendered.
- i. The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process to approve the award of the contract

considered in the City's best interest, as determined in the City's sole discretion.

- ii. Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City or is currently in default under any agreement with the City.
- iii. The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.
- iv. The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.



City of Cleveland

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*:				
<i>*If payment name is different from business name, please attach a detailed explanation.</i>				

BANK INFORMATION	
<i>IF YOU ARE CURRENTLY RECEIVING PAYMENTS VIA EFT, PLEASE COMPLETE THIS SECTION TO VERIFY OUR INFORMATION</i>	
Bank Name:	Account #:
Bank Contact:	ABA/Routining #:
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 _____



CITY OF CLEVELAND
Mayor Justin M. Bibb

Requested By: _____
(Department/Office)

**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2024
(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
- _____ INCORPORATED PROFESSIONAL ASSOCIATION
- _____ UNINCORPORATED ASSOCIATION
- _____ LIMITED LIABILITY COMPANY
- _____ TRUST
- _____ ESTATE
- _____ PARTNERSHIP
- _____ 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 2024 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, 2022 and December 31, 2023 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, 2022 and December 31, 2023 that totaled in excess of \$1,000.00.

