



Dear _____:

The City of Cleveland, through the Office of Prevention, Intervention and Opportunity for Youth and Young Adults, is soliciting proposals from qualified organizations to provide youth employment, life and job-skills training and youth development/support services for in-school youth ages 10-21 and out-of-school youth ages 16-24.

Entities are being solicited to provide high growth/high demand employment opportunities for the following:

- Traditional summer and/or year-round employment opportunities for in-school youth ages 14 to 19
- High-need youth who meet one or more of the following criteria:
 - a) **Disengaged Youth:** Youth and young adults ages 16 to 24 who are not attending school nor are employed
 - b) **Court-Involved Youth and Young Adults:** Youth and young adults ages 14 to 24, adjudicated or actively involved in a juvenile court-approved diversion program
 - c) **Foster Care Youth:** Youth and young adults ages 14 to 24 who are in or have aged out of the foster care system
 - d) **Homeless Youth:** Youth and young adults ages 14 to 24 who lack a regular and adequate nighttime residence and are unable to secure independent housing; resides in a shelter or other temporary residence; is at imminent risk of becoming homeless; or is fleeing domestic violence.
 - e) **Youth with Disabilities:** Youth and young adults with disabilities ages 14 to 24
 - f) **Pregnant or Parenting Youth:** Youth and young adults ages 16 to 24, pregnant or parenting
 - g) **English Language Learners:** Youth and young adults ages 14 to 23 whose native language is a language other than English; or lives in an environment where the dominant language spoken is not English
- Summer internships for high school youth in grades 10 - 12
- Community service project design and development for youth ages 10-14

The purpose of this RFP is to solicit proposals from qualified organizations that are able to develop comprehensive employment programs that provide City of Cleveland youth and young adults with the training, support, resources and high growth/high demand employment opportunities that promote academic, personal and professional growth and enable them to develop the knowledge and skills necessary to live a quality life and compete in a global workforce.

All employment programs must contain the following components: Outreach and recruitment, comprehensive needs assessment, individualized plan of support, case management, adult mentoring, life and job-skills training, post-secondary education and career planning and preparation, high growth/high demand work experience and follow-up support services. Internship and community service programs must include a capstone project and presentation.

Proposed programs must be fully planned and defined in the proposals submitted in response to this RFP. Proposals must address critical components such as strategies that address youth barriers to employment, program design, administrative structure, outreach/recruitment strategies, community support and partnerships, performance measures and program evaluation methodology, program sustainability, project budget and reporting and record-management.

Respondents are not required to serve all populations targeted in this RFP, so responding organizations should clearly state in their proposal which populations will be served. All respondents to this RFP must demonstrate substantial experience in providing youth employment programs. Partnering with other organizations is allowable and strongly encouraged.

Awards will be based on funding availability and capacity of providers.

The deadline for receipt of all proposals is **12:00 noon, EST on November 17.** No proposals will be accepted after this date. Completed proposals **must be emailed** to the following:

CLE-RFP@clevelandohio.gov

Attention: Sherry Ulery

Mayor's Office of Prevention, Intervention and Opportunity for Youth and Young Adults

Proposals must be identified as:

RFP# 0114-2023-01

Youth Employment Opportunities

[Insert your organization's/firm's name]

Pre-proposal Conference

A virtual pre-proposal conference will be held as follows:

Date: Monday, October 23, 2023

Time: 2:30 p.m. – 3:30 p.m.

Join from the meeting link :

Should you have any questions regarding this solicitation, please contact Sherry Ulery at (216) 664-2241 or by email at CLE-RFP@clevelandohio.gov .

- i. Issue Request for Proposals: Week of October 16, 2023
- ii. Pre-proposal Conference: Monday, October 23, 2023
- iii. Deadline for Submitting Questions: Tuesday, October 24, 2023
- iv. Deadline for Submitting Proposal: Friday, November 17, 2023



City of Cleveland
Mayor Justin M. Bibb

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Introduction and Background Information

Violence is a significant public health issue that can result in serious and lasting effects on the physical, mental and social health of youth, young adults and their families. The root causes of violence are notably linked to social determinants of health (SDOH)-the conditions where people live, learn, work and play that shape their opportunities to thrive and achieve their full potential. SDOH can have a significant impact on quality of life outcomes.

The Office of PIOYYA creates youth, young adult and family centered programs and initiatives, establishes key external partnerships and aligns city resources in an effort to address social determinants of health; prevent violence before it occurs; reduce the adverse consequences of violence and trauma on youth, families and communities; improve community wellness and resiliency; and increase access to quality programming, resources and support services for all City of Cleveland residents.

As a part of the City's efforts to address social determinants of health and the root causes of violence, the Office of PIOYYA established community-based resources, support services and programs that center around six areas:

- Youth and Adult Education
- Job and Career Readiness
- Health and Wellness
- Youth Leadership Development, Mentorship and Community Engagement
- The Arts
- Sports and Recreation

This RFP targets the key areas of Job & Career Readiness and Youth Leadership Development, Mentorship and Community Engagement which are intertwined and critical in helping youth develop the confidence, knowledge and skills, self-esteem and awareness necessary to actively participate in a democratic society and affect positive social change. The City of Cleveland believes that by providing meaningful employment opportunities that are connected to each youth's educational and career goals, we can help our youth build key competencies required for successful career development that will result in future economic independence.

A review of relevant research reveals that youth who balance school and work have an increased chance of graduating from high school, a reduced risk of becoming involved in criminal activity or the juvenile justice system and a reduction in their vulnerability to income poverty in the future. Studies have indicated that youth who balance 10 – 15 hours of work per week during the school year, earn higher grades than their peers who do not work.

In addition to these benefits, youth who experience meaningful employment opportunities also experience growth in their social development by learning how to effectively interact with customers, co-workers, supervisors, and other authority figures. They also learn self-management and individual responsibility, what a good work ethic entails, and what constitutes professionalism and the pitfalls surrounding the lack thereof. The work environment exposes them to the concepts of adaptability, sociability, and personal integrity. The benefits of these experiences carries over into their academic and personal life in a way that improves their decision-making processes and fosters the achievement of their personal life goals.

Effective youth employment and development programs help at-risk young people get and stay on track. Students who have the opportunity to be placed in a work environment, whether a community service project, an internship or actual employment, are taking that first step towards adulthood. Research shows that this type of intervention is most effective when connections are made with youth early. Providing an array of services, including academic counseling and job readiness activities; following youth development principles; providing financial incentives and follow up services, foster a sense of independence and self-reliance critical to the development of a competent adult. Additionally, these opportunities may influence a youth's choice of education or training for future employment.

The purpose of this RFP is to solicit proposals from qualified organizations that are able to develop comprehensive employment programs that provide City of Cleveland youth and young adults with the training, support, resources and employment opportunities that promote academic, personal and professional growth and enable them to develop the knowledge and skills necessary to live a quality life and compete in a global workforce.

Scope of Work

The City of Cleveland, through the Office of Prevention, Intervention and Opportunity for Youth and Young Adults, is soliciting proposals from qualified organizations to provide youth employment, life and job-skills training and youth development/support services for in-school youth ages 10-21 and out-of-school youth ages 16-24.

Entities are being solicited to provide high growth/high demand employment opportunities for one or more of the following groups:

- Traditional summer and/or year-round employment opportunities for in-school youth ages 14 to 19
- High-need youth who meet one or more of the following criteria:
 - a) **Disengaged Youth:** Youth and young adults ages 16 to 24 who are not attending school nor employed
 - b) **Court-Involved Youth and Young Adults:** Youth and young ages 14 to 24, adjudicated or actively involved in a juvenile court-approved diversion program

- c) **Foster Care Youth:** Youth and young adults ages 14 to 24 who are in or have aged out of the foster care system
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- Summer internships for high school youth in grades 10 – 12
 - Community service project design and development for youth ages 10-14

All employment programs must contain the following components:

- **Outreach/Recruitment:** Programs must include a plan for outreach and recruitment that demonstrates how the organization will work with appropriate community-based organizations, agencies and school systems to identify and recruit eligible youth.
- **Comprehensive Needs Assessment:** Partners must conduct a comprehensive assessment of the academic and skill level and service needs of each youth. The assessment should include a review of basic skills, occupational skills, prior work experience, employability, interests, support service needs, mental health services and development needs. The goal of the assessment is to accurately evaluate each youth in order to develop an appropriate plan of support to meet their individual needs.
- **Individualized Plan of Support (IPOS):** The results of the comprehensive needs assessment will be used to inform the development of an appropriate IPOS for each youth. The IPOS is a written plan that should encompass short and long-term goals and strategies that support each participant in achieving goals related to career pathways, education, employment, support services, etc. The plan will identify the timeframe in which services will be provided and when the youth will be expected to complete all activities related to each of the specified goals.
- **Case Management:** Case management serves as the infrastructure for delivering effective services that will facilitate the positive growth and development of youth and the achievement of each participant's goals outlined in the ISOP.

The purpose of case management is to help youth navigate through a complicated labyrinth of services, programs, resources, etc., to choose the options that best meet the needs of the youth. The case manager is then responsible for tracking a young person's progress in the program and helping to ameliorate any barriers to full participation. The case manager is responsible for pulling together partners to ensure the success of the youth. The case manager will work with appropriate team members to identify high growth/high demand employment opportunity that most closely matches the youth's interests.

Case managers:

- ✓ provide adult support to youth in assessing their strengths, talents, barriers and support needs- using the comprehensive needs assessment;
 - ✓ formulate individualized plans of support based on that assessment and facilitates their engagement in an appropriate set of activities;
 - ✓ match the youth with an appropriate high growth/high demand employment opportunity that supports or enhances the youth's career interests;
 - ✓ assist youth in enrolling in appropriate education program (if applicable) that best meets their academic needs;
 - ✓ schedule weekly job skills/life skills sessions that focus on soft skill development, including but not limited to reliability, adaptability, communication, cooperation, problem-solving and initiative;
 - ✓ assure that youth do not fall between the cracks of multiple aspects of the program; and
 - ✓ account for employment success.
- **Mentor Support:** Adult mentoring involves a one-to-one relationship between an adult and a youth with the purpose of building a positive, supportive relationship between the youth and the adult and to provide a positive adult role model for the youth.

The adult mentor:

- ✓ Fosters a confidential, trusting relationship with the youth;
- ✓ Helps mentees solve problems, rather than give direction; and
- ✓ Takes the initiative in the relationship but allows the mentee to take responsibility for their growth

The mentor's primary role is to provide guidance and support to the mentee based on his or her unique developmental needs. The mentor may discuss issues that come up during the employment period, the aspirations of the youth, instructional and developmental challenges and progress towards the individualized plan developed for that youth.

Mentoring for youth must:

- ✓ Last at least 6 months to 1 year and may take place both during and following exit from the program - based on the needs of the youth;
- ✓ Be a formal relationship between a youth and an adult mentor that includes structured activities in which the mentor offers guidance, support and encouragement to support the development of the mentees competence and character;
- ✓ Include a mentor who is an adult other than the assigned youth case manager; and
- ✓ Includes face-to-face interaction. However, group mentoring activities and mentoring using a virtual platform are allowable.

- **Post-Secondary Education and Career Planning and Preparation:**

Post-secondary education and career planning programs help youth prepare for and transition to post-secondary education and job opportunities. These programs help youth to assess their skills, knowledge, abilities and interests; use this information to develop education and/or career goals and plans and guide decisions regarding post-secondary education options and career opportunities; and prepare themselves to enter the job market and/or post-secondary educational institution. Referrals to college tours, exposing/referring participants to area trainings, special interest events in the area, hosting seminars, college fairs, special speaker events, etc., are all considered acceptable activities.

- **Life skills and Job-Readiness Training:**

Life skills and job readiness training help youth to develop life management skills and social competencies that will aid them in obtaining and advancing in a job, improve their well-being and help them to develop into active and productive members of their communities.

Youth will be expected to participate in weekly life skills and job readiness training sessions. This component of the program is a requirement and should be considered a part of the youths' employment experience. As such, they should be compensated for this time.

Training topics should include, but are not limited to the following: communication, teamwork problem-solving, critical thinking, cultural competency, etiquette, financial literacy, adaptability, etc.

Training sessions may occur concurrently or following work experiences. They may occur inside or outside of the work location. Training sessions can be provided by the employer or separately in a classroom setting or through other means.

- **Work Experience:**

Meaningful work experiences are a critical component of preparing youth for transition to adulthood. They help young people understand what is appropriate workplace etiquette and what is required in order to attain, retain and advance in an employment opportunity. Work experience assignments should be based on youths' career interests and enable them to gain a comprehensive understanding of the expectations associated with the job and the job prerequisites. This is an important step in developing a career pathway for youth. Respondents must take into consideration high growth and high demand occupations when securing work experiences for youth.

A work experience may take place in the private for-profit, the non-profit or the public sectors. Labor standards apply in any work experience where an employer/employee relationship, as defined by the Fair Labor Standards Act or applicable state of Ohio law, exists. Please see attached "State of Ohio Minor Labor Laws" or go to www.com.ohio.gov for details regarding Ohio's laws. Allowable work experiences include the following categories:

- ✓ Summer employment opportunities and other employment opportunities available throughout the year;
- ✓ Internships and job shadowing
- ✓ Pre-apprenticeship and apprenticeship programs
- ✓ Youth-run business/entrepreneurship
- ✓ Community service projects

- ***Requirements for Community Service Projects:***

Community service allows youth to learn the value of helping and giving back to the communities in which they live while working with adults. In order for community service to work effectively for youth, the following components need to be in place (provided by Campus Outreach Opportunity League):

- 1) *Meeting community needs- The community service performed by youth must be seen as relevant and timely. Youth need to see and learn about the real needs in their community and what they can do to help to address those needs.*
- 2) *Careful planning and preparation- Youth should be a part of the planning of the project and each person should be prepared for their part in completing the project. Youth need to help prioritize activities, involve and inform parents and other adults; and keep safety and adhere to safety and risk management procedures.*

- 3) *Meaningful action- The activity needs to be necessary and valuable to the community. The youth should feel like they made a positive difference. All participants should be fully involved.*
- 4) *Time for reflection/evaluation- Structured time should be provided for the participants to reflect on the project to think about their contributions; and what it meant to them and the community. Participants should be involved in discussing the impact of their service and what they learned from completing the project- the evaluation will provide the group direction for improvement, growth and change.*

- **Capstone Project** (Requirement for Internship and Community Service Programs Only):

A capstone project is a multifaceted investigative project that culminates in final presentation, product or performance. Youth participating in an internship or community service project will be required to complete a capstone project. The capstone project should be related to their profession of interest. Participants will be required to conduct research on the subject, maintain a portfolio of findings, create a final product that demonstrates their understandings/conclusions on the topic and give an oral presentation of the project to a panel of individuals the Office of PIOYYA, in collaboration with the provider, will select. The panel will assess the quality of the project using a rubric.

- **Follow-Up Support Services:**

Providers are required to provide at least 6 to 12 months of follow-up services to youth who have completed the program as well as participants who dropped out of the program but need additional support/services. The level and types of services should be based on the needs and barriers of each participant.

- **Summer Internship Opportunities for high school youth in grades 10 - 12.**

Youth served in this category are currently attending high school in grades 10 – 12 and should be matched with opportunities to participate in a 6 – 8 week internship requiring 35 – 40 hours per week in their identified areas of interest. Youth participating in an internship program should be provided the opportunity to perform entry-level tasks that go beyond filing and answering phones. These opportunities should provide the youth skill-development activities as well as mentoring from the sponsor of the internship. The successful proposal will provide a variety of internships in government, corporate and non-profit sectors.

- **Summer Stipend-based Community Service Project Design and Development Opportunities for youth ages 10 – 14.**

Youth ages 10 – 14, once matched with an appropriate community service agency or group, will participate in a 6 – 8 week Community Service Project targeting the youth’s interests and aspirations as determined by the needs assessment and conference. With guidance, the youth will create and plan a community service project either individually or as part of a team. Upon approval of the planned project, the youth will complete the project and prepare a presentation outlining the process for design and implementation of the project. The presentation will include a description of the types of careers that support such a project.

Please include the following information for each category:

Summer Work Experience and Year-Round Work Experience:

- Minimum number of hours per week
- Total number of weeks in the program
- Proposed dates for program
- Hourly wage
- Types of establishments with whom provider is partnering
- Specific, measurable outcomes

Internships:

- Minimum number of hours per week
- Total number of weeks in the program
- Proposed dates for program
- Hourly wage
- Types of establishments with whom provider is partnering
- Capstone Project
- Specific, measurable outcomes

Community Service:

- Minimum number of hours per week
- Total number of weeks in the program
- Proposed dates for program
- Stipend amount
- Stipend requirements
- Types of community service opportunities
- Capstone Project
- Specific, measurable outcomes

Please note that minimum wage is \$10.10 an hour, increasing January 1, 2024 to \$10.45. However, due to increasing wages, the City will pay \$13.50 per hour for the employment opportunities. Community service opportunities have paid a stipend that is typically less than \$13.50 an hour.

Please see attachment A – “State of Ohio Minor Labor Laws” for restrictions on working hours for minors and prohibited occupations.

Expected Outcomes

Through employment, internship or community service opportunities and weekly development sessions that emphasize the competencies and skills identified as necessary to productively contribute to their communities and society youth will:

- develop an increased tolerance of diversity and an appreciation of other cultures;
- develop a greater self-knowledge of strengths and challenges;
- develop the ability to evaluate experiences and make judgments about future aspirations (personal efficacy);
- learn the value of teamwork and improve ability to contribute to a team;
- develop leadership skills;
- explore the value of compassion and selflessness, enabling them to connect with people and improve communication skills; and
- develop public speaking skills by learning how to research, prepare, and deliver a presentation.

QUALIFICATIONS

1. Qualifications of the Consultant:

A. Years in Business

The firm must be an established business for a minimum of five (5) years; the owner/operator must have a minimum of ten (10) years of experience in the areas of education, process improvement, performance management, organizational development, operational efficiency, workforce development, and/or six sigma/quality control for service industries.

B. Related Experience & Knowledge

Proposers are required to have verifiable experience consulting/advising government or private recreational/education organizations. Each firm will be required to provide at least three (3) comparable contracts detailing the type of service provided along with the scope sizes and complexities. Firms should include all experience/qualifications they have within workforce development and recreational/educational consulting.

C. 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. Each proposer will be required to submit a minimum of three (3) similar contracts. References of successful experience in a project of a similar scope are required.

D. 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 concerning the proposer's qualifications. The City of Cleveland may make a reasonable investigation if it deems 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. 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.

E. Qualifications of Firm to Perform Project

Each proposer is required to submit a list of personnel 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 capabilities specific to the scope of services as specified including the following: 1) Experience and qualifications of proposed personnel. 2) Qualifications to provide consulting service based on previous experience, credentials, technical expertise and financial strength.

F. Proposed Operational Plan & Methodology

Each proposer will be required to provide an operational plan and methodology that outlines how the firm intends to provide the deliverables as required by this request for proposals.

PROPOSAL SUBMISSION INSTRUCTIONS

A. GENERAL REQUIREMENTS

The deadline for receipt of all proposals is **12:00 noon, EST on Friday, November 17, 2023.** No proposals will be accepted after this date. Completed proposals **must be emailed** to the following:

CLE-RFP@clevelandohio.gov

Attention: Sherry Ulery

Mayor's Office of Prevention, Intervention and Opportunity for Youth and Young Adults

Proposals must be identified as:

RFP# 0114-2023-01

Youth Employment Opportunities

[Insert your organization's/firm's name]

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.

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.

PROPOSAL EVALUATION

The City of Cleveland will select the firm that best demonstrates that they would add the most value toward achieving the key objectives of this request for proposals. The Proposal should be responsive to the specific range of issues described in this Request for Proposals. Consultants are asked to read the Request for Proposals carefully to insure that they address the specific requirements of this Request and submit all requested information. If proposer is responding to several categories, proposer should cost out each component separately.

Part I – Proposals are evaluated based on their relative responsiveness to the criteria described below 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 provide consulting services, verification of references, financial capability as described in items A, B, C & D above.
2. Description of the program to be provided, including details identified on page 13, and identification of specific, measurable outcomes.
3. Qualifications of firm to perform project and proposed operational plan and methodology as described in items E & F above. The City will evaluate all Proposals based on the score and rank of the first four criteria of the proposals.

Part II - At the City of Cleveland’s discretion or as deemed in the City of Cleveland’s best interest, firms may be short-listed in order to determine the final recommendations. At this time, if the City deems it to be necessary, it 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.

Proposal Requirements

CLEVELAND AREA BUSINESS CODE

Requirements.

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

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

the contract services (e.g. 25% completion, 50% completion, 75% completion).

Failure to Comply.

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

- a. Under the Cleveland Area Business Code, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.
- b. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- c. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following Equal Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

i. **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").

ii. **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 16 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.

iii. **"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.

iv. **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.

A. 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: Week of October 16, 2023
- ii. Pre-proposal Conference: Monday, October 23, 2023
- iii. Deadline for Submitting Questions: Tuesday, October 24, 2023
- iv. Deadline for Submitting Proposal: Friday, November 17, 2023

B. 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 Request for Proposal. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

Qualification for Proposal

A. Requirements

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

- i. Provide evidence that it has adequate experience and expertise in the recreational/educational consulting industry per the requirements previously mentioned in this request for proposals.
- ii. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
- iii. Possess or demonstrate it qualifies for all applicable licenses, certificates, permits, or other authorizations required by any governmental authority, including the City, having jurisdiction over the operations of the Successful Proposer and the proposed services.
- iv. Submit with its proposal at least three (3) written, verifiable, references dated within the last three months from clients for which the Proposer has rendered services substantially similar to those sought by this RFP, and recommending Proposer for selection for such services.

In addition to the specific categorical requirements, the contracted partner will agree to the following:

- Provide an orientation to the youth and their families.
- Incorporate robust safety and security protocols and practices.
- Promote recovery and resilience by using a trauma-informed approach.

- Inform the Office of Prevention, Intervention and Opportunity for Youth and Young Adults within 24 hours of becoming aware of any critical incidents involving program participants or staff members.
- Keep information in a confidential manner.
- Participate in conferences with the team.
- Maintain, collect and report programmatic data, including measurable outcomes.

Only established, experienced providers will be considered. Qualified providers must clearly delineate in their proposal the program design, expected outcomes and alignment with City objectives, method of delivery, age range targeted and the process for monitoring and evaluating the program. Programs should be designed to support youth in one or more of the defined categories. Providers are not required to address all categories.

Awards will be based on funding availability, needs of the community and capacity of providers.

B. Insurance

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

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.

C. Indemnification

General Indemnification

The Vendor, at its own expense, shall completely and entirely indemnify and hold harmless (including reasonable attorney's 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 any and 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.

D. 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.

E. 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.

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.

- F. **Additional Required Documents:** Proposer shall complete, execute, and return with its proposal the following documents, blank copies of which are attached to this RFP:
- i. Federal Form W-9 including Taxpayer Identification Number;
 - ii. Non-Competitive Bid Contract Statement for Calendar Year 2022

G. **Disqualification of a Proposer/Proposal:** The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered. The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational 23 requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion. Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City. The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer. The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor
By: _____
Title: _____

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



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 _____