



Frank G. Jackson, Mayor

RFP: CCDPS-2015-001 Residential and Small Commercial Electric Aggregation

**REQUEST FOR PROPOSALS
To Provide
Electric Aggregation Program Services
For the City of Cleveland**

**Issued by:
The City of Cleveland-Mayor's Office of Sustainability**

Issue Date: March 6, 2015

Sealed Responses Due on or before: April 9, 2015, at 12:00 P.M. Local Time.

No late responses will be considered

1.0 Introduction

The City of Cleveland, Ohio is seeking Proposals from certified Competitive Retail Electric Service (CRES) providers (collectively, "Respondents") to provide electric aggregation program services for the City of Cleveland. The City's electorate voted on November 7, 2000 to authorize the City to create an "opt-out" electric aggregation program under Chapter 4928 of the Ohio Revised Code. The City is currently certified by the Public Utilities Commission of Ohio (PUCO) to provide governmental aggregation services. The City administered an electric aggregation program from 2000 to 2005 and again from 2010 to present. Approximately 67,000 residential and 7,500 small commercial customers of the Cleveland Electric Illuminating Company (CEI) are eligible aggregation customers. Residents average 9,700 kWh in annual consumption and commercial customers average 33,000 kWh. The current aggregation services supplier is FirstEnergy Solutions. The City is seeking to implement a program with a term commencing at the conclusion of the current program in July 2015 for a period of between twenty-four (24) and thirty-six (36) months.

The primary goals of the City's electric aggregation program include: 1) providing lower electricity costs for Cleveland's citizens; 2) while at the same time using various configurations of energy efficiency, local renewable energy development, and renewable energy purchases to advance Cleveland's sustainable economy; and 3) ensuring that supplier(s) provide quality, reliable service and first-rate customer service.

The City is willing to explore various approaches to obtaining aggregation services in order to determine how to most effectively achieve these goals. While the City prefers "turnkey" aggregation program providers who provide all program services, including generation, the City will accept separate Proposals from brokers, generation suppliers, and suppliers of energy efficiency and renewable energy services.

2.0 Proposal Procedures

Intent to propose:

Please submit an Intent to Propose Letter, in substantially the form indicated by the sample on the final page of this proposal before any appendices, to the contact address shown in Section 2.1 below, on or before March 18, 2015 at 5:00 P.M. Only those persons submitting a signed Intent to Propose Letter will receive written Addendums. However, submission of the letter is for tracking purposes only and does not obligate the Company in any way.

Contact person:

Any and all inquiries, requests for documents, requests for clarification, and document submissions of any kind, on this Request for Proposals must be addressed to the following:

Division of Purchases and Supplies
Department of Finance
601 Lakeside Ave, Room 104
Cleveland, Ohio 44114
Tel: (216)-664-2620 · Fax: (216)-420-8825
Email: Purchasing@city.cleveland.oh.us

Preproposal Conference: An optional Preproposal Conference will be held on March 20, 2015 at Cleveland Public Auditorium, 500 Lakeside Ave., Room LL02, Cleveland Ohio 44114. Attendance is optional. Attendance must be in person; teleconferencing service will not be available. Indicate the number attending in your Intent to Propose Letter so that we can plan accordingly.

Due date. Proposals must be received and time-stamped by 2:00 p.m. on April 9, 2015. It is the individual Respondent's sole responsibility to meet the deadline. **Absolutely no Proposals will be accepted after that time unless the City first extends the deadline by a written addendum.** The City accepts no responsibility for lost or delayed proposals. By submitting a proposal, the Respondent agrees to abide by the decision of the City of Cleveland, which shall be final.

Schedule of Events: Solely for your planning purposes, the following is an anticipated calendar of events. *(Although every effort will be made to keep the project on track, the City makes no representation that the dates can or will be met in fact.)*

All Dates & Times are Local Time, Cleveland, Ohio

RFP Issued: March 6, 2015 5:00 P.M.

Pre-Proposal Conference (Optional): March 20, 2015 at 10:30 A.M.

Deadline for written questions: March 24, 2015 at 5:00 P.M.

Deadline for issuing Addendum *(if any)*: March 27, 2015 at 5:00 P.M.

Proposals are due: April 9, 2015 at 12:00 P.M.

Interviews with select Respondents *(if any)*: Week of April 27, 2015

- 2.1** Form of Proposal. All Proposals shall be prepared on standard 8 ½ x 11-inch paper. Respondents must submit an original and five (5) complete copies and one electronic copy on disc to:

Deborah Midgett
Acting Commissioner, Division of Purchases and Supplies
Department of Finance
601 Lakeside Ave, Room 128
Cleveland, Ohio 44114
216-664-2624

Proposals must be in a sealed envelope clearly marked, " RFP: CCDPS-2015-001 Residential Energy Aggregation" with the Company name clearly visible.

Proposals will not be accepted by e-mail.

Questions about this RFP must be in writing and should be directed to:

Eboni Holman, Vendor Self Service- Manager
Division of Purchases and Supplies
Department of Finance
601 Lakeside Ave, Room 104
Cleveland, Ohio 44114
Tel: (216)-664-2885
Email: eholman@city.cleveland.oh.us OR
Purchasing@city.cleveland.oh.us

Email questions are acceptable. The City is not required to answer every question. The City reserves the right not to answer any individual question. All Respondents will receive the same written answers to questions.

If Respondent intends to propose fees of any type to be paid to Respondent directly by the City, Respondent shall itemize and submit the fees in a separate sealed envelope and shall not state the fees in the Proposal. (*Note: This requirement does not apply to the administrative fees discussed in section 3.19 below.*)

Please identify a contact person from your company available to respond to questions about your Proposal. Proposals will not be returned.

2.2 Instructions. The Proposal must contain numbered paragraphs that correspond to the format of this RFP. Respondents shall indicate, with reference to the specific numbered sections of the RFP, whether the Respondent accepts the substantive provision, takes exception to it, or proposes an alternative approach. Respondents are urged to emphasize proposed enhancements to the aggregation program that would exceed the minimum requirements contained in the PUCO's CRES rules.

2.3 City's Discretion. This is a Request for Proposals. It is not an offer, contract, or invitation to bid. The submission of a Proposal in response to this process does not impose any contractual, quasi-contractual, or other legal obligations upon either the City or the Respondent. The Director may, at his/her sole discretion, modify or amend any provision of this RFP. The City reserves the right to reject any or all Proposals, to waive irregularities, informalities, and technicalities, to negotiate with any or all persons submitting Proposals, and to enter into an agreement or agreements with any person for any or all of the services described in this RFP. The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

3.0 Scope of Services

The City intends to enter into one or more contracts with one or more vendors to provide all necessary aggregation program services. To enable the consideration of as many contracting options as possible, the City will consider proposals from all PUCO-certified aggregation service providers including brokers, marketers, and generation companies. The City prefers one of the two following contracting options:

- A contract with a single PUCO-certified aggregation service provider for a turnkey program that includes all aggregation program services and generation supply;
- A separate contract with a services provider to manage an energy efficiency and renewable energy program to meet the goals listed in Section 1.0 and the services described in Sections 3.18 and/or 3.19.

For purposes of this RFP, "aggregation program services" consist of all program management services described in this section 3 except for the provision of generation.

Respondents that propose a turnkey program may include all costs in a single proposed rate per kilowatt-hour and/or percent off the Price to Compare. Respondents that propose to provide only aggregation program services or only generation services shall separately itemize the costs of those services. In either case, the proposed prices must be submitted in a separate sealed envelope as described above. For the sake of clarity Respondents should identify the specific services that will be provided and indicate any requested services that are excluded from the Respondent's Proposal.

The sections that follow describe the key elements of the requested aggregation program services but are not intended to be an exhaustive list of program requirements.

- 3.1** Plan of Operation and Governance. Assist with any necessary amendments of the City of Cleveland's Plan of Operation and Governance, followed by submission to Cleveland City Council and filing with the PUCO.
- 3.2** Public Hearings. Assist the City in conducting any public hearings that may be necessary with respect to the aggregation program, including any amendments to the Plan of Operation and Governance.
- 3.3** Conduct Opt-out and Opt-in Processes. Conduct all aspects of the opt-out process including preparing initial and refresher opt-out notices, submitting the opt-out materials to the PUCO, mailing the opt-out notices to customers, receiving the returned postcards, and finalizing the aggregation customer pool. In the past, customers have also been given Opt-in opportunities that allowed them to choose the mix of conventional and renewable energy they receive through aggregation.
- 3.4** New Individual Customers. Eligible customers who move to Cleveland, or relocate within the City, after the initial opt-out period shall be included in "refresher" opt-out solicitations issued at least quarterly. New customers shall be informed of this opt-out opportunity by the CRES provider when they sign up for service.
- 3.5** Switching Fee. The CRES provider shall be responsible for paying any CEI switching fee that is applicable to CEI customers who join the City's aggregation program.
- 3.6** Termination Fee. There shall be no termination fee charged for any customer who wishes to leave the aggregation program at any point during the term of the contract.
- 3.7** Program Charges. If the Respondent is proposing a turnkey aggregation program that includes all program services and generation, the cost of all program services and administrative support must be included in the proposed rates and no fees or charges will be payable by the City to Respondent. If Respondent's Proposal includes the option to purchase program services alone (i.e., all aggregation program services except

generation supply), the proposed charges must be individually itemized and submitted in a separate envelope as required by Section 2.1.

- 3.8** Billing Services. Describe in detail the proposed customer billing process. Aggregation program customers shall receive a single consolidated bill containing both the CRES and Electric Distribution Utility (“EDU”) charges. Respondents shall include a sample of the form of bill that would be used in the program.
- 3.9** Collections. Describe in detail your company’s proposed collections process. As between the Respondent and the City, the Respondent shall bear all risk of nonpayment by customers and all risk of non-supply of power (if generation services are included in the Proposal).
- 3.10** Database. Consistent with Ohio law, prepare a comprehensive and confidential database of accounts enrolled in the program, tracking accounts that have opted out of the program and accounts that are added during the course of the program.
- 3.11** Local Office. The City prefers the CRES provider to establish and maintain a local Cleveland office and a local representative who will be the City’s primary contact and will be responsible for overseeing the services Respondent provides. The Proposal shall identify the location(s) of program management and customer service facilities.
- 3.12** Customer Service Program. Describe your company’s customer-service program and how it will address the needs of the City’s aggregation program. Identify and describe the nature of any formal or informal complaints to the PUCO (including slamming complaints) initiated by customers, and include a description of how the complaints were resolved.
- 3.13** Call Center. Describe the call center that will respond to inquiries from residents and program participants. Include any available metrics that describe the efficiency and effectiveness of the call center operation (such as average minutes on hold, etc.). Include any available tracking metrics from your company’s other aggregation programs on the average number of calls received during a month, the length of time required to resolve billing disputes, and similar information. Describe how the call center will ensure new potential customers learn about the aggregation program throughout the contract period.
- 3.14** Communication Tools. The City’s CRES provider will be required to establish and maintain the following communication tools:
- Easy-to-understand Opt-out letter which includes an updated FAQ (information in English and in Spanish to some zip codes)
 - Information on the CEI bill including:
 - A way for residents to easily identify that they are part of the program
 - Billing statement that clearly states whether a customer is enrolled in the aggregation program in the detail of charges, how the electricity is being supplied, and contact information for the aggregator included
 - Provide a sample bill in the opt-out letter showing where customers can see on their bill where their generation is coming from (this could be included in newsletters as well)
 - Communication about how to compare aggregation with other options (linking to PUCO’s apples-to-apples website) with PUCO’s phone number

- Information about avoiding “slammers” and what to do if you have been removed from the aggregation program, but didn’t request it yourself
- Communications in Spanish
- Communications for senior citizens including coordination with the City of Cleveland Department of Aging
- Simple url that directs to the Cleveland aggregation program and has all communications tools embedded and/or downloadable
- Quarterly mailings with tips on energy efficiency and reiterating how to enroll/re-enroll in aggregation and how to determine if you are still enrolled

3.15 Reporting. The Respondent shall provide quarterly reports to the City, or as needed otherwise, relating to the status of the aggregation program. Information will include number of customers by class, number of calls received by the call center, PUCO complaints/resolutions, number of customers added to or dropped from the program, year-to-date City administrative fee, marketing progress, customer usage and savings figures, the renewable energy generation mix, and other program information.

3.16 Pricing, Rates, and Renewable Energy. Respondents are requested to propose pricing options that include the provision of renewable energy, backed by Renewable Energy Certificates (RECs), for the following percentages of the program’s requirements.

- Conventional Generation (provide percent renewable)
- No Coal / No Nuclear
- 50 percent renewable
- 100 percent renewable
- 100 percent renewable (with 30% Ohio generation)

Respondents shall identify the type(s) of Renewable Energy Credits (wind, solar, etc.), the source of the renewable energy (either owned or purchased), whether the RECs would be Green-e certified, the location of the renewable energy generator(s), and when they were put into service. All RECs shall be eligible sources of green power as defined by the EPA’s Green Power Partnership. Please identify which RECs would go to support renewable energy projects located in PJM territory, Ohio and/or the 15 county Northeast Ohio region.

In proposed options when 100 percent renewable is not required, Respondents should state how they would allow customers to “Opt-in” and pay a premium for 50 or 100 percent renewable power as an option. Describe in your proposal the optional charges for each option.

Respondents should include a percentage discount off the Price to Compare as calculated in the CEI tariff and/or a fixed rate that includes all rate components contained in the Price to Compare.

The pricing shall be firm for the duration of the aggregation contract. The City may not accept any pricing terms or language that it considers variable or potential pass-throughs.

The specific mix and quantity of renewable energy shall be subject to negotiation to arrive at a product that meets the City’s objectives and is economical for the customer.

Respondents should complete the table below for both a 2-year term and a 3-year term.

Pricing Option	% OFF PRICE TO COMPARE APPROACH			FIXED COST APPROACH		
	% off Price to Compare	Estimated Cost Savings per year for average household	Estimated Cost Savings per year for average small business	Fixed cost (\$/kWh)	Estimated Cost Savings per year for average household	Estimated Cost Savings per year for average small business
Conventional Energy Mix	X%	\$x	\$x	\$x / kWh	\$x	\$x
No Coal / No Nuclear	X%	\$x	\$x	\$x / kWh	\$x	\$x
50% Green Product	X%	\$x	\$x	\$x / kWh	\$x	\$x
100% Green Product	X%	\$x	\$x	\$x / kWh	\$x	\$x
100% Green Product (with 30% Ohio)	X%	\$x	\$x	\$x / kWh	\$x	\$x

3.17 Energy Efficiency Program. Building off the success of the Cleveland EnergySaver Pilot Program in 2012-2013, the City is looking to implement a self-sustaining concierge-style residential energy efficiency program for its residents that is accessible, affordable, and attractive. More background on Cleveland EnergySaver, which is not currently active, can be found at www.clevelandenergysaver.com/about-ces. If Respondents apply only to Sections 3.17 and/or 3.18, PUCO certification is not required. Respondents are required to propose an energy efficiency program and identify its program elements, such as:

- 1) Overview of the program approach and process for homeowners
- 2) In-home energy assessments that identify areas of the home to focus on for improved energy efficiency and savings on utility bills; Auditors should be BPI Certified
- 3) Detailed home energy assessment reports with recommendations on specific energy efficiency and conservation upgrades, listed in order of greatest return on investment and energy savings, as well as a list of available financing options
- 4) Network of BPI certified and qualified contractors capable of performing energy efficiency upgrades, and who can educate homeowners about available financing options to complete the improvements

- 5) Analysis and incorporation of available incentives and rebates to reduce the up-front assessment costs for homeowners, and to lower the final cost of energy efficiency upgrades
- 6) Identify and work with established financial partners capable of offering low-interest, un-secured loans with flexible terms to qualified homeowners interested in financing the energy efficiency upgrades
 - a. The City is open to incorporating on-bill financing/repayment options, if available, as well as other innovative loans consolidation programs such as WHEEL (warehouse for energy efficiency Loans), that would result in lower interest rates for homeowners
- 7) Qualified program management team to implement the program and provide support to residents throughout the energy efficiency process, from assessment to retrofit to follow-up inspections and rebates processing (if applicable)
- 8) Ensure tight coordination among all entities involved in the program, for a seamless homeowner experience
- 9) Targeted and innovative marketing and outreach to promote the program to interested and qualified residents
 - a. Develop or update branding and other communications materials
 - b. Develop and maintain website serving as a one-stop-shop for information and resources on energy management in Cleveland/Northeast Ohio
 - i. Includes information on other energy efficiency and renewable energy resources available to the residential, commercial and industrial sectors (e.g. HWAP, COSE, Housewarming, etc.)
 - ii. Platform to share energy success stories in the community
 - iii. Online and phone support
 - c. Coordinate with neighborhood groups such as Community Development Corporations (CDCs) and block clubs
 - d. Targeted outreach to residents based on available demographic and energy consumption information through multiple channels (social media, utility bills, etc.)
- 10) Modeling of projected energy savings, as well as measurement and verification of actual energy savings post-retrofit. Report and communicate savings to the City, and to the individual homeowners
- 11) Self-sustaining program model to generate income/revenue that will sustain a residential energy efficiency program beyond any initial funding required from the City
- 12) Approach to program evaluation, measurement, and verification
 - a. List type of program data collected and analyzed, separate from energy data
- 13) Approach to program implementation in multi-family housing
- 14) Approach to potentially expanding program to include commercial and industrial properties
- 15) Approach to potentially expanding program beyond the City of Cleveland to include other cities in Cuyahoga County and Northeast Ohio

The fee proposal should include program budget categories such as:

- 1) Program Management
 - a. Program operations staff and financial assistance staff
 - b. Office Space/Equipment
- 2) Energy Assessments
 - a. Auditor Certification/Training (if applicable)

- 3) Energy Assessment Reports (software and implementation)
- 4) Customer Relationship Management and Work Order Management
- 5) Contractor Certification/Training (if applicable)
- 6) Incentives and Rebates (include funding source)
- 7) Financial and Loan Program Management Fees
- 8) Interest Rate Buy-Down and/or Loan Loss Reserves (if applicable)
- 9) Marketing, Communications and Outreach
- 10) Verified Energy Savings Reports (software and implementation)

3.18 Advancing Local Renewable Energy Development. Respondents are encouraged to identify approaches to support local, distributed renewable generation in the City of Cleveland through this aggregation. For example, Respondents can propose any or all of the following:

- A program that includes the power generated from eligible renewable resources within the City of Cleveland by projects with installed capacity of between one to ten megawatts (MW) by the end of year two of the contract.
- A program that pays a premium rate to surplus net-metered energy, consistent with Ohio law.

RECs/SRECs generated can be used to meet the green power requirements in the aggregation. Eligible renewable resources are solar, wind, hydro, biomass, and anaerobic digesters for electricity production. See the following link for illustrative examples of solar assessments, including potential projects that could be included in a program to support local renewable energy development:

www.sustainablecleveland.org/renewablescreening

Respondents proposing local, distributed generation programs will present such programs as part of a turnkey proposal or in partnership with other suppliers to fully meet the supply requirement from this aggregation.

3.19 Administrative Fee. The CRES provider may be required to pay an administrative fee to the City to reimburse the City for the City's costs of administering the aggregation, energy efficiency program, and/or renewable energy projects. This fee would be determined by the City, added to the price proposed by the respondent, and included in the rate on the customer's bill.

3.20 Optional Grants; Value-Added Services. Respondents may include a description of any program terms and funding that will be made available to the City by the selected Respondent, and that help meet the intent of this RFP, especially Sections 3.17 and 3.18. Respondents should specify in detail not only the services that would be provided but also whether they would be delivered directly or through a specified contractor. Any funding or value-added services would not be passed through to the customer and can be included in the rates proposed by the Respondent.

4.0 Company Information

4.1 Organization. Describe your company's organization, including parent, affiliates, subsidiaries, number of employees, and other general information. Identify and describe any subcontractors or vendors that your company would retain for advertising, promotional, telephone solicitation, or other purposes.

- 4.2** Regulatory Certifications. Respondents must meet all applicable federal, state, and local requirements for the services to be provided. Describe your company's compliance with the regulatory and legal requirements for the services that your company provides in all states in which your company operates. Include your Ohio CRES certification number and date certified by the PUCO.
- 4.3** Generation Assets/Resources. Describe any physical generation assets that your company owns or controls, your company's portfolio of purchased power resources, and your company's approach to ensuring a reliable supply of power at affordable prices. All purchased-power resources must be firm power with liquidated damages.
- 4.4** Form of Contracts. Provide a copy of your company's form of contract or a sample contract from a previous or current government aggregation program. The Proposal must include all proposed terms relating to contingencies, force majeure, and any other proposed grounds that would excuse non-performance by Respondent.
- 4.5** Sustainability. Describe how the company incorporates sustainability into its own operations and way of doing business, including transparent sustainability reporting (e.g. Global Reporting Initiative, Carbon Disclosure Project, etc.).

5.0 Marketing and Education

- 5.1** Marketing Program. Describe your company's approach to marketing and promoting the aggregation program, including the incorporation of renewable energy generation. Include samples of mailings and flyers used by your company to promote other government aggregation programs. If awarded the contract, your company shall not solicit aggregation customers to participate in any other rate or program that will result in higher costs to the aggregation customer.
- 5.2** Customer Education. Describe your program to educate customers regarding electric aggregation, including the importance of supporting renewable energy development and energy efficiency. Include samples of educational materials used in other government aggregation programs.
- 5.3** Marketing Materials, Press Releases. All marketing and promotional materials distributed in the program shall include the City's logo and be subject to the City's prior approval. Respondent shall coordinate with the City in advance of any press releases or media briefings relating to the City's program.

6.0 Assistance to City

- 6.1** Presentations. The Respondent may be required to participate in presentations to City Council, neighborhood groups, and other organizations to describe the aggregation program and its current status. The Respondent may be required to prepare PowerPoint charts and other materials for these presentations.
- 6.2** Regulatory Compliance. The Respondent shall assist the City in meeting all regulatory requirements, including amending the Plan of Operation and Governance if necessary

and preparing and filing opt-out notices, quarterly/annual reports, and other required filings with the PUCO.

7.0 Legal Matters

7.1 Investigations. Describe any criminal, civil, or administrative investigations within the past ten years by any governmental authorities into the business conduct of your company, its affiliates, subsidiaries, or related companies, and their officers, agents, and employees, relating to the alleged violation of any law, regulation, order, or rule, and the outcome of the investigation.

7.2 Litigation. Describe any litigation filed in the past ten years by any person or governmental authority arising out of circumstances described in the preceding paragraph of this RFP, and the outcome of that litigation.

7.3 Defaults. Describe any contractual default or deemed noncompliance by your company, its affiliates, subsidiaries, or related companies in the past ten years arising from an obligation to deliver electricity to any third party. Describe the outcome of any such default or noncompliance.

7.4 Acceptance of Contract Conditions, Including Insurance and Bonding Requirements. Indicate any exceptions to the general terms and conditions of the RFP or any other requirements listed in this RFP; provided, however, that excessive (as measured by either number or magnitude in the City's sole determination) exceptions listed by a Proposer may result in disqualification.

8.0 Proposal Requirements

8.1 Submission of Proposal. Each Respondent shall submit its Proposal(s) in the number, form, and manner, and by the date and time and at the location required in the section 2.0, **Proposal Procedures**, above.

The Respondent must organize its Proposal package to address each of the elements in this RFP. The Respondent should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.

8.2 Recycled Materials. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non re-usable materials. Materials should be in a format permitting easy removal and recycling of paper. A Respondent should, to the extent possible, use products consisting of or containing recycled content in its Proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.

9.0 The City's Rights and Requirements

- 9.1** Interviews. The Director, at his/her sole discretion, may require any Respondent to augment or supplement its Proposal or to meet with the City's designated representatives for interview or presentation to further describe the Respondent's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies. The City reserves the right to select a limited number (a "short list") of Respondents to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Respondents selected for oral presentations in writing.
- 9.2** Public Records. Under the laws of the State of Ohio, all parts of a Proposal, other than trade secret or proprietary information and the fee proposal, may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Respondent shall clearly mark each page - but only that page - of its Proposal that contains that information. The City will notify the Respondent if such information in its Proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Proposal. Blanket marking of the entire Proposal as "proprietary" or "trade secret" will not protect an entire Proposal and is not acceptable.

10.0 Cleveland Area Business Code

- 10.1** Requirements. During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, 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.

There is no Subcontractor Participation (Utilization) goal for this contract. However, any and all proposed subcontractors, whether City certified or not, must be divulged and listed in your proposal.

- 10.2** Equal Opportunity. The successful Respondent, 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, (herein included as Appendix A) 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 Respondent 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.

11.0 Contract Execution

11.1 Effectiveness of Proposal. By submission of a Proposal, the Respondent 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 60 calendar days after the Proposal submission deadline (the "Proposal Expiration Date").

11.2 Execution of a Contract. The Respondent 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.

12.0 Responsibility for Proposal

12.1 Familiarity with RFP. By submission of a Proposal, the Respondent 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, if any, 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 Respondent 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. Respondent acknowledges that the City has no responsibility for any conclusions or interpretations made by Respondent on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Respondent 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.

12.2 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.

13.0 Qualifications

13.1 Experience. The City desires to contract for aggregation services with an experienced company with a track record of providing customer savings and excellent customer service. Respondents should provide evidence of experience in administering one or more successful aggregation programs. Each Respondent shall state in detail its qualifications, and experience, and how its services are unique and best suited to meet the requirements and intent of this RFP. Respondent may include as much information as needed to differentiate its services and product(s) from other Respondents. At a minimum, please include the following:

- i. How Respondent meets or exceeds the qualifications;

- ii. A description of the nature of the firm's experience in providing the aggregation services sought by this RFP and state the number of persons currently employed for such purpose;
- iii. A list of municipalities (identifying the local EDU) for which your company has provided aggregation services within the last five (5) years and the size of their programs;
- iv. The name, location, and date of all Respondent's agreements for like services that have been terminated, canceled, or suspended prior to completion of the engagement or expiration of the full term within the past five (5) years, and any judgment terminating, or any pending lawsuits or unresolved claims or disputes for damages or termination of such agreements within the past five (5) years; and
- v. The names and addresses of at least three (3) references for the firm's professional capabilities. Include the name, e-mail address, and telephone number of a contact person.

13.2 Certifications. Respondents must be certified by the PUCO to provide the CRES services that Respondent is proposing and shall submit their CRES certification number with the Proposal. Respondents must also submit copies of any other authorizations required by any other local or regional authorities to provide the services described in the Proposal.

13.3 Creditworthiness. Respondents must meet the credit requirements of the State of Ohio, FirstEnergy, and the City. Provide evidence of your company's corporate credit rating from a recognized credit rating agency such as Moody's or Standard & Poor's or other evidence of creditworthiness. Respondents may be required to provide financial assurances in the form of a bond, letter of credit, parental guaranty, or other instrument in the amount of \$1,000,000 and Respondent's Proposal shall identify the specific type of assurances that will be offered.

13.4 Insurance. The selected Respondent, 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 selected Respondent, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

- i. Professional liability insurance with limits of not less than \$1,000,000 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
- ii. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
- iii. Statutory unemployment insurance protection for all of its employees.

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

14.0 Proposal Contents

- 14.1 Cover Letter.** The cover letter shall identify and introduce the Respondent and provide other general information about Respondent's business organization including, at least, in one or more attachments or in the Proposal, Respondent's name, principal address, federal ID number, telephone and facsimile numbers, and e-mail address. If a corporation, provide the state of incorporation, and the full name, title, and experience of each high level corporate officer. If the Respondent is not an Ohio corporation, please state whether or not the Respondent is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation must provide evidence, prior to execution of a contract, that is qualified to do business in the State of Ohio or it must register with the Ohio Secretary of State.

If the Respondent is a sole proprietorship, state the name of the proprietor doing business. If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or passive; state each partner's experience and the proportionate share of the business owned by each partner. If a joint venture, state the name of each firm participating in the joint venture and each principal officer of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner.

- 14.2 Executive Summary.** The Executive Summary should provide a complete and concise summary of Respondent's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The Executive Summary should briefly state why Respondent is the best candidate for the engagement. The summary should be organized so it can serve as a stand-alone summary apart from the remainder of the Proposal.
- 14.3 Organization of Response; Exceptions.** The Proposal should include responses numbered to correspond to the numbered sections of this Request for Proposals. If only responding to Sections 3.17 and/or 3.18, Proposers are not required to respond to the other subsections in Section 3. Exceptions must include specific references to the numbered section of this RFP to which the exception refers. If no deviations or exceptions are identified, Respondent understands that if the City accepts the Respondent's Proposal, it must comply with and conform to all of the requirements of the RFP.
- 14.4 Financial Information.** Respondents shall include its balance sheet and income statement for the last two (2) fiscal years, prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the Respondent. If a publicly held corporation, the Respondent shall 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 six (6) months of the Proposal date.
- 14.5 Additional Required Documents.** Respondent shall complete, execute, and return with its Proposal the following documents, blank copies of which are attached to this RFP:

- ii. Federal Form W-9 including Taxpayer Identification Number
- iii. Non-Competitive Bid Contract Statement for Calendar Year 2015
- iv. Northern Ireland Fair Employment Practices Form
- v. Vendor Information Form
- vi. Certificates of Insurance (no blank copy required. Contact your insurance agent(s)).

15.0 Proposal Evaluation; Selection Criteria

15.1 Evaluation Methodology. The City department/division issuing this RFP will evaluate each proposal submitted. The department will present its recommendations first to the Consultant Review Committee ("CRC"). The CRC may, but shall not be obligated to, entertain formal presentations. The CRC may recommend one or more contracts to one or more firms. Following CRC review, the recommendations will be presented to City Council for review and approval. City Council may, but shall not be obligated to, entertain formal presentations. Respondents may be required to attend Council Committee meetings(s) and/or answer questions concerning their proposal.

The City will only consider proposals that are received on or before the proposal submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a "best and final offer" from Proposers meeting the minimum requirements.

15.2 Scoring of Proposals. The City will score each Proposal in each of the following categories:

- i. Experience and Staff
- ii. Program Management Plan
- iii. Proposed Services
- iv. Price of Conventional and Renewable Energy Options (if aggregation services included in proposal)
- v. Proposed Support of Local Renewable Energy Generation (if included in proposal)
- vi. Proposed Energy Efficiency Program (if included in proposal)
- vii. Sustainability of Proposer's Own Operations
- viii. Schedule/Timeline

The ratings are not intended or to be interpreted as a reflection of a Respondent's professional abilities. Instead, they reflect the City's best attempt to quantify each Respondent's ability to provide the services sought by the City and to meet the specific requirements of this RFP, for comparison purposes.

15.3 Disqualification of Respondents. The City does not intend by this RFP to prohibit or discourage submission of a Proposal that is based upon a Respondent's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying

from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any Proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any Proposal or to waive or to accept any deviation from this RFP or in any step of the Proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Respondent submit only one Proposal including all alternatives to the Proposal that the Respondent 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 Respondent. The City may reject one or more Proposals if it has reason to believe that Respondents 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 Respondent 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 Respondent 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 Respondent.

The City expressly reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time up to and before its execution of a contract.



Sample Only

Intent to Propose Letter

Deborah Midgett
Acting Commissioner, Division of Purchases and Supplies
Department of Finance
601 Lakeside Ave, Room 128
Cleveland, Ohio 44114

Date_____

Re: RFP No: CCDPS-2015-001 Residential Energy Aggregation

Dear Ms. Midgett:

It is the intention of _____ to submit a proposal on this
[COMPANY NAME]

project for the City of Cleveland. We accept all terms, conditions, and proposal guidelines.

We *do/do not* intend to attend the optional Pre-proposal conference on March 20, 2015 at 10:30 A.M;
_____ persons will attend.
Insert number.

Our proposal will be submitted on or before April 9, 2015 at 12:00 P.M.

Representative/Contact:

Signature Title (Print)

Print Name Phone #

Street Address Fax #

City/State/Zip E-Mail

Mailing List

AECOM
1375 Euclid Ave, Suite 600
Cleveland, Ohio 44115-1808
bradford.gellert@urs.com

AEP Energy, Inc
325 John H. McConnell Blvd
Suite 225
Columbus, OH 43215
rbarkley@aepenergy.com

AFC First Energy Center
1005 Brookside Road
P.O. Box 3558
Allentown, PA 18106
wwalsh@afcfirst.com

Appropriately Applied Technologies LLC.
8308 Lake Ave.
Cleveland, OH 44102
cle.aatech@gmail.com

Avalon Energy Services
5507 Lambeth Rd
Bethesda, MD 20814
jmcdonnell@avalonenergy.us

Bold Alternatives
26210 Emery Road #302
Cleveland, OH 44128
rob@boldalternatives.com

Brakey Energy
3309 Glencairn Road
Shaker Heights, OH 44122
cnickoson@brakeyenergy.com

Brown, Flynn Communications Ltd
5603 Wilson Mills Rd.
Highland Heights, OH 44143
margief@brownflynn.com

Carbon Vision
20600 Chagrin Blvd.
Suite 1100
Shaker Heights, Ohio 44122
mike.shaut@carbonvision.com

Clean Energy Coalition
924 North Main Street, Suite 2
Ann Arbor, MI 48104
reed@cec-mi.org

Clean Energy Solutions Inc. (CESI)
1385 Cambridge Street
Cambridge, MA 02139
phoulihan@cleanenergysol.com

CLEAResult
222 W. Washington Ave.
Suite 470
Madison, WI 53703
mkok@rsgrp.com

Cleveland Housing Network
2999 Payne Avenue
Cleveland, OH 44114
rcurry@chnnet.com

Conservation Services Group
50 Washington Street, Suite 3000
Westborough, MA 01581
carol.harley@csgroup.com
carter.dedolph@csgroup.com

Constellation
100 Constellation Way
Suite 1200
Baltimore, MD 21202
Frank.orcel@constellation.com
Mark.berry@constellation.com

Council of Small Business Enterprises
(COSE)
1240 Huron Rd. E, Suite 200
Cleveland, Ohio 44115-1717
nstika@cose.org

Delta Institute
53 West Jackson Boulevard, Suite 230
Chicago, IL 60604-3606
randerson@delta-institute.org

Dovetail Solar and Wind
26055 Emery Road, Unit G
Cleveland, OH 44128
afraszc@dovetailsolar.com

DNV-GL (KEMA, Inc.)
67 South Bedford Street
Suite 201 East
Burlington, MA 01803-5108
Clifton.Payne@dnvkema.com

DPL Energy Resources, Inc.
1065 Woodman Dr
Dayton, OH 45432
Robert.stallman@dpinc.com

Ecova
600 Vine St #1600
Cincinnati, OH 45202
tdavies@ecova.com

Elevate Energy
322 S. Green Street, Suite 300
Chicago, IL 60607
info@elevateenergy.org

Eligo Energy
1658 N Milwaukee, #314
Chicago, IL 60647
alexg@eligoenergy.com
mark@eligoenergy.com

Empower Gas and Electric
612 Park Street
Columbus, OH 43215
nmoser@empowergande.com
dgray@empowergande.com

Emuna Energy, LLC
1350 W 3rd St
Cleveland, OH 44113
info@emunaenergy.com

Enernoc, Inc.
101 Federal St
Ste 1100
Boston, MA 02110
gpoulos@enernoc.com

Enterprise Community Partners
3500 Lorain Ave., Suite 300
Cleveland, OH 44113
mmcdermott@enterprisecommunity.org

Environmental Health Watch
3500 Lorain Avenue, Room 302
Cleveland, OH 44113
mmetcalfe@ehw.org

Evergreen Energy Solutions
540 East 105th Street
Cleveland, Ohio 44108
bjones@evergreencooperatives.com
dfatica@evergreencooperatives.com

Exelon Corporation
PO Box 805398
Chicago, IL 60608-5398
info@exeloncorp.com

FirstEnergy Solutions Corp.
341 White Pond Drive
Akron, OH 44320
brich@fes.com
dzelasko@fes.com

Franklin Energy
102 North Franklin Street
Port Washington, WI 53074
fdreher@franklinenergy.com

Full Spectrum Solar
1240 East Washington Ave.
Madison, WI 53703
info@fullspectrumssolar.com

Geostellar
224 West King Street
Martinsburg, WV 25401
david.levine@geostellar.com

Good Cents
6670 W. Snowville Road, Ste#5
Brecksville, OH – 44141
Joe.marco@goodcents.com
shuttu@goodcents.com

Green Light Construction LLC
18100 Lanken Ave.
Cleveland, Ohio 44119
robsvets@gmail.com

Greater Cincinnati Energy Alliance
602 Main St. Suite 900
Cincinnati, OH 45202
JFaust@greatercea.org

Helios Solar LLC
248 West Michigan Ave.
Kalamazoo, MI 49008
info@helios-power.com

HLMS Sustainability Solutions
1301 E. 9th Street
Box 300
Cleveland, Ohio 44114
lsteinbrink@hlmsustainability.com

ICF International
9300 Lee Highway
Fairfax, VA 22031 USA
info@icfi.com

Integrity Energy, LTD.
5711 Grant Ave
Cleveland, OH 44105
info@integenergy.com

Integrays Energy Services, Inc.
1716 Lawrence Drive
De Pere, WI 54115
mwwelch@integraysenergy.com
jelutes@integraysenergy.com

Interdependent Energies, LLC
Jason Delambre, Principal
Phone: 513-646-3225
delambre@InterdependentEnergies.com

Key Bank
127 Public Square, 12th floor
Cleveland, OH 44114
joseph_n_paterniti@keybank.com

Kilowatt Financial
600 Highway 169 South
Suite 1425
St. Louis Park, MN 55426
eminor@kilowattfinancial.com

MKM Management Consulting, LLC
11470 Euclid Ave., Suite 263
Cleveland, OH 44106
info@mkmmanagement.com

MWH
1300 East 9th St, Suite 1100
Cleveland, OH 44114
mwhcorpcomm@mwhglobal.com

Neighborhood Housing Services
5700 Broadway Avenue
Cleveland, OH 44127
LTisler@nhscleveland.org

New Ecology, Inc.
15 Court Square, Suite 420
Boston, MA 02108
Coleman@newecology.org

NOPEC, Inc.
31320 Solon Road
Suite 20
Solon, OH 44139
ddean@nopecinfo.org

NRG Residential Solutions
P.O.Box 38781
Philadelphia, PA 38781
support@nrgresidentialolutions.com

Nu Energy Solutions
5600 Monroe St Ste. 203A
Sylvania, OH, 43560
Tom.kozak@att.net

OCI Solar Power
300 Convent Street, Suite 1900
San Antonio, TX 78205
development@ocisolarpower.com

Osborn Engineering
1100 Superior Avenue, #300
Cleveland, OH 44114
dlancashire@osborn-eng.com

Palmer Energy Company, Inc.
241 N Superior St
Suite 250
Toledo, OH 43604
mfrye@palmerenergy.com

Performance Systems Development
40 W. Evergreen Ave. Suite 110
Philadelphia, PA 19118
mstern@psdconsulting.com
kgreely@psdconsulting.com

Public Finance and Energy Advisors, LLC
3401 Enterprise Parkway, Suite 340
Beachwood, OH 44122-7315
esmall@pfeallc.com

PWI Energy (Johnson Controls Company)
1617 JFK Boulevard
Suite 1140
Philadelphia, PA 19103
rheimann@pwienergy.com

REpower SOLUTIONS
P.O. BOX 91992
Cleveland, OH 44101
Erika@repowersolutions.com

Solar Vision LLC
5131 Post Road, Suite 285
Dublin, OH 43017
info@solarvisionllc.net

Source Energy LLC
6917 Detroit Ave Apt 4
Cleveland, OH 44102
acarapezza@energybysource.com
ctrumbull@energybysource.com

Star Energy Partners
3340 W. Market St
Akron, OH 44333
pspillane@starenergypartners.com
icepparulo@starenergypartners.com

Strategic Aggregation Consultants
3700 Massillon Rd
Suite 341
Uniontown, OH 44685
bfargo@sac-save.com

Third Sun Solar
762 W. Union Street, Suite C
Athens, OH 45701
GGreenfield@third-sun.com

TPI Efficiency Consulting
2020 Center Street
Cleveland, OH 44113
info@tpiefficiency.com

Trinity Consultants
8425 Pulsar Place
Suite 280
Columbus, OH 43240
klowery@trinityconsultants.com

Verde Energy USA
101 Merritt 7, 3rd Floor
Norwalk, CT 06851
service@lowcostpower.com

Vermont Energy Investment Corporation
(VEIC) / Efficiency Smart
1111 Schrock Road
Columbus, OH 43229
info@efficiencysmart.org

Wisconsin Energy Conservation Corp.
431 Charmany Drive
Madison, WI 53719
dbremicker@weccusa.org

YellowLite, Inc.
5755 Granger Rd, Suite 750
Independence, OH 44131
steven.ladelfa@yellowlite.com

Appendix A

**EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b))**

Each Contract also shall contain the following equal opportunity clause:

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

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

(3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.

(5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.

(6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.

(7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code.”

Appendix B: Vendor Forms

- i. Federal Form W-9 including Taxpayer Identification Number
- ii. Vendor Information Form
- iii. Non-Competitive Bid Contract Statement for Calendar Year 2015
- iv. Northern Ireland Fair Employment Practices Form

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	
City, state, and ZIP code		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number
+

or

Employer identification number
+

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

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

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

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

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

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

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

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

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

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

Specific Instructions

Name

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

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

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

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

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9. A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10. A real estate investment trust;
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12. A common trust fund operated by a bank under section 584(a);
- 13. A financial institution;
- 14. A middleman known in the investment community as a nominee or custodian; or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, **1** through **15**.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

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

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

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

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

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

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.





City of Cleveland

Frank G. Jackson, 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*:	
-----------------------------	--

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

Address:											
-----------------	--	--	--	--	--	--	--	--	--	--	--

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

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

Website Address:	
-------------------------	--

Email Address:	
-----------------------	--

ORDERING ADDRESS INFORMATION

Check each that applies*:	
----------------------------------	--

Address:											
-----------------	--	--	--	--	--	--	--	--	--	--	--

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

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

Contact:		Title:	
-----------------	--	---------------	--

Email Address:	
-----------------------	--

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

REMITTING ADDRESS INFORMATION

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

**If payment name is different from business name, please attach a detailed explanation.*

BANK INFORMATION

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

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

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

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

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

Approved by Commissioner of Accounts _____

Date _____



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

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

Entity Name: _____

Entity's Mailing Address: _____

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

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

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

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

- NON-PROFIT CORPORATION **GO TO SECTIONS III and IV.**
- GOVERNMENTAL ENTITY **GO TO SECTION IV.**

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

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

- | | |
|--|--|
| <input type="checkbox"/> SOLE PROPRIETORSHIP | <input type="checkbox"/> TRUST |
| <input type="checkbox"/> INCORPORATED PROFESSIONAL ASSOCIATION | <input type="checkbox"/> ESTATE |
| <input type="checkbox"/> UNINCORPORATED ASSOCIATION | <input type="checkbox"/> PARTNERSHIP |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY | <input type="checkbox"/> JOINT VENTURE |

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

PLEASE READ PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (B) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2015 unless Council makes a direct award.

- (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- (B) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2013 and December 31, 2014 that totaled in excess of \$1,000.00.

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor of Subcontractor

By: _____

Title: _____

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