



2025-RFP-092

LEAGUE PARK OPERATIONS, MANAGEMENT, AND  
REVITALIZATION

**City of Cleveland**

**Department of Parks and Recreation**

601 Lakeside Ave  
Cleveland, OH 44114

RELEASE DATE: July 18, 2025

DEADLINE FOR QUESTIONS: August 18, 2025

RESPONSE DEADLINE: September 8, 2025, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/clevelandoh>

City of Cleveland  
League Park Operations, Management, and Revitalization

I.	INTRODUCTION .....
II.	SCOPE OF WORK .....
III.	COMPENSATION AND INVOICING.....
IV.	THE CITY’S RIGHTS AND REQUIREMENTS .....
V.	OFFICE OF EQUAL OPPORTUNITY (OEO) FORMS .....
VI.	AGREEMENT PROCESS .....
VII.	TERMS AND CONDITIONS.....
VIII.	EQUAL OPPORTUNITY REQUIREMENTS.....
IX.	INSURANCE LIMITS .....
X.	CONSTRUCTION OF AGREEMENT .....
XI.	PROPOSAL SECTION CRITERIA .....
XII.	PROPOSAL CONTENTS.....
XIII.	PROPOSAL SUBMITTALS .....

Attachments:

A - Reimbursables Policy

B - Highland Park Golf Foundation Qualified Management Agreement 2023

## 1. INTRODUCTION

### LATE PROPOSALS WILL NOT BE ACCEPTED

The City of Cleveland invites responses to the Request for Proposal (RFP) for League Park Operations, Management, and Revitalization.

We ask that you strictly adhere to the following critical guidelines outlined in this document.

#### 1.1. Summary

The City is requesting proposals from qualified organizations or individuals for the management, operations, programming, marketing, and maintenance of League Park (“Property”) located at 6601 Lexington Avenue, Cleveland, Ohio 44103. League Park is currently a sports complex and community park owned and operated by the City. The goal and objective is to prioritize residents and users from the Cleveland Metropolitan School District; increase usage and activation; activate the concession stand; make the facility more accessible; invest revenue into operations and capital improvement; employ residents; and limit financial investment from the City.

If this RFP is awarded, operations of the Property shall be pursuant to a Qualified Management Agreement (as described in IRS Revenue Procedure 2017-13) to be negotiated with the City and subject to separate authorization from Cleveland City Council.

#### **Qualified Management Agreement**

Any agreement for the operation, management, and revitalization of League Park resulting from this RFP shall be a qualified management agreement, as fully described in IRS Revenue Procedure 2017-13.<sup>[1]</sup> Such an agreement will preserve the tax-exempt status of the City’s outstanding tax-exempt bonds used to finance improvements at League Park, and will preserve the ability of the Contractor (through the City) to finance future improvements at League Park with tax-exempt bonds. In addition, it is the City’s intent to preserve League Park’s exemption from local real property taxation by maintaining the facility as public property used exclusively for a public purpose.<sup>[2]</sup>

[1] <https://www.irs.gov/tax-exempt-bonds/private-business-use-management-contracts>

[2] <https://www.supremecourt.ohio.gov/ROD/docs/pdf/0/2015/2015-Ohio-1775.pdf>

#### 1.2. Background

##### **Vision**

The City’s vision for League Park is for it to become a best-in-class multi-use park which celebrates its legacy as the site of some of the most remarkable events in baseball history: the 1920 World Series, and the 1945 Negro World Series. The City aspires to preserve and protect this nationally re-known public space that has survived reconstruction, demolition, and renovation since its construction in 1891. League Park preserves the unique characteristics and history that makes it a cherished institution that attracts and serves residents and visitors with diverse lived experiences and perspectives. The ball fields, walking trails, pavilions, and community center creates conditions for diverse sporting events, and educational programs with local, national, and international organizations and businesses. The City is seeking

innovative ideas that envision a League Park that improves the community's access to a diverse array of year-round programming.

The City also seeks to create more synergy with neighborhood assets-existing and planned-in close proximity to League Park, including Fatima Family Center, the Cleveland Public Library, Birthing Beautiful Communities, Cleveland Foundation, MidTown Collaboration Center, and the upcoming East 66th Complete Street project.

### **Mission**

To make League Park and Fannie Lewis Community Park a vibrant, accessible, and activated hub for residents, students, visitors, and teams, preserving and celebrating its history and maximizing its positive impact in strengthening the Hough neighborhood and the city of Cleveland.

### **History**

League Park, one of the nation's and region's foremost historic baseball sites, has been the location of many Major league Baseball milestones and defining moments since its construction in 1891. Originally named Dunn Field and opened in 1891. In April, 1910, the ballpark was renovated, renamed and reopened as League Park. It was the home of both the Cleveland Indians and Cleveland Buckeyes. It is the ballpark where the Indians won the 1920 World Series and where the Buckeyes won the 1945 Negro World Series. It was the ballpark where Cy Young pitched the opening game on May 1, 1891, where Babe Ruth hit his 500<sup>th</sup> home run on August 12, 1929 and where Bill Wambsganss recorded the first unassisted triple play in a World Series game on October 10, 1920. As the oldest original ballpark in the United States that still remains, celebrating the heritage and recreating the vibrancy of League Park through its preservation will ensure that this place will once again become a hub of baseball activity.

*(Extracted from League Park Ticket House RFP May, 13, 2013)*

Today the site is a public park. A small section of the exterior brick facade (along the first-base side) still stands, as well as the old ticket office behind what was the right field corner. On February 7, 2011, the Cleveland City Council approved a plan to restore the ticket house and remaining bleacher wall, as well as build a new diamond on the site of the old one. On October 27, 2012, city leaders took part in the groundbreaking of the League Park restoration. The project included a museum, a restoration of the ball field, and a community park featuring pavilions and walking trails. The community park was dedicated in September 2013 as the Fannie M. Lewis Community Park at League Park. Lewis was a city councilwoman who encouraged League Park's restoration.

[https://en.wikipedia.org/wiki/League\\_Park#Modern\\_League\\_Park](https://en.wikipedia.org/wiki/League_Park#Modern_League_Park)

### **1.3. [Contact Information](#)**

#### **Project Contact:**

##### **Sabra Scott**

Administrative Manager

601 Lakeside Avenue Room 113

Cleveland, OH 44114

Email: [sscott3@clevelandohio.gov](mailto:sscott3@clevelandohio.gov)

Phone: [\(216\) 664-3040](tel:(216)664-3040)

#### **Procurement Contact:**

##### **Steven Decker**

Deputy Commissioner

601 Lakeside Avenue, Room 128  
Cleveland, OH 44114  
Email: [sdecker@clevelandohio.gov](mailto:sdecker@clevelandohio.gov)  
Phone: [\(216\) 664-2624](tel:(216)664-2624)

**Department:**  
Parks and Recreation

**Department Head:**  
Alexandria Nichols  
Director

1.4. [Timeline](#)

<b>RFP Published on City website</b>	July 18, 2025
<b>Pre-Proposal Conference (Non-Mandatory)</b>	July 31, 2025, 2:00pm 6601 Lexington Avenue, Cleveland, Ohio 44103
<b>Last Day to Submit Provider Questions</b>	August 18, 2025, 5:00pm
<b>Proposal Submission Deadline</b>	September 8, 2025, 5:00pm
<b>Selection of Finalists</b>	Week of September 22, 2025
<b>Presentations</b>	Week of September 29, 2025
<b>Review Financial Package</b>	Week of October 6, 2025
<b>Selection of Vendor</b>	Week of October 6, 2025

## 2. SCOPE OF WORK

### 2.1. Scope of Services

The selected Proposer (Counselant) and their team is expected to operate, manage, and revitalize League Park and its associated amenities as a best-in-class multi-use park which celebrates its legacy as the site of some of the most remarkable events in baseball history.

This should be a mutually beneficial relationship for both the chosen Proposer and the City. The City expects the Proposer to utilize the assets that it has at League Park, invest in their improvement, and develop a business model that allows all parties to benefit. The City will retain ownership of the property. The City is open to various business models that can achieve the goals set forth in this RFP but expects the Consultant to maintain League Park as a self-sustaining facility.

### 2.2. Property Description

The property consists of the Historic Ticket House and the Grandstand Wall; Visitors Center which includes display areas, a concession stand, restrooms and storage facilities; a synthetic turf ball diamond (with home plate in its historic location), a modern-day interpretation of the Great Wall; a plaza with historical references to the Grandstands and a community mural installation; a community park with a multi-purpose trail, spray basin and ballfield; and finally extensive streetscape and landscape.

### 2.3. Timeline and Term of Agreement

The timeline lists specific and estimated dates and times of actions related to this Request for Proposals (“RFP”). The actions with specific dates must be completed as indicated unless otherwise changed by the City of Cleveland (“City”). In the event that the City finds it necessary to change any of the specific dates and times in the calendar of events, it will do so by issuing an addendum to this RFP. There may or may not be a formal notification issued for changes in the estimated dates and times.

The project is to be completed expeditiously, and the City expects the Proposer to begin operating, managing, and maintaining League Park during the spring of 2026. The term of the qualified management agreement between the City and the Proposer, including renewal options, can be no greater than 20 years.

### 2.4. Site Visit

All who respond to this RFP are strongly encouraged, but not required to, visit League Park during the scheduled site visit and tour on Thursday, July 31st at 2:00 pm EST. Interested parties should RSVP with names and email addresses to Sabra Scott via email at [sscott3@clevelandohio.gov](mailto:sscott3@clevelandohio.gov). RSVPs are required.

### 2.5. Finalist Presentations

The City intends to select a limited number of Proposers to make a final presentation of their qualifications, proposed services, and capabilities. The City will notify the Proposers selected for presentations via email. The presentation will not discuss pricing.

### **3. COMPENSATION AND INVOICING**

#### **A. General Services**

Compensation for general services shall be based on terms as stated in the proposal or as agreed upon during negotiation of the Agreement.

The Consultant may submit its invoice for payment to the Department of Parks and Recreation no later than the close of business on the **Thirtieth (30<sup>th</sup>) Calendar Day of the Month** following the month for which payment is requested. If the 30<sup>th</sup> calendar day would fall on a Saturday, Sunday, or Holiday then the submittal shall be on the previous working day. The Consultant shall not submit invoices more frequently than once per month.

Invoices not submitted in the approved format may be rejected and returned to the Consultant. This includes incomplete information and missing documentation.

#### **B. Payments To Subconsultants**

Consultant is obligated to pay subconsultants within 45 days of Consultant's receipt of subconsultant's invoice (unless specific written exceptions are authorized by the City on a case-by-case basis).

## 4. THE CITY'S RIGHTS AND REQUIREMENTS

- A. The Director, at his/her sole discretion, may require any proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- B. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.

### C. **Proposal as a Public Record**

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the proposer should clearly mark each page - but only that page - of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as "proprietary" or "trade secret" will not protect an entire proposal and is not acceptable.

### D. **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.

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

- a. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor’s Office of Equal Opportunity (the “OEO”) in its proposal.
- b. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business (“CSB”) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- c. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the proposer’s proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer’s good-faith effort to obtain the participation of certified sub-consultants. The proposer shall submit the completed forms with its proposal and they will be forwarded to the City’s Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal.

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City’s website at <http://www.city.cleveland.oh.us>. On the home page, select “Office of Equal Opportunity” from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for “CSB/MBE/FBE Registry”.

Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor participation of MBE, FBE,

and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

- d. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a “contractor” in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

**E. 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”).

**F. Execution of a Contract.**

The successful proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract. Attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

**G. Short-listing**

The City reserves the right to select a limited number (a “short list”) of proposer’s to make an oral

presentation of their qualifications, proposed services, and capabilities. The City will notify the proposers selected for oral presentations in writing.

**H. 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.

**I. 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.

## **5. OFFICE OF EQUAL OPPORTUNITY (OEO) FORMS**

Submit Office of Equal Opportunity (OEO) Schedules. These schedules are contained within the document “Notice to Bidders and Schedules” which are included in Proposal Submittals section and can also be found on the City of Cleveland website in the OEO section.

The schedules shall be fully completed and should be designed to meet or exceed the participation goal of 10%.

For each and every CSB firm identified as a subcontractor/subconsultant, Proposer should complete and sign OEO SCHEDULE 2: Certified MBE/FBE/CSB Subcontractor Participation Commitment. The certified CSB firm must also sign OEO Schedule 2. If OEO Schedule 2 is not complete and signed by both Proposer and CSB subcontractor/subconsultant, no CSB participation credit will be considered for that subcontractor.

### **Required City Forms**

Proposer shall complete, execute, and return with its fee proposal the following documents, blank copies of which are included in section, Proposal Submittals. They can also be found online on the City of Cleveland website.

- The Office of Equal Opportunity Notice to Bidders and Schedules;
- Federal Form W-9 including Taxpayer Identification Number;
- Non-Competitive Bid Contract Statement for Calendar Year 2025

## **6. AGREEMENT PROCESS**

The Proposer whose proposal is found to be the “Most Advantageous” to the City will be selected and offered the opportunity to enter into an Agreement with the City. The scope, terms and conditions of that Agreement shall be in conformance with the terms, conditions and specifications described in this RFP, or negotiated, and the proposal submitted by the Proposer shall become part of the Agreement with the City.

The selected Proposer must be prepared to begin contract negotiations immediately upon notification of selection. If the Proposer is not able to begin contract negotiations, the City may disqualify the Vendor. The City reserves the right to negotiate the contract to include any portion or portions of the proposal.

The City shall not be responsible for any proposer costs incurred in relation to preparation of the proposal, travel to meetings, or any other Proposer costs associated with proposal preparation.

The City of Cleveland’s Law Department will prepare the contract. Proposer's responses must identify a designated contact, authorized to negotiate the final terms and conditions with the Law Department. It should be noted that the Law Department uses City of Cleveland prepared contract forms and not standard contract forms.

## 7. TERMS AND CONDITIONS

The following terms and conditions, substantially in the form contained herein, shall be included in the agreement between the City and the successful respondent. Please carefully review these terms and conditions. No specific response to this section is required. Specific terms will be part of the negotiating process. An example of Highland Park Golf Foundation "Qualified Management Agreement" is attached as a reference.

### 7.1. Term

The term of this Agreement shall begin on the effective date of this Agreement and, unless sooner cancelled in accordance with the terms of the Agreement, shall terminate upon completion of and approval by the City of all work to be performed.

### 7.2. Cancellation

This agreement may be canceled by the City due to cause or convenience upon written notice to the Consultant.

### 7.3. Independent Contractor

Consultant and the City agree that Consultant is an independent contractor and not an employee of the City and further agrees that Consultant shall be considered as such for all purposes. As such Consultants shall retain sole financial responsibility for all taxes due to federal, state or local governments or agencies on account of themselves, their employees, representatives or agents.

### 7.4. Equal Opportunity, MBE/FBE

The Consultant shall comply with all terms, conditions, and requirements imposed on a "Contractor" in the 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.

A copy of this Clause shall be made a part of every subcontract or agreement entered into for goods or services and shall be binding on all persons, firms, and corporations with whom the Contractor may deal.

Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes. The forms can be found at: [City of Cleveland OEO Forms](#)

#### 7.5. Cleveland Area Business Code

During performance of this contract, Consultant shall comply with any and all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 and 187a. 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. There is no subcontractor participation goal for this contract.

#### 7.6. Subcontracts and Assignments

Consultant shall not subcontract nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without the prior written consent of the City. Subcontracting, if permitted, shall not relieve Consultant of any of its obligations under this Agreement.

Consultant shall be and remain solely responsible to the City for the acts or faults of any such subcontractor and of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be deemed to be an agent or employee of Consultant to the extent of its subcontract. Consultant and any subcontractor shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due to any subcontractor.

#### 7.7. Assignment

Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the City.

#### 7.8. Confidentiality

In rendering the Services to be performed pursuant to this Agreement, Consultant agrees to treat and maintain confidential information and data as the City’s confidential property and from the date hereof, and agrees not to divulge it to any third party at any time or use it for Consultant’s personal benefit or otherwise, except as such use or disclosure may be required in connection with the performance of the Services or may be consented to, in writing by the City.

#### 7.9. Compliance with Laws and Policies

This Agreement is subject to, and Consultant shall comply with, all statutes, ordinances, regulations and rules of the Federal government, the State of Ohio, the County of Cuyahoga, and the City of Cleveland.

#### 7.10. Indemnification and Insurance

Consultant shall indemnify and hold harmless the City and its respective officers, agents and employees from and against all losses, damages, expenses, suits or claims, liabilities and costs, including reasonable attorney's fees, that may be based upon any negligent error or omission by Consultant or any injury to persons or property arising out of an error, omission or negligent act of Consultant or its subconsultant. Consultant shall, at its own expense, defend the City in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith and shall, at its own expense, pay all claims and related expenses and 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. Such indemnification shall survive the termination of this Agreement.

#### 7.11. State Industrial Compensation

Consultant shall be required at all times during the term of this Agreement, if required by law, to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such

premiums as may be required thereunder and to save the City harmless from any and all liability from or under said act. Consultant shall also furnish, if applicable, upon the request of the City, a copy of the official certificate or receipt showing the payments referred to herein.

#### 7.12. Social Security Act

Consultant shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials and said Consultant also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefore.

#### 7.13. Interest of Consultant

Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that no person having any such interest shall be employed in the performance of this Agreement.

#### 7.14. Defaults and Remedies

*The City's Default and Remedies section is standard agreement terms. Specific default and remedy terms will be negotiated subsequent to the contract award.*

A. Consultant shall be in default of this Agreement upon the happening of any of the following events:

1. Consultant fails to observe or perform any of the covenants or agreements to be observed or performed by it hereunder and such failure continues for a period of five (5) days after written notice thereof is given to the Consultant by the City.
2. The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Consultant for its dissolution, reorganization or liquidation; (ii) a petition in bankruptcy by Consultant; (iii) an adjudication of Consultant as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors.
3. Consultant abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike or other calamity beyond its control.

A. Upon the happening of any one or more of the events as set forth in Paragraph A of this Article, or upon any other default or breach of this Agreement, the Finance Director may, at her option, exercise concurrently or successively any one or more of the following rights and remedies:

1. Enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms provisions or conditions hereof.

2. Sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance or for damages for the nonperformance thereof, all without terminating this Agreement.
  3. Terminate this Agreement.
- B. All rights and remedies granted to the City herein and any other rights and remedies that the City may have at law and in equity are hereby declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled.

## 8. EQUAL OPPORTUNITY 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.

- 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.
- The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business (“CSB”) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- To document its good-faith effort to utilize certified MBE, FBE and CSB sub consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer’s proposed use of MBE,

FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

- Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at roposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.
- The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.
- The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the OEO *Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.
- 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.
- Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.

## 9. INSURANCE LIMITS

Insurance Contractor shall, at its expense and at all times during the performance of services, 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, 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 insurance upon execution of the contract.

- A. **Comprehensive General Liability Insurance.** The comprehensive general liability insurance policy (“CGL”) shall (1) be occurrence type; (2) name City and the Designer as an additional insureds; (3) include products/completed operations coverage; (4) have limits of not less than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate covering the successful Contractor, the City and the Designer as their interest may appear, for any one incident; and (5) be primary and non-contributory, notwithstanding any other insurance covering City. Such policy or policies shall include “Contractual Liability”, the "Explosion Hazard", the "Underground Property Damage Hazard", and the "Collapse Hazard".
  1. This insurance shall include coverage for damage of property of any nature in care, custody, or control of the contractor or any property over which the successful Contractor is directly or indirectly exercising physical control by reasons of the work to be performed.
  2. Contractor may utilize Excess or Umbrella coverage to satisfy limit requirements as long as those policy do not restrict the primary policy in any way.
- B. **Business Automobile Liability Insurance.** The business automobile liability insurance policy shall cover each automobile, truck or other vehicle used in the performance of the services in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, covering the successful Contractor and the City as their interest may appear, for any one incident for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to City property.
- C. **Professional liability insurance** (including errors and omissions) shall have limits each occurrence and subject to a deductible per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services provided under the contract. The policy shall include valuable papers coverage.
- D. **Workers’ compensation and employer’s liability insurance** as provided under the laws of the state of Ohio. Notwithstanding the foregoing successful Contractor shall increase the limit of employer’s liability insurance to a limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence or any other increased amount as the City may reasonably require. Successful Contractor shall save the City harmless from any and all liability from or under said act.
- E. The successful Contractor shall take out and maintain in the name of the City of Cleveland as owner, and himself as Contractor, all builder's risk insurance in an amount equal to one hundred percent (100%) of his construction contract.

- F. Successful Contractor shall maintain statutory unemployment insurance protection for all its employees.
- G. The policy or policies shall be with companies authorized to do business in the State of Ohio and rated A- VII or above by A. M. Best Company or its equivalent.
- H. The policy or policies shall contain the following special provision: “The Company agrees that thirty (30) calendar days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be sent by certified mail to the Director of Parks and Recreation, City of Cleveland.
- I. Maintain such other insurance policies such as Garage Keepers and the like as may be reasonably required by the City.
- J. An original certificate of insurance, declarations pages of the policy (ies) or insurance binder(s) shall be deposited with the Department of Finance City of Cleveland before the commencing of any work under the contract.
- K. Successful contractor shall name the City of Cleveland and the Department of Finance as an additional insured on their General Liability and Auto policies.
- L. All policies shall contain a waiver of subrogation wherein the insurer(s) waives all rights of recovery against the City of Cleveland and Department of Finance. All policies shall be primary and non-contributory.
- M. Contractor shall require any and all of its subcontractors to procure, maintain and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.
- N. The maintenance of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold harmless the City of Cleveland and their agents for and from any injury or damage resulting from the negligent or faulty performance by the Contractor or his subcontractors. All insurance shall be carried without interruption to the end of the guarantee period.
- O. If Contractor will not have access to City data or networks, it is required that Contractor hold a Cyber policy with 3rd party liability limits of at least \$1,000,000.00 dollars per claim and in the aggregate. 3rd party liability coverage includes information security & privacy liability, media liability, and regulatory fines/penalties coverages. The City must be named on the policy as an Additional Insured for Vicarious Liability.

If Contractor will have access to City data or networks, it is required that Contractor hold a Cyber and Technology Errors & Omissions policy (separate or combined) with 3rd party cyber liability limits of at least \$5,000,000.00 dollars per claim and in the aggregate. 3rd party liability coverage includes information security & privacy liability, media liability, and regulatory fines/penalties coverages. Technology Errors & Omissions limits must be at least \$5,000,000.00 dollars per claim and in the aggregate. Technology Errors & Omissions coverage should provide coverage for your technology

products and services along with any consulting you may provide. The City must be named on the policy(ies) as an Additional Insured for Vicarious Liability.

## **10. CONSTRUCTION OF AGREEMENT**

- A. The validity, interpretation, construction and performance of this Agreement shall be in accordance with the laws of the State of Ohio.
- B. This Agreement and the agreement between the City of Cleveland sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever between the parties regarding the subject matter hereof. The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or any other term of this Agreement.
- C. No modifications or amendments to this Agreement will be valid unless in writing and signed by each of the parties hereto.
- D. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine or feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender.
- E. Proposer agrees that no representation or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein.
- F. The headings of sections and paragraphs to the extent used herein are used for reference only, and in no way define, limit or describe the scope or intent of any provisions hereof.
- G. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed original, but such counterparts together shall constitute one and the same instrument.

## 11. PROPOSAL SECTION CRITERIA

### Interviews

Based on preliminary scoring of point-based items, the City may create a short list of proposers and conduct interviews as warranted. Further instruction will be provided to the short list of proposers when notified of the forthcoming interview.

### Proposal Acceptance

The City reserves the right to accept proposals, in whole or in part, to reject any or all proposals or portions thereof, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the services(s) desired otherwise, and to negotiate separately, as necessary, to serve the best interest of the City of Cleveland. The Director may, at their sole discretion, modify or amend any provision of this notice, or the RFP. Firms whose proposals are not accepted will be notified in writing. For this Request for Proposal, the proposal must remain valid for 180 days after submission.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Best-in-Class Facility</b></p> <p>The Proposer should provide a best-in-class, multi-use:</p> <p><b>Park</b> plan that pursues revenue opportunities, and activates affordability, user-friendly reservations, and on-site concessions.</p> <p><b>Amenities</b> plan that showcases the various amenities that are affordable and accessible to residents, and visitors.</p> <p><b>Maintenance</b> plan that assesses and identifies needed maintenance and upgrade improvements.</p> <p><b>Marketing and Programming</b> plan to implement programs that enhance the Park and respond to new opportunities as they emerge.</p> <p><b>Capital and proposed financing</b> plan to ensure sound financial decisions that achieve self-sufficient operations and invests all revenues into the facility.</p> <p><b>Concessions</b> plan that recommends business models for concessions and new technologies in payment practices.</p>	0-100 Points	30 <i>(30% of Total)</i>

<p>2.</p>	<p><b>Community Impact</b></p> <p>The Proposer should provide a plan for community engagement and benefits, to identify and implement benefits based on the desires of those who currently utilize the park and are stakeholders in nearby Cleveland neighborhoods.</p> <p><b>Resident and Local Access</b> plan for reserving special access (e.g. special hours, discounted fees and costs for community access to the park facilities, etc.) to residents of Cleveland, particularly for those of low socio-economic status.</p> <p><b>Employees and Interns</b> plan for employing local youths in internships and other professional development opportunities centered on promoting diverse and representative leadership, as well as employing local Cleveland-area and minority residents in key leadership positions.</p> <p><b>Sub-Consultants</b> plan for the proposed use of City-certified Minority Business Enterprise (MBE), Female Business Enterprise (FBE) and/or Cleveland Small Business (CSB) firms in subcontracting and Cleveland residents in employment on-site. The proposal should clearly indicate how the Consultant will incorporate Cleveland residents and MBE, FBE and CSB firms into the project.</p>	<p>Points Based</p>	<p>40 <i>(40% of Total)</i></p>
<p>3.</p>	<p><b>Financial Plan (Separate Sealed Envelope)</b></p> <p>The Proposer should include a financing plan and conceptual sources and uses. Proposer should also demonstrate their ability to secure financing for projects of this scale and complexity and provide examples of prior success financing similar improvements.</p> <p>A detailed Proforma should be developed.</p>	<p>Points Based</p>	<p>20 <i>(20% of Total)</i></p>
<p>4.</p>	<p><b>Sustainability</b></p> <p>The Proposer should provide a plan for the thoughtful and innovative optimization of environmental benefits and conservation of the natural environment and minimization of environmental harm (e.g. pursuit of Certified Audubon Cooperative Sanctuary designation, collaboration with the Ohio Environmental Protection Agency and the Northeast Ohio Regional Sewer District for water quality management, use of organic fertilizers, etc.).</p>	<p>Points Based</p>	<p>10 <i>(10% of Total)</i></p>

## 12. PROPOSAL CONTENTS

The Statement submittal shall consist of the following documents in the sequence listed below. To facilitate quick reference, each section of the Statement should be offset with a tab. The Statement may be disqualified if the documents are not submitted in the sequence listed below.

- A. **Cover Letter:** The cover letter should identify the firm and state other general information that the Consultant desires to include regarding the Consultant's business organization. At a minimum the cover letter must include the name, form of business entity (e.g. corporation, partnership, joint venture, etc.), principal address, federal tax identification number, telephone number and facsimile number of the Consultant.
- B. **Executive Summary:** The executive summary should provide a clear and concise summary of Consultant's background, level of expertise, direct relevant experience and ability. The executive summary should make the Consultant's case as the best candidate for providing services to the Department. Consultants should structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the Statement.
- C. **Qualifications/Experience:** This section gives Consultants the opportunity to discuss their industry experience and what defines them as a leader in their industry. Consultants may submit as much information in this section as is needed to differentiate itself and its Statement from the other consultants. Please include, as a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) list relevant recent experience for each firm on the consultant team as it relates to providing aforementioned operations, management, and revitalization services. The list should be limited to no more than seven (7) projects for the prime participant and no more than five (5) projects for each sub consultant. Provide information regarding projects this Consultant team has worked on together previously and length of partnering; (iii) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes for the termination of such services provided by you within the past three (3) years; and (iv) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.
- D. **Project Approach:** Provide a statement discussing your understanding of the opportunity at League Park, including those factors that are critical to making the opportunity a success. Consultants must provide a detailed discussion of how the consultant will approach this opportunity to ensure that the City's goals and objectives will be realized. The Statement should also identify and discuss key issues impacting the services as defined in this RFP and the Department as well as discuss methods/models that would address key issues. Identify at least five (5) Key Performance Indicators that will measure the success of the team during the contract term.

- E. **Key Staff:** Consultants should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Provide, for each proposed key staff person, a one page resume detailing both general experience and specific experience related to the services as defined in this RFP.

Key staff is defined as productive staff having major project responsibilities.

1. Personnel proposed shall have the desired qualifications and experience in his/her area of expertise. It is preferred key staff experience cited be within the past ten years.
  2. Individuals proposed and accepted, by the Department, as personnel, for this contract, are expected to remain dedicated to the contract.
  3. In the event any key staff person(s) becomes unavailable, for continuation of the work assignment, the successful Consultant shall replace said individual(s) with personnel of equal ability and qualifications. However, any changes, to designated key staff personnel, require the prior written approval of the Department. If acceptable, changes shall be in effect without additional cost to the Department and without formal modification of the contract.
  4. The successful Consultant shall provide personnel at skill levels required for each type of service to be performed under the contract. Any employee whose service is deemed unsatisfactory, for any reason, by the Department, shall be removed from the project. Upon written notification from the Department, the successful Consultant shall promptly offer a replacement with equal ability and qualifications for the Department's approval. The successful Consultant shall be responsible for any costs arising from the action of the Department relative to this requested action.
- F. **Management Approach:** Provide an organizational chart, of the Consultant, showing all major component units; where the management of this contract will fall within the organization and what resources will be available to support this contract in both primary and secondary or back-up roles. A detailed discussion, operation procedures, marketing and programming, concessions, maintenance, staffing levels, community benefits, and capital improvements.

## 13. PROPOSAL SUBMITTALS

### 13.1. Technical Proposal\*

\*Response required

### 13.2. Price Proposal\*

\*Response required

### 13.3. Vendor Background Information

13.3.1. *Provide information about any local branch offices or support centers that might serve an account in Cleveland, OH, including number of employee and type of services provided\**

\*Response required

13.3.2. *Provide name of each principal.\**

\*Response required

13.3.3. *Provide the year the company was established and any former firm names\**

\*Response required

13.3.4. *Type of Company\**

Public

Private

\*Response required

13.3.5. *Provide the state and type of incorporation\**

\*Response required

13.3.6. *Provide information on related services offered by the company\**

\*Response required

13.3.7. *Provide the total number of FTEs in the company.\**

\*Response required

13.3.8. *Provide average years of experience of professional staff.\**

\*Response required

### 13.4. Vendor Client References

#### 13.4.1. VENDOR CLIENT REFERENCE #1\*

Please include the following information:

- Proposing Vendor Name
- Reference Company/Organization Name
- Reference Address
- Reference Contact Name
- Contact's Position
- Contact's Telephone Number

- Type of Company/Organization (Industry)
- Number of Employees
- Services Performed
- Sub-contractors used
- Identify any vendor staff that worked on this reference company's project, that are proposed for City
- Original Cost Estimates
- Actual Final Costs
- Comments

\*Response required

*13.4.2. VENDOR CLIENT REFERENCE #2\**

Please include the following information:

- Proposing Vendor Name
- Reference Company/Organization Name
- Reference Address
- Reference Contact Name
- Contact's Position
- Contact's Telephone Number
- Type of Company/Organization (Industry)
- Number of Employees
- Services Performed
- Sub-contractors used
- Identify any vendor staff that worked on this reference company's project, that are proposed for City
- Original Cost Estimates
- Actual Final Costs
- Comments

\*Response required

*13.4.3. VENDOR CLIENT REFERENCE #3\**

Please include the following information:

- Proposing Vendor Name
- Reference Company/Organization Name
- Reference Address
- Reference Contact Name
- Contact's Position
- Contact's Telephone Number
- Type of Company/Organization (Industry)
- Number of Employees
- Services Performed
- Sub-contractors used
- Identify any vendor staff that worked on this reference company's project, that are proposed for City
- Original Cost Estimates
- Actual Final Costs
- Comments

\*Response required

### 13.5. [City Required Forms](#)

#### 13.5.1. *NOTICE TO BIDDERS AND OEO SCHEDULES\**

Please download the below documents, complete, and upload.

- [NOTICE TO BIDDERS AND OEO S...](#)

\*Response required

#### 13.5.2. *NON-COMPETITIVE BID CONTRACT STATEMENT FOR CALENDAR YEAR 2025\**

Please download the below documents, complete, and upload.

- [2025 Non-Comp Form.pdf](#)

\*Response required

### 13.6. [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.

**13.6.1. CHECK WHICHEVER IS APPLICABLE:\***

*Select all that apply*

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.)

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.)

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.

\*Response required

**13.6.2. By confirming, the proposer affirms that they are in compliant Northern Ireland Fair Employment Practices.\***

Please confirm

\*Response required