



Frank G. Jackson, Mayor

REQUEST FOR PROPOSALS

**To Provide
Comprehensive Insurance
Brokerage Services
for Cleveland Public Power**

**Issued by:
The City of Cleveland
Department of Public Utilities
Division of Cleveland Public Power**

Issue Date: February 4, 2015
Responses Due: March 4, 2015, at 12:00 P.M. Local Time.

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ATTACHMENTS:

- Attachment A – Summary of Policy Coverage
- Attachment B - Northern Ireland Fair Employment Practices Disclosure
- Attachment C - Request for Taxpayer identification Number
- Attachment D - Non-Competitive Bid Contract Statement for Calendar Year 2015
- Attachment E - Cleveland Area Business Code Notice to Bidders & Schedules

INTRODUCTION

Cleveland Public Power ("CPP") is a municipal electric utility owned and operated by the City of Cleveland ("City"). CPP ranks as the largest municipally owned utility in Ohio and the 37th largest in the United States. CPP commenced operations in 1906 and currently serves over 73,000 residential, commercial and industrial customers with a peak system demand of over 300 megawatts. The CPP electric system consists of approximately 50 miles of 138 kV and 69 kV transmission lines, 900 miles of distribution lines, and 37 substations. CPP has four major buildings: the CPP headquarters building at 1300 Lakeside Avenue, the East Side Service Center, the West Side Service Center and the Meter Service Center. CPP imports nearly all of its electricity requirements through purchased power contracts but owns and insures three combustion turbine generators with a total nameplate capacity of 48 MW.

CPP currently carries an insurance policy of Property and Equipment Breakdown Insurance providing comprehensive coverage of the facilities described above and related real and personal property. Through this Request for Proposals CPP anticipates entering into a 1-3 year professional services contract with a broker who will conduct insurance procurements during each year of the broker's contract. The broker will also review CPP's current insurance coverage and identify the options to achieve a cost-effective managed risk insurance program.

A pre-proposal conference will be held at Cleveland Public Power's Tom L. Johnson Building at 1300 Lakeside Avenue, Cleveland, Ohio, on February 18, 2015 at 1:00 p.m. local time. At that time, interested parties may ask questions pertaining to this Request for Proposal. Respondents are encouraged to attend the conference, although attendance is not mandatory.

Each Respondent shall submit seven (7) complete Proposals, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the City no later than **12:00 Noon on March 4, 2015**. No Proposals shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

Respondent shall itemize and submit the fees in a separate sealed envelope and shall not state the fees in the Proposal. Sealed Proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Proposal for Comprehensive Insurance Brokerage Services**.

City of Cleveland
Department of Public Utilities
Division of Cleveland Public Power
1300 Lakeside Avenue
Cleveland, Ohio 44114
Attention: Rhonda Johnson
RJohnson@cpp.org

The Director of Public Utilities ("Director") reserves the right to reject all Proposals or portions of any or all Proposals, to waive irregularities and technicalities, to re-advertise or to proceed to provide the service otherwise in the best interest of the City. The Director may, at his/her sole discretion, modify or amend any and all of the provisions herein.

This Request for Proposals is also available through the City of Cleveland's website along with all applicable documentation. Please refer to the following website for access to the Request for Proposals:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/RFP>

All future documentation including addenda, response to questions, schedule changes and additional requirements for this RFP will be posted on the above sites as no additional paper mailings will be made for this procurement.

1. BACKGROUND.

The City, as owner and operator of CPP, is inviting Proposals from qualified firms to provide insurance brokerage and risk management services, with an initial focus on procuring insurance for the period beginning May 1, 2105.

2. SCOPE OF SERVICES.

2.1 Scope of Services.

This section describes the specific scope of services desired in connection with the upcoming insurance procurement. The section also describes risk management services, the specific details of which will be developed in discussions with the successful Respondent ("Consultant"). CPP's current insurance coverage is described in Attachment A, Summary of Policy Coverage.

A. The Consultant shall be capable of providing the following services:

1. Review CPP's operations and insurable assets to develop recommendations for coverage types, limits and deductibles. A full updated appraisal is not anticipated but Consultant may be requested to arrange for the valuation of key individual assets as needed.
2. Review and revise CPP's current insurance specifications to reflect the recommendations of Consultant accepted by the City and in other respects prepare the insurance program to be marketed to carriers. Review the current loss control services in the CPP insurance program and incorporate new or revised loss control services in the new program.
3. Identify viable insurance markets for the CPP program and discuss the proposed insurance marketing plan with the City.
4. Request quotations for specified insurance programs, respond to the underwriters' questions and compile information to enable potential Respondents to fairly evaluate their exposures.
5. Review insurance proposals for accuracy and conformity to specifications and negotiated coverage. Compare to prior year's policies and advise the City of changes in policy form or coverage. Recommend policy coverage or

changes in terms as needed. Request modifications from the insurer upon the City's concurrence.

6. Provide insurance summaries of each policy which will include all pertinent information regarding limits, deductibles, perils, exclusions, etc.
7. Bind, cancel and administer all placements, binders, policies and endorsements, as requested, in the timetable required for the new insurance term.
8. Monitor the published financial information of CPP's insurers and alert the City when the status of one or more of such insurers falls below the City's minimum financial guidelines.
9. Issue and/or facilitate issuance of premium invoices/requests for payment from the underwriting insurer.
10. Meet with City representatives and/ or participate in meetings and presentations regarding insurance-related issues to advise of any market trends and industry conditions in terms of capacity, pricing and limitations or extensions of coverage, as needed.
11. Assist the City in creating relationships with insurance companies' underwriting and loss prevention specialists.
 - i. When available schedule insurer liability loss prevention inspections with insurer(s);
 - ii. Coordinate insurer property, boiler and machinery inspections;
 - iii. Arrange for in person meetings with insurer underwriters responsible for the City's account; and
 - iv. Provide, or arrange for the carriers to provide, designated safety and loss prevention services to review exposures and strengthen the overall program.
12. Provide claims management services. Examples of services that may be requested are:
 - i. Facilitate claim notification to insurers;
 - ii. Intercede in claims disputes; and
 - iii. Serve as a resource for handling special claim issues.
13. Analyze, assemble and maintain historical and current claims and loss data. Present loss analysis reports as requested by the Department.
14. As requested by the City, review ongoing property, casualty, professional and technology exposures. Assist in analyzing exposures for maximum probable loss and gaps in coverage; recommend strategies for dealing with these conditions.
15. At the City's request, assist in developing a comprehensive risk management program including a review of CPP operations to identify

potential hazards, risks, liabilities and claims potential. Prepare a comprehensive risk analysis report that includes a formal summary of all findings and recommendations. The scope, timetable and costs for the development of the comprehensive program will be subject to further discussions and agreement between the City and Consultant.

16. Describe resources available for benchmarking with other public entities and utilities.
17. All insurance policies are to be placed with insurance companies that have an A.M. Best rating of at least A- with a financial size category rating approved by the City. All carriers must be licensed to do business in the State of Ohio.

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT.

3.1 Terms and Termination.

- A. The Director intends to recommend award of a contract to the firm that best satisfies the needs of the City based on the requirements of this Request for Proposals. The Director reserves the right to award more than one contract, using the criteria defined in this Request for Proposals, if, in the Director's judgment, there is more than one qualified firm to fulfill the commitments.
- B. The term of the contract shall be for a period of up to two years, with two one-year options, exercisable by the Director of Public Utilities.
- C. The Director may terminate the contract, at any time, for cause, upon failure to perform in a manner satisfactory to the Department of Public Utilities after the successful firm has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- D. If at any time during review or audit of the successful Consultant and its CSB/MBE/FBE subcontractors the City determines that the Consultant and its CSB/MBE/FBE subcontractors are not functioning in good faith, the Consultant must submit a corrective action plan within sixty (60) calendar days of the written findings. The City will then review the corrective action plan and, if acceptable, will provide written approval of the plan. If the Consultant does not meet the provisions of the corrective action plan and the City continues to find the Consultant and its CSB/MBE/FBE subcontractors not to be functioning in good faith or in non-compliance with the nondiscrimination provisions of this contract the City shall impose such sanctions as it may determine to be appropriate, including but not limited to (i) cancellation, termination or suspension of the contract or (ii) suspension from participation in future contracts.

- E. The City may terminate the contract for cause and without any prior notice should the Consultant fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract, by the City, shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and successful Consultant shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. Failure of the successful Consultant to strictly enforce a subcontract agreement with any of its subcontractors shall be considered a default by the successful Consultant and grounds for termination of its contract.
- H. By submitting a Proposal in response to this Request for Proposals, a Respondent is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this Request for Proposals.
- I. The preferred Respondent whose selection was based on qualifications will negotiate with the City or its designated representatives on fees and contract terms and conditions. If a reasonable fee cannot be agreed upon with the selected consultant, negotiations will proceed with the second most-qualified respondent and will continue until a mutually agreed contract can be negotiated. Respondents should include a section explaining Respondent's proposed fee structure for this engagement. The section should explain all possible sources of compensation whether direct or indirect, current or future compensation, placement or administrative fees, contingent commissions, renewal commissions, service fees and any other form of compensation. The services included in commissions (such as coverage procurement, claims handling, loss control services, etc.) must be specifically delineated and distinguished from other services in the RFP for which Respondents propose hourly, flat fees or some other form of compensation. **The proposed fees must be submitted in a separate sealed envelope and not included in the Proposal or transmitted electronically.**

3.2 Sub-contractors/Sub consultants.

Clearly indicate the specific tasks or areas of expertise that are sub-contracted, and to what entities. Experience cited for proposed sub-contractors/sub consultants shall demonstrate proficiency in the services proposed for this contract. Adding sub-contractors/sub consultants later into the project will require the City of Cleveland's Board of Control approval and, depending on the specialty, may impact progress on the project. Sub-contractors/sub consultants not approved by the Board of Control will not be allowed to work on the Project in any aspect.

3.3. 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.

4. **MINIMUM QUALIFICATIONS, CONTENT OF PROPOSALS.**

4.1 Minimum Qualifications.

- A. Respondent must provide evidence that it has a minimum of five (5) continuous years of experience in the last eight (8) years in the procurement of commercial property insurance coverage.

The individual, partnership, joint venture, corporation submitting a Proposal, (or the officers or principals thereof) as presently constituted or existing from a business reorganization, or executive affiliation, must have the above minimum qualifications. If such requirements are not met the Respondent's Proposal may be rejected. If is a partnership or a joint venture, at least one of the general partners or one of the constituent members respectively must possess the minimum qualifications.

- B. Respondents must possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities.
- C. Respondents must be in compliance with all applicable rules and regulations promulgated by the Department of Insurance of the State of Ohio and the Office of the Insurance Commissioner.
- D. Respondents must be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

4.2 Contents of Proposal.

The Proposal shall consist of the following documents in the sequence listed below. To facilitate quick reference, each section of the proposal shall be offset with a tab.

- (a) Cover Letter: The cover letter should identify the firm and state other general information that the firm desires to include regarding the firm'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 firm.

If a corporation, state the full name and title of each of the corporate officers and their experience as an owner, operator or manager of an insurance consulting firm. The state of incorporation is to be included. If the firm is not an Ohio corporation, a statement advising whether or not the firm is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation will be required to qualify to do business in the State of Ohio prior to the execution of a contract.

If the potential consultant is a sole proprietorship, state the name of the individual doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is active or dormant; whether each partner is a general or limited partner; each partner's experience as an owner, operator or manager of an insurance consulting firm and the proportionate share of the business owned by each partner.

If a joint venture, state the names of the firms participating in the joint venture and the principal officers of each firm; each officer's experience as an insurance consultant and the proportionate share of the joint venture owned by each joint venture partner.

- (b) Executive Summary: The executive summary should provide a clear and concise summary of the Respondent's background, level of expertise, direct relevant experience and ability to perform. The executive summary should make the Respondent's case as the best candidate for providing the required services. This section should be structured so that it can serve as a stand-alone summary.
- (c) Qualifications: The qualifications statement is an opportunity for each Respondent to detail its qualifications, experience and what defines it as an industry leader. Respondents may include as much information in this section as is needed to differentiate itself from the other firms. Please include, at a minimum, the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) describe the nature of your business experience in the management of municipal and corporate insurance programs and state the number of persons you currently employ in such programs; (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 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 consulting opportunity, including those factors that are critical to making the opportunity a success. Respondents must provide a detailed discussion of how Respondent 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 Request for Proposals and the Department as well as discuss methods/models that would address key issues.
- (e) **Key Staff:** Respondents should identify the key staff proposed for this contract and provide their curriculum vitae. As to each staff member identified, set forth their specific responsibilities and availability. In addition, provide for each proposed key staff member a one page resume detailing both general experience and specific experience related to the services as defined in this Request for Proposals. Identify any proposed personnel that participated in the procurement of commercial comprehensive general liability insurance coverage referred to in Section 4.1 (a) and describe the role each individual had in the procurement(s). Include references and contact numbers for such work assignments.
- (f) **Management Approach:** Provide an organizational chart of the firm 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 discussion of project management responsibilities, including participation in meetings and providing the services required under this contract should also be included.
- (g) **CSB/MBE/FBE Participation:** Respondents shall submit the names of persons, subcontractors, joint ventures or others to be used in meeting CSB/MBE/FBE goals or requirements.
- (h) **Affidavit:** Respondent shall submit with its Proposal an affidavit, on the form provided by the City, stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the agreement subject to proposal, and further agreeing that no such money or reward will be hereafter paid.
- (i) **Additional Submittal Requirements:** Respondents shall complete, execute and return with its Proposal the following documents, copies of which are attached to this Request for Proposals: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Information for Form 1099; (iii) Affidavit and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2015.

The submission of a Proposal shall be considered evidence that the firm has satisfied itself relative to all conditions of this Request for Proposals, and has ascertained either by inspection, investigation, or otherwise, all circumstances, procedures, conditions and requirements affecting the awarding of the contract.

5. GENERAL INFORMATION.

5.1 Submission of Proposal.

- A. Each Respondent shall provide all information requested by the City in this Request for Proposals. Respondents must organize their packages to address each of the elements outlined and in the same order listed in Section 4.2 of this Request for Proposals.
- B. Respondents are advised to carefully read and complete all information requested in the Request for Proposals. If the Respondent's response to this Request for Proposals does not comply with the conditions for submittal, it shall be considered unacceptable by the City and may be rejected without further consideration.
- C. 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-useable 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, and the like. Do not submit any or a greater number of samples, attachments or documents than specifically requested.

5.2 City's Rights and Requirements.

- A. Under the laws of the State of Ohio, all parts of a Proposal, other than trade secret or proprietary information, 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 consultant should 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.
- 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 Request for Proposals. 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. All Proposals will remain in effect and be subject to selection by the City until the earlier of the execution of a final contract or one hundred eighty (180) calendar days after the deadline for Proposal submission ("Proposal Expiration Date").

Until the Proposal Expiration Date, Consultant agrees that its Proposal shall remain in effect, as submitted, and subject to selection by the City.

5.3 Supplemental Information.

The City may require Respondent to further supplement its written Proposal to obtain additional information regarding the written Proposal or to meet with the City's designated representatives to further describe Respondents's qualifications and abilities. The decision regarding which Respondent(s) will be asked to supplement a Proposal or meet with City representatives is in the Director's sole discretion. Supplements will be utilized for clarification purposes only and the Respondent may not substitute material elements of its written Proposal, nor may Respondent provide previously omitted material.

5.4 Cleveland Area Small Business, Minority, and Female Business Enterprise ("CSB, MBE and FBE") Participation.

Respondents are advised that in order to enter into a contract with the City of Cleveland for providing the services outlined in this Request for Proposals, the successful Consultant must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity ("OEO"). Accordingly, Respondents are required to complete the attached Office of Equal Opportunity Schedules 1 through 4 and submit those materials with its Proposal. All schedules must be completed, signed and dated; or the submittal may be considered non-responsive. The completed schedules will be submitted to the City's Office of Equal Opportunity for evaluation. The Consultant will be required to submit to the City's Office of Equal Opportunity a comprehensive work force evaluation and an affirmative action plan no later than sixty (60) days after entering into a contract with the City.

The City of Cleveland has established a Cleveland Area Small Business ("CSB") subcontracting goal of **ten percent (10%)** for this project. Please complete Schedule 2 – Schedule of Subcontractor Participation and provide a detailed plan with your Proposal indicating how CSBs will be utilized during the project.

Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the Proposal. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE. If OEO Schedule 2 is not included in the Proposal documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.

All proposed subcontractors listed in your Proposal must receive written Board of Control approval in advance. The subcontractors you propose in your Proposal will be considered the subcontractors that you will use in the contract if awarded to you. The City has a policy governing the addition or substitution of subcontractors. The City reserves the right to approve an award, but not approve a proposed subcontractor.

The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City. A complete list may be accessed online at the City of Cleveland website: <http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/BusinesswithCOC>. It is each

Consultant's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

In addition, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (“MBEs”) and Female Business Enterprises (“FBEs”) through its contracting activities, and the City intends to contract with firms that share that commitment. Firms shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Please be aware that the participation of CSB/MBE/FBE firms listed in your Proposal will be monitored by the City’s Office of Equal Opportunity throughout the duration of the contract. The Consultant will be responsible for providing the City’s Office of Equal Opportunity with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. If the Consultant fails to fulfill the CSB participation percentages set forth in this Request for Proposals, the Consultant may be subject to any and all penalties listed in Section 187.20 of the Cleveland Codified Ordinances.

It is the City’s objective that the CSB/MBE/FBE performs a commercially useful function. A CSB/MBE/FBE is considered to perform a commercially useful function when it is independently responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In light of industry practices and other relevant considerations, the CSB/MBE/FBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the CSB/MBE/FBE program.

If you have any questions in regard to either the City’s Office of Equal Opportunity’s requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

The successful Consultant is a “contractor” within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976. During the term of the contract, the successful Consultant shall comply with all terms, conditions and requirements imposed on a “contractor” in the Equal Opportunities Clause, Section 187.22 of the Codified Ordinances.

5.5 Equal Opportunity Clause.

The Consultant, 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 successful Consultant 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 non-discrimination clause.

Within sixty (60) calendar days after entering into a contract, the Consultant, as contractor, shall file a written affirmative action program with the Office of Equal Opportunity 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 process.

5.6 Short-listing.

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.

5.7 Execution of Contract.

The successful Consultant 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 and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

5.8 Familiarity with Request for Proposals; Responsibility for Proposal.

By submission of a Proposal, the Respondent acknowledges that it is aware of and understands all requirements, provisions and conditions in the Request for Proposals and that its failure to become familiar with all the requirements, provisions, conditions and information either in this Request for Proposals 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 Consultant will not relieve it from responsibility for all parts of its Proposal and, if selected for a 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 and 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.

5.10 Anticipated Contracting Schedule.

The City anticipates it will, but neither promises nor is obligated to, evaluate Proposals and award a contract in accordance with the following schedule:

Release of Request for Proposals	February 4, 2015
Pre-Proposal Conference	February 18, 2015
Deadline for Questions	February 20, 2015
Written Response to Questions	February 23, 2015
Deadline for Proposals	March 4, 2015
Initial City Approval	March 17, 2015
Final City Approval	March 25, 2015

6. INQUIRIES.

Respondents may submit questions pertaining to the Request for Proposals. Questions must be submitted, in writing, to Rhonda Johnson no later than February 20, 2015. CPP will use its best efforts to provide all prospective Respondents that have received a Request for Proposals package with a copy of CPP's responses. Questions may be submitted via e-mail to RJohnson@cpp.org. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this Request for Proposals given in any manner except by written addendum.**

7. DISQUALIFICATION OF FIRM/ PROPOSAL.

The City does not intend by this Request for Proposals to prohibit or discourage submission of a Proposal that is based upon Respondent's trade experience relative to the scope of work, services or product(s) described in this Request for Proposals or to proscribe 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 Request for Proposals, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the Request for Proposals, as determined solely by the City. The City reserves the right to reject any and all Proposals or to waive and accept any deviation from this Request for Proposals or in any step of the Proposal submission or evaluation process so as to approve the award of the contract considered to be 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 contract with the City, or is currently in default under any contract 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 Request for Proposals 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 reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that deviates from the provisions contained in this Request for Proposals, if agreed to by another Respondent.

8. EVALUATION OF PROPOSALS.

Personnel from the Utilities Department and CPP will evaluate each Proposal submitted. The Department will present its recommendations to the City's Board of Control ("Board"). The Board may, but shall not be obligated to, entertain formal presentations. The City will only consider Proposals that are received on or before the submission deadline and which meet all the requirements of this Request for Proposals. The City reserves the right to request a "best and final offer" from Respondents meeting the minimum requirements.

The Proposals will be evaluated based on the selection criteria listed below. The resulting selection rating will not reflect on the professional abilities of the Respondent. Instead, the rating reflects the City's best attempt to quantify each Respondent's ability to provide the services required for the contract and to meet the specific conditions and criteria in this Request for Proposals.