

# **CITY OF CLEVELAND REQUEST FOR PROPOSAL FOR**

## **FMLA ADMINISTRATION SERVICES**

September 19, 2019

To Whom It May Concern:

The City of Cleveland, through its Director of Human Resources is soliciting proposals from qualified firms interested in administering the Family Medical Leave Act (FMLA).

If your firm is interested, please submit to the City no later than 5:00pm, Eastern Time, on Friday, October 11, 2019. Please provide original and (4) complete duplicates of your technical proposal and your fee proposal, and a searchable electronic (word, pdf..) copy sent to Robert Ryan rryan@city.cleveland.oh.us. Submit the technical proposal and the fee proposal in separate sealed envelopes, marked appropriately on the outside and, if possible, enclosed in one package.

No proposals will be accepted after that date and time unless the City extends the deadline by a written addendum.

Sealed proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **“Response to RFP to Provide Family Medical Leave (FMLA) for The City of Cleveland”**

**Attention:  
Robert Ryan  
City of Cleveland  
601 Lakeside Avenue  
Room 121  
Cleveland, Ohio 44114**

If proposals are hand-delivered, proposals should be addressed as above and taken to Robert Ryan, **Department of Human Resources, 601 Lakeside Avenue, Room 121, Cleveland, Ohio 44114**. Faxed submissions will not be entertained.

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at her sole discretion, modify or amend any provision of this notice or the RFP.

Deadline for questions or written requests for clarification is Thursday, September 26, 2019 and must be submitted in writing to:

**Robert Ryan**  
**HR Fiscal Administrator**  
**City of Cleveland Department of Human Resources**  
**601 Lakeside Ave., Room 121**  
**Cleveland, Ohio 44114**  
[rryan@city.cleveland.oh.us](mailto:rryan@city.cleveland.oh.us)

The selected provider will be notified as soon as practical after analysis of all proposals required in compliance with this request. The City reserves the right to review details of services with potential vendors to ensure system compatibility prior to contract award. **The City may (if necessary) conduct Finalist meetings the week of October 18<sup>th</sup> or 25<sup>th</sup>, 2019.**

It is anticipated that the contract will be effective no later than November 20, 2019.

It is our hope that this RFP will be self-explanatory, however if you need additional information, please call or email me at (216) 420-7887 or [rryan@city.cleveland.oh.us](mailto:rryan@city.cleveland.oh.us)

Sincerely,

Robert Ryan, HR Fiscal Administrator  
Department of Human Resources  
City of Cleveland, Ohio

**City of Cleveland FMLA RFP**

**Table of Contents**

Illustration of Key Dates.....4

Scope of Services.....4

Background and History.....6

Project Schedule and Deliverables.....7

Proposal Requirements.....7

Qualifications for Proposal.....10

Proposal Contents.....11

Proposal Evaluation; Selection Criteria.....14

Questionnaire .....17

Northern Ireland Disclosure.....22

W-9 request for taxpayer identification.....24

Non-Competitive Bid Contract.....28

Equal Opportunity Clause.....30

## **Illustration of Key Dates**

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

<b>Milestone</b>	<b>Date</b>	<b>Time</b>
Release Request for Proposal (RFP)	September 19, 2019	5:00 P.M.
Deadline to Submit Questions RE: RFP	September 26, 2019	5:00 P.M.
Deadline to Submit Proposals	October 11, 2019	5:00 P.M.
Finalist Meeting(s) (if applicable)	TBD	Arranged upon selection
Estimated Contract Start Date	November 20, 2019	N/A

## **Scope of Services**

The objective of this City of Cleveland Request for Proposal (RFP) is to secure a vendor who will continue to administer the FMLA process for the City of Cleveland's pilot Departments, comprised of approximately 6,800 employees. The ultimate goal is to prove that the administrator, when selected, could eventually implement a City-wide FMLA administration solution. If approved, we expect the selected vendor will commence on or about November 20, 2019.

The Department of Human Resources (DHR) oversees the City's administration of FMLA. Claims are processed by a third party administrator (TPA) who provides full centralized administration of the FMLA for Departments in the pilot program. For non-pilot Departments the process is semi-centralized. The requests from the Departments are centralized and evaluated by the DHR. However, other aspects of the administration of the FMLA are still handled by Human Resources Liaisons. Though effective, this process struggles with absence review consistency and reduces the ability for the City to ensure FMLA leave is being used in compliance with approvals. The scope of this Request for Proposal encompasses full FMLA benefits. The organization selected must be able to provide the following services for the City of Cleveland:

### **1. Claim Management and Processing**

- Issuance of initial FMLA claim package to employee
- Determination of FMLA leave eligibility
- Issuance of Rights and Responsibilities
- Preparation of approval and denial notifications to employees
- Verification of medical certification
- Notification to employer and employee of FMLA end date
- Detailed case management
- Efficient FMLA claim processing (i.e. within Department of Labor mandates)

- Access to FMLA medical specialists and attorneys
- Advice/counsel on FMLA abuses and non compliance
- Action plan to address instances of FMLA/sick leave abuse
- Improved communication to management and employees on FMLA issues
- Customer service, call center and/or help desk; including bilingual services
- Coordination with other city leave related benefits – Workers Compensation, and other disability leaves
- Customization of the claims process to incorporate standing practices of the various Departments

## **2. Claim Tracking, Documentation and Reporting**

- Tracking of all employee FMLA requests and absences
- Working in conjunction with the departments to ensure proper reconciliation of the leaves
- Tracking of FMLA utilization by employees including recertification, intermittent, etc.
- Complete documentation for each FMLA claim, including documentation of communications with employees
- Ability to track FMLA leave concurrently with Bureau of Workers' Compensation claims or other disability leaves
- Track reduction in absenteeism and lost time to control cost of absenteeism
- Technology or automated tracking tools and resources
- Detailed reports on employee FMLA usage trends and benchmarks
- Reports to preview program results, including ROI
- Data backup, security and disaster recovery plan
- Consistency in all written and verbal communications with departments and employees

## **3. FMLA Compliance**

- Compliance with state and federal FMLA laws
- Compliance with HIPAA privacy requirements
- Compliance with the City of Cleveland Human Resources Policies and Procedures, departmental policies and with each of the union contracts
- Impact on employee productivity and morale by fair and consistent application of FMLA requirements
- Reduction in absence-related expenses through more efficient, automated administration and closer communication with the interested parties
- Review of existing City Policies and Procedures
- Best practices in absence management

*The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.*

## **Background and History**

The City of Cleveland (the City) is a municipal government with approximately 8,200 employees. The purpose of this Request for Proposal is to gather information from your organization relative to the City's required scope of service and key selection criteria. Organizations selected as finalists may be expected to address more detailed issues regarding finances, and other facets of their organization and operations. These same finalists may be expected to participate in interviews with the City.

The Department of Human Resources facilitates the effective delivery of City of Cleveland services by maintaining professional human resources practices and programs. The Department of Human Resources serves the City by spearheading the best Human Resources practices, acting as stewards of change, as well as establishing and maintaining fair and transparent employment practices. To accomplish its mission, the Department of Human Resources coordinates with other City Departments, Divisions, Boards and Commissions to attract, recruit, retain, motivate and develop the City of Cleveland's workforce; foster equal employment opportunities for Cleveland citizens; maintain a safe and lawful work environment for City employees; and establish cost effective procedures.

In an effort to uphold fair treatment for all City employees, the Department of Human Resources (DHR) manages the administration of all FMLA requests. For pilot departments, this is done, in part, with a third party administrator (TPA) who generally oversees the FMLA administration. Non-pilot departments, however, are administered in a semi-centralized fashion through the DHR in conjunction with the individual departments. The DHR evaluates all FMLA requests and issues notifications of approval, denial, and need for additional information/clarification. Each department still has one or more Human Resources Liaisons who are responsible for the issuance of Department of Labor information packets, "Rights and Responsibilities" issuances, and the retrieval of requests in their Department. They also upload all documents into the City's electronic module, which is a private webpage within the City of Cleveland's Microsoft SharePoint network. The Department of Human Resources' SharePoint page is another location where employees may find Department of Labor FMLA forms and packets. Departmental Liaisons are also responsible for keeping Departmental/Divisional timekeepers abreast of FMLA approval dates and frequencies for employees within their areas. The City exhausts paid sick time for all FMLA leaves first, before other benefit time is utilized. FMLA at the City is administered on a "rolling" 12-month period measured backward from the date of any FMLA leave usage and there is currently no intent to change that method.

Tracking FMLA "intermittent leave" frequencies and absences is done manually, which is challenging and far from ideal. For the Pilot departments, the TPA administers this process. The City will continue to administer these claims, however, for non-pilot departments.

The City currently counts Workers' Compensation leave against an employee's FMLA benefits. An Office of Risk Management handles Workers' Compensation claims, thus allowing the City to approve FMLA concurrently upon Departmental Liaisons' receipt of "MEDCO" documents.

The Department of Human Resources (DHR) has partnered with its Departments of Public Utilities, Public Works, Public Safety and Port Control to implement a “pilot” third party administration of FMLA. DHR intends to add an additional Department, the Department of Public Health. This Department consists of Departmental Administration and the Divisions of Health, Environment, Air Quality and Vital Statistics. This constitutes approximately 6,800 employees, currently covered under the pilot. These Divisions will be phased into the pilot program throughout at the outset of the contract.

## **Project Schedule and Deliverables**

The City has established the following list that the vendor will be required to provide as deliverables. The City reserves the right to modify the list of deliverables at any time before execution of a contract to add, delete, or otherwise amend any report or other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the City.

- The City reserves the right to add related services as needed.
- Unless otherwise expressly provided, the term of the Agreement shall begin upon its date of execution and, unless extended by City or unless sooner canceled or terminated under the provisions of the Agreement, shall expire when all required deliverables have been submitted to and approved by the Director and all other Services have been satisfactorily performed and accepted by the Director (“Term”).

## **Proposal Requirements**

- **Submission of Proposal**

Each proposer shall submit its proposal(s) in the number, form, and manner, and by the date and time and at the location required in the section, **Introduction and Background** above.

- Each Proposer shall provide all information requested in this Request for Proposal. The proposer must organize its proposal package to address each of the elements in this RFP. The proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.
- The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non re-usable materials. Materials should be in a format permitting easy removal and recycling of paper. A proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.

- If you find discrepancies or omissions in this RFP or if the intended meaning of any part of this RFP is unclear or in doubt, send a written request for clarification or interpretation to Robert Ryan, City of Cleveland, 601 Lakeside Ave., #121, Cleveland, Ohio 44114 no later than September 18, 2019. Requests for clarification or interpretation may be submitted via e-mail to [rryan@city.cleveland.oh.us](mailto:rryan@city.cleveland.oh.us).
  
- **The City's Rights and Requirements**
  - The City, at its 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 City specifies.
  
  - 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.
  
- **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.



- 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.
- **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.
- 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.
- “Short-listing”

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

- 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.

- 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.

## **Qualifications for Proposal**

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

- Provide evidence that it has a minimum of 5 continuous years of experience within the last 5 years of providing and implementing FMLA services to the required services and deliverables described in this RFP.
- Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
- Possess or demonstrate it qualifies for all applicable licenses, certificates, permits, or other authorizations required by any governmental authority,

including the City, having jurisdiction over the operations of the Successful Proposer and the proposed services.

- Submit with its proposal at least three (3) written, verifiable, references dated within the last three months from clients for which the Proposer has rendered services substantially similar to those sought by this RFP, and recommending Proposer for selection for such services.

### **Insurance:**

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

- Professional liability insurance with limits of not less than \$1,000,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 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.
- Workers’ compensation and employer’s liability insurance as provided under the laws of the State of Ohio.
- Statutory unemployment insurance protection for all of its employees.
- Such other insurance coverage(s) as the City may reasonably require.

### **Proposal Contents**

Each proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized so as to facilitate its evaluation.

- **Cover Letter:** The cover letter shall identify and introduce the Proposer and provide other general information about Proposer’s business organization including, at least, in one or more attachments or in the Proposal, Proposer’s name, principal address, federal ID number, telephone and facsimile numbers, and e-mail address.

If a corporation, provide the state of incorporation, and the full name, title, and experience of each high level corporate officer. If the Proposer is not an Ohio corporation, please state whether or not the Proposer is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation must provide evidence, prior to execution of a contract, that is qualified to do business in the State of Ohio or it must register with the Ohio Secretary of State.

If the Proposer is a sole proprietorship, state the name of the proprietor doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or passive; state each partner's experience and the proportionate share of the business owned by each partner.

If a joint venture, state the name of each firm participating in the joint venture and each principal officer of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner.

- **Executive Summary:** The Executive Summary should provide a complete and concise summary of Proposer's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The Executive Summary should briefly state why Proposer is the best candidate for the engagement. The Summary should be organized so it can serve as a stand-alone summary apart from the remainder of the proposal.
- **Exceptions:** Proposer shall itemize any exceptions it has to the RFP. If it has no exceptions to or deviations from any part of this RFP, it shall so state on an "Exceptions" page. If no deviations or exceptions are identified, Proposer understands that if the City accepts the Proposer's proposal, it must comply with and conform to all of the requirements of the RFP.
- **Qualifications:** In the Qualifications section, each Proposer should state in detail its qualifications, and experience, and how its services and/or products are unique and best suited to meet the requirements and intent of this RFP. Proposer may include as much information as needed to differentiate its services and product(s) from other Proposers. At a minimum, please include, the following:
  - How Proposer meets or exceeds qualifications;
  - A description of the nature of the firm's experience in providing the service(s) and/or product(s) sought by this RFP and state the number of persons currently employed for such purpose;
  - The total number of such engagements and the clients comparable to the City for which the firm has provided like or similar services within the last five (5) years;
  - The name, location, and date of all Proposer's agreements for like services that have been terminated, canceled, or suspended prior to completion of the engagement or expiration of the full term within the past five (5) years, and any judgment terminating, or any pending lawsuits or unresolved claims or disputes for damages or termination of such agreements within the past five (5) years; and
  - The names and addresses of at least three (3) references for the firm's professional capabilities. Include the name, e-mail address, and telephone number of a contact person.

- **Proposed Services:**

Proposer shall describe in detail how Proposer's management and operating plan for delivery of the services for the engagement or project will achieve the intent and goal(s) of the RFP. In its response to this sub-section, Proposer shall provide or describe:

- An organizational chart specific for the proposed engagement or project;
  - Resumes of key management personnel;
  - An operational plan describing in detail how Proposer will achieve the intent and purpose(s) of the engagement or project;
  - If applicable, a detailed description of the professional services/training to be provided;
  - Trouble shooting/follow-up protocols;
  - Project management tools to be used in implementation;
  - Sample Service Level Agreement (SLA) for FMLA administration
  - Change management plan for City employees
  - Examples of standard reporting
  - To what degree does this proposal meet stated service requirements?
- **Description of Completed Project:** Proposer shall submit a detailed description of the engagement or project, as completed for submission.
  - **Environmental Sustainability:** Describe how the proposed services/ project/ solution incorporated environmental sustainability
  - **Fee Proposal:** Proposer should submit their fee proposal for all its services in a separately sealed envelope clearly marked on the outside. Itemize the fee by project phase or other divisible unit completed, in dollars and percentage, or by deliverable. Proposer shall provide its best estimate of expenses including, but not limited to, travel and associated expenses. No qualification of the financial offer will be accepted. The fee proposal shall be a firm and final amount including the costs and expenses for all anticipated services.
  - **Financial Information:** The Proposer shall include the following financial information:
    - Balance sheet and income statement for the last two (2) fiscal years, prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the Proposer. If a publicly held corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last 12 months. Owners of closely-held corporations must submit a personal financial statement, current to within 6 months of the proposal date;
    - Ownership of the Proposer. If the Proposer is a corporation and its outstanding stock is held by fewer than 10 persons, the name and residence

address of each shareholder and his/her shares of outstanding stock must be listed.); and

- Three bank and three trade references.
- **Proposers Affidavit:** Proposer shall submit with its proposal an affidavit stating that neither it nor its agents, nor any other party acting for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract proposed to result from its proposal, and further agreeing that no such money or reward will be paid.
- **Additional Required Documents:** Proposer shall complete, execute, and return with its proposal the following documents, blank copies of which are attached to this RFP:
  - Federal *Form W-9* including Taxpayer Identification Number;
  - *Non-Competitive Bid Contract Statement for Calendar Year 2019*

## **Proposal Evaluation; Selection Criteria**

- **Evaluation Methodology.** The City department/division issuing this RFP will evaluate each proposal submitted. The department will present its recommendations to the City Board of Control (“Board”). The Board may, but shall not be obligated to, entertain formal presentations. The Board may approve one or more contracts to one or more firms. The City will only consider proposals that are received on or before the proposal submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a “best and final offer” from Proposers meeting the minimum requirements.
- **Scoring of Proposals.** The City will score each Proposal in each of the following categories:
  - Experience and Size of Staff Dedicated to the City
  - Does the bidder have a proven track record in this type of project?
  - Implementation Timeline and Program Management Plan  
To what degree does this proposal meet the stated delivery and/or implementation requirements?
  - Proposed Services
  - Proposed Fees
  - How does the proposed price compare to the planned budget and to other proposals’ fees and services proposed?

- Sustainability
- Absence/Leave Monitoring Capability
- Service Level Guarantee
- To what degree does the proposal meet the stated contractual terms & conditions?
- User Interface Accessibility
- To what degree does bidder address physical solution (software, licenses, etc.)
- Insurance: To what degree does this proposal meet stated insurance/warranty/City requirements?

The ratings are not intended or to be interpreted as a reflection of a Proposer's professional abilities. Instead, they reflect the City's best attempt to quantify each Proposer's ability to provide the services sought by the City and to meet the specific requirements of this RFP, for comparison purposes. In the quantification process technical merit will be given a greater weight within a relevant range. Thus a proposal with a higher technical ranking can be selected even if the price is not the lowest.

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

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.



## **QUESTIONNAIRE**

Note: A complete response to this questionnaire must accompany all Requests for Proposals. A response such as “See Proposal” is **not** sufficient unless there is proper reference to the specific section of the proposal addressing the question. Please be specific in your answers.

1. For how many clients do you currently provide leave of absence administration services? What is the total number of lives you service?
2. What is the number of years your company has been providing the requested Services/Products internally defined for the scope of services defined in this Request for Proposal?
3. If you are a subsidiary corporation or corporate division, please indicate the name of your parent corporation.
4. Does your company, your parent, or subsidiaries currently have a purchase agreement with the client?
5. Have any contracts to which your firm was a party ever been terminated early? If so please provide details.
6. Are there any lawsuits for breach of contractual obligations to any entity in the company’s history? If yes, please list them and indicate whether or not they may affect services you provide the City.
7. What are your strategic competitive advantages?
8. Please indicate your total number of employees.
9. How many years has your company been in business? Do you have other Municipalities as clients? If so, how many?
10. Do any municipal clients utilize the services proposed within your proposal?

### **Please answer the following questions about your capabilities around Account Support & Client Service.**

1. Where is your leave processing service center(s) located? Is there any component of your leave processing that is done in an off-shore facility? If yes, please provide the location(s).
2. Will your regional and/or global account manager(s) be a resource dedicated to this account?
3. Would your account manager be co-located with the service team?
4. Please identify each key individual who will be a part of the dedicated team serving the City’s needs and their percentage of time dedicated to the client.
5. Will you have the capacity to provide key City’ employees with cross training on your firm’s FMLA policy, system navigation and procedures to be used?

6. Does your firm provide ongoing and/or ad hoc training to City administrators, supervisors and employees throughout the term of the agreement? If yes, how are these trainings accomplished?
7. Can you demonstrate how your firm will ensure compliance with federal, State, the City's regulations along with the Americans with Disabilities Act?
8. What processes does your firm have in place to provide notice to the City of any information triggering obligations under the Americans with Disabilities Act?
9. Does your system have the ability to consistently apply and enforce FMLA rules associated with the requests?
10. Does your system have the ability to notify the City of employees who fail to follow City policies and procedures associated with FMLA requests?
11. Is your system able to handle multiple FMLA leave requests by a single employee that run concurrently?

### **Leave of Absence**

1. Which types of Leave of Absence services do you currently support?
2. How do you distinguish FMLA management from other types of absence management? Please describes the services that you provide to most of your customers?
3. Describe in detail how you will be able to provide end-to-end support for the entire FMLA leave process; including initiation, medical determinations, involvement of vocational rehabilitation and return-to-work (i.e. can you check eligibility of employees? Have they worked 1,250 hours in the past year? How many FMLA hours does the employee have available? How do you address temporary employees?).
4. How does your firm propose to handle absence management, including suspected abuse of FMLA leave? Please provide, in detail, where in your processes your firm has set up assurances that fraud and abuse will be discovered, and how fraud and abuse will be minimized or eliminated.
5. Is your organization able to work with the client's points of contact to support return-to-work efforts?
6. Discuss how you would monitor and implement legislative changes and how your system would support variation of requirements at the federal, state, and local levels.
7. Will you provide support to the client (corporate and LOA points of contact in the field) for escalated leave issues (e.g., an employee who does not return-to-work)?
8. Will you take over open leaves or will your services be limited to new leaves?

9. Does your organization have nurses and/or medical professionals review all medical related LOA claims? If yes, please identify how these individuals are utilized in the administration of the claim, the number of individuals utilized and their applicable credentials.
10. Does your organization have legal professionals review compliance with federal, state and local laws? If yes, is this type of analysis done on a case by case basis when needed, or only to review overall compliance?
11. Does your system have the ability to handle real-time data transfers to the client's HRMS system (ADP/Kronos)?
12. Does your system have the ability to accept feeds from the client's HRMS (Kronos/ADP) issues? If so what is your recommended frequency (daily, weekly, etc.)?
13. Are you able to coordinate with our internal business area HR Points of Contact to administer paid leaves appropriately? (example: transmitting advice-to-pay to Payroll)
14. Do you have a fully integrated system that allows self-service for employees, managers and human resources?
15. Are disability and other leaves all on a single system platform to provide full integration of leave management and processes?
16. Does the system provide any standard reporting (including but not limited to: Advice to Pay, Customer Service Statistics, utilization information and trend analysis, Fraud and Abuse metrics, return on investment analysis, lost time, analysis on internal compliance with the service level agreement, data on aggregate claims, etc.)? Can the system categorize employees to facilitate detailed analysis?
17. Does the system allow for role-based access (i.e. employee, manager, claims manager, business unit point of contact who would be responsible for a subset of the company, etc.)?
18. Does the system allow for Single-Sign On for an employee/manager from a client's system/application?
19. Does your staffing model support a single claim manager who handles a given employee's leave from end to end (i.e. manages leave from intake to return to work or transition to LTD)?
20. Do you support 24/7 claim intake? If yes, how is this information communicated with the City?
21. How quickly can claim information be communicated after it is received from the TPA?
22. Please detail your experience with public sector organizations and experience with a unionized workforce

23. Are you able to provide a dedicated customer/claims service unit? Will you be able to handle call in procedures that vary by location? If yes, please detail this process.
24. Are you able to support a requirement that a customer service representative contact all employees in accordance with Departmental policies prior to their expected return-to-work date and confirm return-to-work plans?
25. Does your organization have a designated communication department who assists customers with drafting communications to employees, HR and managers?
26. Please describe the types of correspondence sent to HR and managers regarding Leave of Absence status.
27. Is your system able to automatically generate communications to HR and managers?
28. How does your firm propose to maintain confidentiality?
29. Please describe your firm's willingness and ability to customize and/or enhance your system or procedures to provide a higher level of service to the City. How will any changes be communicated?
30. Please describe your firm's plan, in detail, as it pertains to phasing in individual Divisions to the pilot program.

Please provide at least five references of employers, similar in size to our company that you currently provide the services for. Please note we will not contact the references until we have discussed reference checks with you.



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

**SUBCONTRACTOR PARTICIPATION GOAL**

**PROFESSIONAL SERVICES CONTRACT**

The Subcontractor Participation (Utilization) Goal for this contract is:

**0% CSB Participation**  
**These goals have been waived**

A searchable database of all CSB firms eligible to fulfill the subcontractor participation goal can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://cleveland.diversitycompliance.com>

On the website, click on [CSB/MBE/FBE Registry](#)

**Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE**

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

**NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE**

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

**CHECK WHICHEVER IS APPLICABLE:**

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

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

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

\_\_\_\_\_  
Name of Contractor or Subcontractor  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

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

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

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

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

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

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

#### Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships* on page 1.

#### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

#### Penalties

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

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

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

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

#### Specific Instructions

##### Name

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

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

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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

## Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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

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

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

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

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

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

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

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

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**NON-COMPETITIVE BID CONTRACT  
STATEMENT FOR CALENDAR YEAR 2019  
(ALL DEPARTMENTS/OFFICES)**

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

Entity Name: \_\_\_\_\_

Entity's Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

\_\_\_\_\_ NON-PROFIT CORPORATION GO TO SECTIONS III and IV.

\_\_\_\_\_ GOVERNMENTAL ENTITY GO TO SECTION IV.

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

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

- |   |                     |
|---|---------------------|
| _____ SOLE PROPRIETORSHIP                   | _____ TRUST         |
| _____ INCORPORATED PROFESSIONAL ASSOCIATION | _____ ESTATE        |
| _____ UNINCORPORATED ASSOCIATION            | _____ PARTNERSHIP   |
| _____ LIMITED LIABILITY COMPANY             | _____ JOINT VENTURE |

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

**PLEASE READ PARAGRAPHS ( A ) and ( B ) and mark the appropriate paragraph. If paragraph ( B ) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2019 unless Council makes a direct award.**

\_\_\_\_\_ ( A ) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2017 and December 31, 2018 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

\_\_\_\_\_ ( B ) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2017 and December 31, 2018 that totaled in excess of \$1,000.00.



## **EQUAL OPPORTUNITY CLAUSE**

### **(Section 187.22(b) Codified Ordinances)**

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

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

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

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

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

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

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

(7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code. (Ord. No. 1260-08. Passed 11-30-09, eff. 12-3-09)