



*Victoria F. Sheehan*  
Commissioner

**THE STATE OF NEW HAMPSHIRE**  
DEPARTMENT OF TRANSPORTATION



*William Cass, P.E.*  
Assistant Commissioner

Office of Federal Compliance  
October 12, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the New Hampshire Department of Transportation (NHDOT) to enter into a contract with Cleveland Civil Rights Consulting, LLC (vendor code 378092), based on a low bid process, for a total fee of \$51,338.86, to provide business development training and resources to Disadvantaged Business Enterprise (DBE) firms, effective upon Governor and Council approval, through October 31, 2022. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2022 and FY 2023, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

	<u>FY 2022</u>	<u>FY 2023</u>
04-96-96-963515-3054 Consolidated Federal Aid		
046-500464 General Consultants Non-Benefit	\$34,225.91	\$17,112.95

**EXPLANATION**

The Federal Highway Administration (FHWA) DBE Program was established in Title 49, Code of Federal Regulations, Part 26, to ensure nondiscrimination in the award and administration of US Department of Transportation (DOT) assisted contracts in the Department's highway, transit and airport financial assistance programs. DBE firms are minority or women owned small businesses that meet certification standards regarding ownership, control, personal net worth and business size. NHDOT is required to administer a DBE program and ensure DBEs have an equal opportunity to compete for work on DOT-assisted contracts.

FHWA allocates funding for state DBE supportive service (DBE/SS) programs to provide training and resources to increase the capacity and improve business practices of DBEs pursuing work on transportation related highway projects. FHWA also requires state DOTs to establish a Business Development Program (BDP) to assist firms in gaining the ability to compete successfully in the marketplace outside the DBE program. The supportive services provided pursuant to this contract

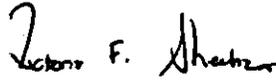
complement existing DBE program functions and extend beyond the current capacity of NHDOT. Funding for this contract has been approved by FHWA for this specific purpose.

In order to maximize bid participation, a solicitation of interest was posted on the DOT's website and also emailed to individuals and businesses with the ability to provide the required services. Cleveland Civil Rights Consulting, LLC submitted the lowest hourly rate which is the basis for the low bid amount and has agreed to provide consultative services for an amount not to exceed \$51,338.86.

The NHDOT has prequalified the contractor and verified that the necessary funds are available. The contract has been approved by the Attorney General as to form and execution. Copies of the fully executed contract are on file at the Secretary of State's Office and the Department of Administrative Service's Office, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

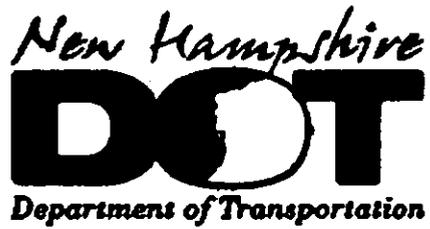
Your approval of this request is respectfully requested.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan".

Victoria F. Sheehan  
Commissioner

VFS/md  
Attachments



## BID OPENING

STATEWIDE DBE  
SUPPORTIVE SERVICES  
10336Z  
X-A005(094)

---

Bid date: August 12, 2021  
DBE Supportive Services

---

Contractor	City/State	Bid Amount	Rank
CLEVELAND CIVIL RIGHTS CONSULTING LLC	SCOTTSDALE, AZ	\$43,450.00	A
CEI OF AMERICA, INC.	SARASOTA, FL	\$51,325.00	B

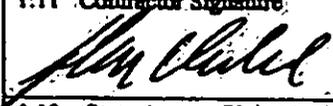
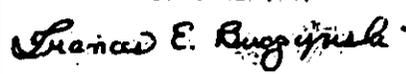
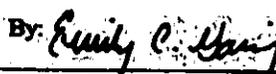
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH DEPARTMENT OF TRANSPORTATION		1.2 State Agency Address 7 HAZEN DR, PO BOX 483, CONCORD, NH 03302	
1.3 Contractor Name CLEVELAND CIVIL RIGHTS CONSULTING LLC		1.4 Contractor Address 16434 N. 60 <sup>TH</sup> ST. SCOTTSDALE, AZ 85254	
1.5 Contractor Phone Number 602-561-9990	1.6 Account Number 04-96-96-963515-3054	1.7 Completion Date 10/31/2022	1.8 Price Limitation \$51,338.86
1.9 Contracting Officer for State Agency LARISA DJUVELEK-RUGGIERO		1.10 State Agency Telephone Number 603-271-6612	
1.11 Contractor Signature  Date: Sept 26, 2021		1.12 Name and Title of Contractor Signatory JOHN CLEVELAND, OWNER	
1.13 State Agency Signature  Date: 8/16/21		1.14 Name and Title of State Agency Signatory FRANCES E. BUCZYNZKI, DIRECTOR OF POLICY AND ADMINISTRATION	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/17/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials:   
Date: Sept 20, 2021

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3 No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition; at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Exhibit A

Performance Period For this Program is between 11/1/2021 through 10/31/2022

Objectives	Start Date	End Date
#1 Develop Needs Assessment	October 1, 2021	December 30, 2021
#2 Promote BDP, select DBEs & provide BDP services	November 1, 2021	September 30, 2022
#3 Provide training to DBEs	November 1, 2021	August 1, 2022
#4 Develop tools and assist DBEs with bidding information and making connections with prime contractors	November 1, 2021	September 30, 2022
#5 Perform outreach to find potential DBE firms and encourage them to submit requests for certification.	November 1, 2021	October 31, 2022
Final Project Report	October 1, 2022	October 31, 2022

Contractor initials 

Date 9/20/2021

Exhibit B

The scope of the tasks and goals described below are organized into the following result oriented, *metric-based* objectives. The NH Department makes no representation as to the number of projects and tasks that will be required to accomplish the goals and objectives under this contract:

**Objective # 1:** *Consultant shall develop and deliver needs assessment to all NH based, transportation related, certified DBEs, to determine current DBE SS and BDP Program needs.*

- Needs assessment shall relate to transportation related highway construction and consulting activities including contracting procedures, submitting bids and quotes, business management, marketing, accounting, payroll, human resources issues, documentation and other related activities to improve management and business operations of a DBE firm.
- Develop and/or identify opportunities for training programs, services, software and education to improve business functions.
- Compile data for use with the DBE SS and BDP Programs' development and objectives.

**Objective # 2:** *Consultant shall identify and select one to three certified, but underutilized, DBE firms to participate in the Business Development Program (BDP).*

- The Consultant shall provide services and training adhering to the specific BDP guidelines outlined in 49 CFR 26.35 and Appendix C to Part 26.
- Promote the BDP program to all transportation related contractors, consultants and material suppliers to encourage applications for admission.
- Select one to three DBEs for BDP participation based on selection criteria.
- Create customized Business Development Plans based on the specific needs identified in the business development assessments.
- BDPs shall set short and long term goals and objectives with measurable outcomes during a period of one year.
- Implement and monitor BDP activities for each DBE as set forth in customized Business Development Plans and timelines.

**Objective # 3:** *Consultant shall provide training and education in one or more categories identified by the needs assessment (objective #1) to New Hampshire based transportation certified DBE firms.*

- Identify and assist with specific business needs as identified in needs assessment. Assistance could include branding, marketing, accounting or bookkeeping practices, human resources issues, EEO compliance, submitting bids and quotes, preparing a business plan and/or other management issues related to running a profitable business.

Contractor initials 

Date Sept 20, 2021

- Provide access to appropriate business software (i.e. Excel, Quick Books, etc.) and appropriate training resources.
- All training (topics and course materials), as well as minimum class size (5 DBE firms) must be pre-approved by NHDOT External EEO Coordinator.
- Firms shall be selected for business development assistance based on criteria established NHDOT. External EEO Coordinator grants final approval on all firm selections.

**Objective # 4:** *Consultant shall develop tools to assist certified DBE firms identify bidding information and make connections with prime contractors.*

- Work with the External EEO Coordinator to assist DBE firms (consultants and contractors) understand NHDOT's contract process.
- Assist DBE firms with making connections (build relationships) with prime contractors. This can be accomplished by having a virtual match maker events for DBEs and Primes to connect in order to expand the number of DBE firms that primes do business with.
- Assist DBEs identify bid opportunities.

**Objective # 5:** *The consultant shall perform outreach to encourage potential DBE firms in transportation related trades to request certification.*

- Reach out to NH organizations to locate companies owned by socially and economically disadvantaged individuals.

Describe Data Collection Procedures and Evaluation Methods

The Consultant shall report to NHDOT External EEO Coordinator monthly and submit monthly progress reports detailing specific activities performed within each of the 5 contracted objective categories. The NHDOT will measure the success of the DBE/SS Program on an on-going basis using a combination of required monthly progress reports and weekly telephone updates to evaluate progress in each individual objective category.

Plans for Completing and Summarizing

The Consultant shall prepare a final report no later than 10/31/2022 summarizing project tasks and accomplishments, lessons learned, and recommendations for future improvements to the program.

Contractor initials

Date 9/20/21

Exhibit C

Contract Price

Payments on account of services rendered under this contract shall not exceed \$51,338.86 including fixed administrative cost and will be made as follows:

1. The estimated number of hours for the year term of the contract is estimated at 537.65 hours for consultative services to achieve the goals and objectives in Exhibit B. The billable hours will be paid out based on your hourly rate indicated on your Bid Tab. The NH DOT reserves the right to reallocate funds from the fixed cost categories described in the bid tab as required.
2. Mileage shall be paid at a rate of 56 cents per mile.
3. Contractor shall submit invoices for processing monthly. Invoices shall include a detailed breakdown of consultant hours worked, activities performed, mileage traveled and expenses incurred for each objective. Expenses submitted for approval must include detailed receipts.
4. The Contractor shall deliver the final invoice for services required by this contract no later than the close of business on October 31, 2022.

Contractor Initials

Date Sept 20, 2021

**Exhibit D**

**Special Provisions**

**Insurance**

1. Fire and extended coverage insurance is not required.

**The Contractor is a sole owner providing consulting services, and is exempt from the requirements of N.H. RSA chapter 281-A "Workers Compensation."**

Contractor initials 

Date 09-18-20  
2024



September 22, 2021

John Y. Cleveland, Ph.D.  
Cleveland Civil Rights Consulting, LLC  
16434 N. 60<sup>th</sup> St.  
Scottsdale Arizona

**TO: Whom It May Concern:**

I John Y. Cleveland, hereby certify that I am the Sole Member of the company known as Cleveland Civil Rights Consulting, LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have the full authority to bind Cleveland Civil Rights Consulting LLC, and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

John Y. Cleveland, Ph.D.  
Managing Member and Sole Owner



STATE OF NEW HAMPSHIRE  
ELECTRONIC ALTERNATE W-9 FORM

Please use this form to provide the requested information

Business Name: Cleveland Civil Rights Consult  
DBA Name:  
Legal Name: Cleveland Civil Rights Consulting LLC

Remit Address: 16434 N 60TH ST; 85254; 16434 N 60TH ST  
Remit City: SCOTTSDALE Remit State: AZ Remit Zip: 85254

Business Address: 16434 N 60TH ST; 85254; 16434 N 60TH ST  
Business City: SCOTTSDALE Business State: AZ Business Zip: 85254  
Phone: (602) 561-9990

Taxpayer Identification Number: 47-2921100; 224-68-0199;  
Principal Activity(s): Service Provider  
Designation(s): C-LLC  
Diversity Type(s): Small Business

Submit Date: 9/17/2021

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge and belief.

Signature: John Y Cleveland, ELECTRONICALLY SIGNED

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 28% withholding on each payment made to you. To avoid this 28% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.



**State of New Hampshire**  
**Department of State**



**CLEVELAND CIVIL RIGHTS CONSULTING LLC**  
**John Y Cleveland**  
**16434 N 60TH ST**  
**16434 N 60th St**  
**SCOTTSDALE, AZ 85254**



**State of New Hampshire**  
**Department of State**



10/11/2021 2:27:25 PM

John Y Cleveland  
16434 N 60TH ST, 16434 N 60th St  
SCOTTSDALE, AZ, 85254, USA

Enclosed is the acknowledgment copy of your filing. It acknowledges this office's receipt and successful filing of your documents.

Should you have any questions, you may contact the Corporation Division at the phone number or email address below. Please reference your Business ID Number when contacting our office.

Please visit our website for helpful information regarding all your business needs.

Sincerely,  
Corporation Division

Business ID: 882815  
Filing No: 5454126



# State of New Hampshire

## Department of State



**Work Order #:** 20219970012533

**Receipt Date/Time:** 10/11/2021 01:49:56 PM

**Payer Information:**

John Y Cleveland  
16434 N 60TH ST, 16434 N 60th St  
SCOTTSDALE, AZ, 85254, USA

**Filer Information:**

John Y Cleveland  
16434 N 60TH ST, 16434 N 60th St  
SCOTTSDALE, AZ, 85254, USA

**Payer Customer ID:** 421656

**Filer Customer ID:** 421656

**Payment Information:**

Date	Payment Type	Payment Reference	Authorization #	Payment Status	Payment Amount
10/11/2021 01:49:34 PM	Rejection Funds	Transaction ID#: 20219980515873001	N/A	Paid	\$105.00
<b>Total Payment Received:</b>					<b>\$105.00</b>

**Transaction Description:**

Transaction #	Description	Reference Information
20219970012533-001	Business Formation - Foreign Limited Liability Company	CLEVELAND CIVIL RIGHTS CONSULTING LLC

**Transaction Information:**

Date Received	Transaction #	Processing Status	Invoice Status	Amount
10/11/2021 01:49:26 PM	20219970012533-001	Accepted	Paid	\$105.00
<b>Total</b>				<b>\$105.00</b>

<b>Drawdown Account Balance:</b>	\$0.00	<b>Total Due:</b>	\$0.00
<b>Credit Account Balance:</b>	\$0.00	<b>Total Refunded:</b>	\$0.00
		<b>Total Change To Credit Account Balance:</b>	\$0.00

# State of New Hampshire

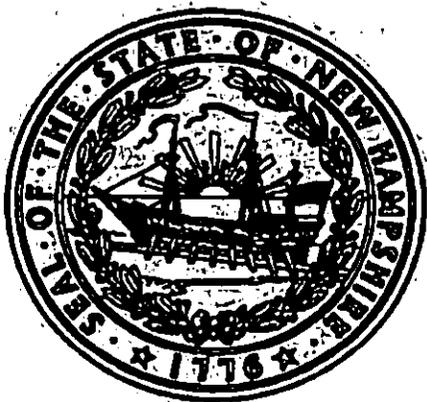
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLEVELAND CIVIL RIGHTS CONSULTING LLC is a Arizona Limited Liability Company registered to transact business in New Hampshire on October 11, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 882815

Certificate Number : 0005454126



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of October A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# Your Business Owner's Policy Binder

**Your Primary Location:**  
Cleveland Civil Rights Consulting LLC  
16434 N 60TH ST.  
SCOTTSDALE, AZ 85254-1283

**Class & Class Code:**  
Consultant - NOC; 65781

**Policy Term:**  
November 01, 2021 – November 01, 2022

Insurance underwritten by: Hartford  
Underwriters Insurance Company.

**Prepared By:**  
Daniel McCommons,  
(210) 591-4354

**Your Reference Number:**  
65 SBM AN3WAY-000

**Audit Period:** Non-Auditable

**USAA Member Number:**  
102235271

**Agency Information:**  
USAA INSURANCE AGENCY  
INC/PHS  
9800 Fredericksburg Road  
San Antonio, TX 78288

\*Premium is based on information provided during the application process and is subject to change should any change be made to the policy. Examples of possible changes include, but are not limited to, changes to coverage, Named Insured(s), location(s), and effective date.

PREMIUM SUMMARY	
Business Owner's Policy	\$339
Employment Practices Liability Insurance	Included
<b>YOUR ESTIMATED ANNUAL PREMIUM:</b>	<b>\$339**</b>

Proposal summary	Page 2	Recommended coverages	Page 5
Coverage details	Page 4	Payment options	Page 6

\*\*Your Estimated Premium may change based on coverage changes made through endorsement or if your policy is subject to Premium Audit.

This document is a binder of insurance for the applicant indicated above. It is not to be used as proof of coverage, unless bound by an authorized agent.

Coverage bound for 30 days, effective 09/16/2021

By Daniel McCommons  
(Authorized Agent)



# Binder Summary:

## Coverage for Your Small Business

This overview was created to show you how we plan to cover your business and to help you feel confident in the coverages that have been selected. Each section below breaks out some of the important features of your policy.

### LOCATION(S)

LOC 1; BLDG 1

16434 N 60TH ST  
SCOTTSDALE, AZ 85254-1283

250 sq ft

Your **BUSINESS LIABILITY COVERAGE** helps protect and defend your business from covered claims alleging that you damaged someone's property, injured them or defamed them. The below overview shows some of your Business Liability limits.

<b>EACH OCCURRENCE LIMIT</b> We'll pay up to this amount for all claims related to a single incident. This total applies no matter how many people make claims.	\$1,000,000
<b>GENERAL AGGREGATE LIMIT</b> We'll pay up to this total amount for all losses that occur during your policy term, except for those losses that are included in the Products/Completed Operations Aggregate, which are paid under a separate aggregate limit as described below.	\$2,000,000
<b>PRODUCTS/COMPLETED OPERATIONS AGGREGATE</b> We'll pay up to this total amount for all losses that occur during your policy term as a result of work you completed or for a product you distributed or sold. It does not cover you for things that happen while you are doing work.	\$2,000,000

Your **EMPLOYMENT PRACTICES LIABILITY INSURANCE (EPLI)** helps protect and defend your business from employment-related covered claims including but not limited to, discrimination, sexual harassment or wrongful termination brought by your employees or applicants. The below overview shows some of your EPLI limits.

<b>EACH CLAIM LIMIT</b> We'll pay up to this amount for each claim covered under the Employment Practices Liability Coverage Part.	\$25,000
<b>AGGREGATE LIMIT</b> We'll pay up to this amount for all claims covered under the Employment Practices Liability Coverage Part.	\$25,000

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





# Binder Summary:

## Coverage for Your Small Business

**CONTINUED**

<b>RETROACTIVE DATE</b> If no date is entered, the Retroactive Date is the same as the effective date of this Coverage part.	11/01/2021
<b>WAGE AND HOUR DEFENSE COST SUB-LIMIT</b> The Wage and Hour Defense Costs Sub-Limit is only available for claim expenses incurred to defend a wage and hour violation that occurred on or after the retroactive date and before the end of the policy period, regardless of whether any such claim for a wage and hour violation is made during the policy period or the Extended Reporting Period, if applicable.	\$25,000

This is a claims-made coverage. Defense costs are included within the limits of liability. However, some states require that defense costs be in addition to the limits of liability displayed in this quote proposal. Refer to actual policy terms for full notice and details.

**CUSTOMIZED COVERAGES FOR YOUR BUSINESS**

These added coverages make your policy more unique. They protect against specific risks your business could face.

COVERAGE	LIMIT	PREMIUM
Blanket Additional Insured by Contract	Included <sup>1</sup>	\$44

<sup>1</sup>Included in Business Liability Limit(s)

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





# Business Liability Coverages Detail

Businesses can face many different kinds of business liability risks. And a policy can respond to them in different ways. Below you'll find a breakdown of the specific business liability coverages your policy includes. You'll also see a specific limit, which is either the maximum dollar amount or the length of time that your coverage pays.

BUSINESS LIABILITY COVERAGE	TOTAL LIMIT OF INSURANCE
Business Liability	
Liability and Medical Expenses Limit	\$1,000,000
Medical Expenses Limit	\$10,000
Damage To Premises Rented To You Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	Excluded
Property Damage Liability Deductible	No Deductible
Waiver of Subrogation - Blanket	Included

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





# Recommended Coverages

Some excellent choices have already been made to cover your business. We know there may be other protections you'd like to know about. So take a look at these coverages you may also be interested in.

Please note that the estimated premium amounts indicated below are based on information provided during the quote process and certain assumptions including coverage limits.

WHAT IT'S CALLED	WHAT IT COSTS	WHAT IT IS	WHY YOU SHOULD ADD THIS
Umbrella	\$448 per year	This adds a valuable layer of coverage over and above your primary policies. And in some cases, it also provides additional protections for losses that are not covered or excluded from your underlying coverage.	You'll get coverage that can help protect you in the event a loss costs more than your limits, or it's not covered by your underlying policies.
Hired Auto and Non-Owned Auto	\$122 per year	If your business does not own any autos, you may purchase this coverage. This coverage will protect you when you use non-owned autos such as your employee's cars for business purposes, or if you hire rent or borrow an auto.	This can help protect you if your employees use their auto to run work-related errands or if you rent an auto in connection with your business.
Data Breach	\$45 per year	This covers your costs for responding to a data breach. This can include things like hiring a forensic firm to investigate the data breach, notifying affected parties, providing credit monitoring and other costs. When Defense and Liability coverage is selected, this also covers you if you're sued as the result of a data breach. We'll pay to protect you by defending you in a lawsuit and paying a judgment up to your limit.	Any business that handles Personally Identifiable Information (PII) could be subject to a data breach claim. Even if you never use computers, you could still have paper files and other records that, if lost or stolen, can lead to a data breach. This helps take care of this cost if that happens.

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





# Payment Options

## DIRECT BILL OPTIONS

Choose one of these four options to pay your bill:

- **AutoPay.** Sign up for Repetitive Electronic Funds Transfer (EFT) to pay automatically from your bank account. You'll save on payment fees and get the convenience and peace of mind of automated payments.
- **Online.** Register at [thehartford.com/servicecenter](http://thehartford.com/servicecenter) to pay your bill quickly and securely.
- **Check.** Mail your check and include your payment stub in the envelope we provide.
- **Phone.** Call us toll-free 866-467-8730 to pay your bill by phone.

## PAYMENT BREAKDOWN

The charts below show how we'll bill you, according to the payment plan you select. We calculate the due date(s) and minimum amount(s) due based on the anticipated effective date of the policy. Keep in mind that the dates and amounts could change depending on when the policy is processed.

### FULL PAY

DUE DATE	PAYMENT AMOUNT
Upon Issuance	\$339.00

### MONTHLY OPTIONS – TOTAL ANNUAL ESTIMATED PREMIUM: \$347.00

NUMBER OF PAYMENTS	DUE DATE	PAYMENT AMOUNT	PAYMENT AMOUNT
Two	Upon Issuance	\$173.50 – Initial Down Payment	\$208.20 – Initial Down Payment
	05/01/2022	\$173.50	\$138.80
Four	Upon Issuance	\$86.75 – Initial Down Payment	\$104.10 – Initial Down Payment
	02/01/2022	\$86.75	\$86.75
	05/01/2022	\$86.75	\$86.75
	08/01/2022	\$86.75	\$69.40
Ten	Upon Issuance	\$34.70 – Initial Down Payment	\$86.71 – Initial Down Payment
	12/01/2021	\$34.70	\$29.01
	01/01/2022	\$34.70	\$28.91
	02/01/2022	\$34.70	\$28.91
	03/01/2022	\$34.70	\$28.91
	04/01/2022	\$34.70	\$28.91
	05/01/2022	\$34.70	\$28.91
	06/01/2022	\$34.70	\$28.91
	07/01/2022	\$34.70	\$28.91
	08/01/2022	\$34.70	\$28.91

This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.

This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.





# Payment Options

**CONTINUED**

**A payment fee is assessed on each payment invoice except where prohibited by law.  
Any down payment provided will be withdrawn immediately regardless of down payment date shown.**

**This is not a guarantee of coverage. Actual premium amounts vary and will depend on an applicant's individual account characteristics and coverages and limits purchased.**

**This document contains only a general description of coverages that may be provided and do not include all of the terms, conditions, or exclusions that may apply. Please refer to the actual coverage forms for complete details of terms, conditions, and exclusions. In the event of any conflict, the terms of an issued policy prevail.**





# Mandatory disclosure: insuring against terrorism

**Terrorism Premium: \$7**

Protecting your business means preparing for risks – even unlikely ones. Your policy includes coverage in the event of a terrorist attack. In order to offer that coverage, we are required to provide you the following disclosure about your premiums, coverage and related information:

## **Terrorism Coverage and Premium**

In accordance with the federal Terrorism Risk Insurance Act (as amended, "TRIA"), we are required to make coverage available under your policy for "certified acts of terrorism." The actual coverage provided by your policy(ies) will be limited by the terms, conditions, exclusions, limits, and other provisions of your policy(ies), as well as any applicable rules of law.

The portion of your premium attributable to terrorism coverage is shown above or in the premium section(s) of this quote proposal or binder.

## **Definition of Certified Act of Terrorism**

A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

1. The act results in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to TRIA; and
2. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and
3. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

## **Disclosure of Federal Share of Terrorism Losses under TRIA**

The United States Department of the Treasury will reimburse insurers for 80% of insured losses that exceed the applicable insurer deductible.

However, if aggregate industry insured losses under TRIA exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.

## **Cap on Insurer Liability for Terrorism Losses**

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed \$100 billion in a calendar year, and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed \$100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible.

In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

Note to Producer on TRIA: The premium for terrorism coverage and the TRIA disclosures above must be provided to the insured or prospect at the time of quoting. If you are not using this quote proposal, you can use The Hartford's stand-alone TRIA disclosure form for quotes and binders, which is available on the EBC or from the company.

