



City of Cleveland Memorandum

Frank G. Jackson, Mayor

June 18, 2013

The City of Cleveland (City), Department of Public Utilities (DPU), through its Director (Director), is soliciting proposals from qualified firms interested in providing General IT Consulting Services.

The scope of services includes, but is not limited to, General IT Support, Cisco VoIP and Call Center Support, Business Intelligence Support and Development, Electric Utility Grid Automation Support, Cybersecurity, NERC, CIP assessment and compliance, Microsoft Dynamics Customer Relations Management, IT Infrastructure Support, Disaster Recovery and Business Continuity Planning, GIS Applications and Platform Support, Accela & Cityworks Application and Platform Support, SCADA Design and Application Support, Banner Customer System Support, Streetlight outage IVR system, and Other COTS Application Management Support.

A pre-proposal conference will be held at the Carl B. Stokes Public Utilities Building, 1201 Lakeside Ave, Cleveland, Ohio 44114 on Thursday June 27, 2013, at 10:00 a.m. Eastern Time. At or before the conference, interested parties may submit or ask questions pertaining to the enclosed Request for Proposal (RFP) and the services desired. Proposers are encouraged to attend the conference although attendance is not mandatory.

If your firm is interested, please submit to DPU no later than 4:00 p.m. Eastern Time, Thursday, July 18, 2013, an original and nine (9) complete duplicates of your technical proposal and your fee proposal, in hard copy and an electronic copy on CD-ROM. Submit the technical proposal and the fee proposal in separate sealed envelopes, marked clearly and appropriately on the outside and, if possible, enclosed in one package.

No proposals will be accepted after that date and time unless DPU 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 Proposal for General IT Consulting Services:

Department of Public Utilities
Attn: Simon Mastroianni
1201 Lakeside Avenue
Cleveland, Ohio 44114

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 his/her sole discretion, modify or amend any provision of this notice or the RFP.

If you have any questions, please contact Simon Mastroianni at 216-664-2444, x5630 or simon_mastroianni@clevelandwater.com. Thank you for your consideration of DPU's needs for professional services.

Sincerely,

A handwritten signature in black ink, appearing to read "Ollie Shaw", written over a horizontal line.

Ollie Shaw, Acting Director
Department of Public Utilities

CITY OF CLEVELAND

Department of Public Utilities



Request for Proposal For General IT Consulting Services

June 2013

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I. Introduction and Background

1. Introduction

The City of Cleveland (City), Department of Public Utilities (DPU), through its Director of Public Utilities (Director), is soliciting proposals from qualified information technology firms for General IT services. Firms will be selected based on their demonstrated capabilities of providing a wide range of IT services, experience and depth of resources in the services listed in Section III, Scope of Services.

The result of this procurement process will be one or more contract(s) for the services described herein. This is pursuant to ordinance 181.102. The contract term is anticipated to be two (2) years with the option to renew for one additional year at the discretion of the Director of DPU. The consultant will supplement the regularly employed staff of DPU in order to provide a variety of information technology services on an as-needed basis.

The Information Technology (IT) section consists of approximately 60 staff members that are responsible for all aspects of the DPU IT architecture.

Due to the nature of the IT activities, it is expected that the selected consulting firm will need to acquire the services of subconsultants specializing in various disciplines in order to successfully complete the Contract Tasks. The services are intended to assist DPU in achieving its goals and objectives.

2. Background

Overview

DPU consists of 3 Divisions, Cleveland Public Power (CPP), Water Pollution Control (WPC), and Water (CWD) managed by the Office of the Director of Public Utilities.

CWD is a self-sustaining business enterprise of the City, with approximately 450,000 customer accounts composed of 419,000 residential, 25,000 commercial, and 6,000 fire line accounts. CWD maintains a 640-square mile service area, including 6,000 miles of distribution mains located in the City. CWD serves 72 communities. CWD staff is located at process, support, and administrative facilities throughout the Greater Cleveland area. In addition to the water accounts, DPU also serves as the billing agent for several municipalities and for the Northeast Ohio Regional Sewer District (NEORS).

Cleveland Public Power's (CPP) three hundred megawatt system ranks as the largest municipally owned electric utility in the State of Ohio. CPP's electrical footprint extends throughout the City, providing service to the nearly 80,000 residential, commercial and industrial customers. This system is comprised of three 138 kV interconnections, allowing for access to electrical power available on the market. It is a system that features state-of-the-art technology throughout the network with its automated

switchgear and relays located at the substations, to the System Controls and Data Acquisition System (SCADA). CPP maintains and operates a network of servers, switches and routers and maintains its own domain controller, active directory, and group policy.

Water Pollution Control (WPC) is responsible for managing the sanitary sewage and storm water collection system in the City. The system is comprised of 1,436 miles of sewer lines with approximately 78,000 catch basins and 15 pump stations. WPC serves 450,000 customers within the City. WPC maintains and operates a network of servers, switches and routers. It maintains its own domain controller, active directory, and group policy.

Task-Based Project Execution for Support Services

Each work activity requested by DPU under this contract will be considered a task. These tasks will vary in length from short term specific projects/initiatives to long term services that may span the length of the contract. Tasks may be either for a consultant to execute a defined scope of work or may be a request for fixed resources to augment the existing DPU staff.

Due to the nature of these potential activities, it is expected that the selected Consultant will need to acquire the services of subconsultants specializing in various disciplines in order to successfully complete the contract tasks. A list of possible services is included in Section III, Scope of Services.

The Consultant shall provide experienced staff to fulfill the service requirements and to produce the required deliverables. It is expected that consultant personnel will be able to provide resources to the specific applications required for their contract task.

Activities for all tasks shall be coordinated by the Consultant with DPU's Chief Information Office (CIO) or designee. Tasks will be released by DPU as required.

3. Pre-proposal Conference

A pre-proposal conference will be held at the Department of Public Utilities, 1201 Lakeside Ave, Cleveland, Ohio 44114 on Thursday, June 27, 2013, 10:00 AM Eastern Time. At or before the conference interested parties may submit or ask questions pertaining to this Request for Proposal (RFP) and the services desired.

Prospective proposers are encouraged to attend the conference although attendance is not mandatory. A photo ID is required to attend the conference.

4. Proposal

Each firm shall submit ten (10) complete proposals, consisting of an original and nine (9) complete duplicates, and an electronic copy on CD-ROM, to DPU no later than 4:00

p.m. Eastern Time on Thursday, July 18, 2013. No proposals will be accepted after that time unless DPU extends the deadline by a written addendum.

Separate, fee proposals should be mailed or delivered with the technical proposal and should be clearly marked.

If hand-delivered, proposals should be addressed and delivered to:

Simon Mastroianni
Department of Public Utilities
1201 Lakeside Avenue
Cleveland, Ohio 44114

DPU 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 DPU's best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

II. Current Environment

Network Infrastructure

DPU has multilevel network environments. This network includes multiple virtual local area networks (VLANs), physically separated networks, and Windows Domains. The network is built upon Cisco switching and routing equipment and the Microsoft Network operating systems utilizing Windows Active Directory. Within the Microsoft Network operating systems there are multiple domains and workgroups.

The physical network design for the MAN (Municipal Area Network) is built on different levels of network connectivity. They include GigaMan fiber with gigabit connectivity and Opt-E-man fiber with different levels of high-speed connectivity with T1 for backup. In addition, some applications use a wireless licensed access with a dialup backup.

Server and Datacenter Environment

The server environment within DPU consists of both physical and virtual servers. The virtual servers are run on top of VMWare software and utilize EMC Storage Area Network (SAN) technology.

The primary DPU SAN environment consists of 2 DMX-1000 EMC SANs that are doing data duplication across a SRDF GigE (Symmetrix Remote Data Facility Gigabit Ethernet) pipe. These two units consist of a Symmetrix (disk array) and Connectrix (switches and controller). All communications between the Symmetrix and the Connectrix is done over Fiber Channel. Communication with the physical servers is also done over Fiber Channel. All servers are configured with redundant Fiber Channel connections. These connections are directly connected to two unique fabrics (physical fiber environments). In addition to the primary SAN there is also a Clarion disk array.

Application Environment

Oracle Customer Care and Billing (CC&B)

CWD implemented Oracle Utilities Customer Care and Billing (CC&B) version 2.1.0 in 2009. CC&B is CWD's billing system and handles most aspects of our customer information including, billing, rates, collections, field service, meter reads and meter management. The current application and database are hosted offsite by IBM. Managed support services for this application are also provided both on-site and off-site by contractors. In addition to the managed support services, CWD currently utilizes additional experienced CC&B contractors to assist with special projects and initiatives. CWD is seeking a consultant to augment or replace CC&B contractors for managed support, special projects, and any other initiative determined by CWD.

CWD uses the following CC&B software stack:

- Oracle Utilities CC&B version 2.1.0,

- Operating System: AIX version 5.3
- Oracle Database 11g.
- Web Application: Web Logic version 9.2
- Batch Scheduler: Tivoli Workload Scheduler version 8.5
- Reporting: Crystal Reports

Integration points to CC&B include the following:

- Itron AMR meter applications
- Acclara meter reading
- Datamatics meter reading
- Bancnet payment processing
- PCI cashiering
- IVR
- Dominion services
- Bill printing
- EZ Pay
- Online bill payment
- Check Free and Fiserv payment processing

Banner Customer System

Banner is the current billing system in CPP. The system was first installed in 2000 and has been upgraded twice, the last time in 2005. The current version is 2.2.3.

Infor – Work Order and Inventory Management System

Infor is a full Enterprise Asset management system. CPP utilizes the system to Process and Track Work Orders with Labor Costs and Inventory. The system was first installed in 2010. Services required include updates, patches, process reviews and modifications if necessary, reporting including creation of Key Performance Indicators. Asset management and work order system assessments and recommendations.

MicroSoft Dynamics Customer Relations Management

CPP utilizes MS dynamics CRM to manage the sales effort of the division. It was installed with modifications made in 2012.

Streetlight outage IVR system

CPP uses an IVR system from MVD communications that takes calls for citizens to report a streetlight that is malfunctioning. The system will give the call a ticket number, and gives the customer an option to receive a call back when the work is completed. The customer can also call the system with the ticket number to check on the status of the repair.

Meter Reading Systems

There are three meter reading systems in use by CWD:

- Datamatics v4.0 is the primary meter reading application in use. Separate Datamatics applications exist for Meter Reading, Meter Maintenance, and Collections.

- Sensus – A small population of meter are read with the Sensus meter reading system.
- Aclara/Hexagram – A small population of meters are read with the Aclara/Hexagram AMR system.

CWD is currently in the process of implementing the Itron Water Choice Connect fixed network AMR. The system will utilizes Itron 100w end-points utilizing a fixed-network to communicate meter reading data back to the CWD offices. The collector network will utilize a combination of repeaters and collectors, and a combination of GPRS and wired Ethernet IP backhaul to the CWD offices that will house the server infrastructure. Currently approximately 70,000 AMR meters have been deployed.

CWD manages two related Itron applications that are used to process reads and provide collector network monitoring: Choice Connect and Network Performance Application (NPA).The back-office infrastructure consists of multiple Windows 2003 servers. SQL Server 2005 Enterprise is used as the DBMS. CWD has installed a test and production hardware environment. In addition, Itron hosts a work order management system (FDM-Facilities Data manager) for CWD that is used by the meter installation teams during the initial deployment of the AMR.

The current meter reading systems in place will be replaced by the Itron system.

Telephone and Call Center System

DPU utilizes a Cisco-based VoIP system to support telephone and call center communication needs. There are six call centers located throughout DPU that are supported by this system. The system is currently comprised of the following major system components:

Software Title	Version
Cisco Unified Communications Manager	7.1.3
Cisco Unified Contact Center Enterprise	
Cisco Unified ICM	7.5(10)ES4
Cisco Unified Voice Portal	7.0(2)
Cisco Unified Presence Server	7.0.2
Cisco CVP Gateway	IOS (12.4)
Cisco Unity Connection	7.13

The call center system also utilizes the Virtual Hold Technology (VHT) Concierge and Rendezvous products.

Business Intelligence (BI)

DPU utilizes a business intelligence system based on the SAP Business Objects Enterprise suite. The BI system currently contains data from CC&B, the legacy AS400 billing system, and the call center systems. The BI system consists of an Operational Data Store (ODS), which is an off-line, relational copy of CC&B that is updated in real-time by use of Oracle streams. The ODS is used for querying and analysis. In addition

to the ODS, a number of BI universes exist that represent major functional areas in CC&B.

Ellipse Enterprise Asset Management System

The Ellipse system is a full-featured Enterprise Asset Management suite that can provide financial, inventory, works management, and human resources functionality. CWD and WPC currently use the application as the primary inventory management system, and as the work order management and asset management tool. The current version of the system is 6.2.1. CWD only utilizes the portion of the financial management and HR modules as required to support other core asset management functions within Ellipse, such as work order costing and inventory costing. The application is deployed to users via CitrixXen Server (formerly Presentation Server). CorVu v. 4.5 is currently the report generator used by users to access information in Ellipse.

Cityworks

Azteca Cityworks is WPC's new solution for capital asset and work management. The platform sits within the GIS network and infrastructure and serves as an enterprise system. The products that comprise this platform all tie directly to the existing ESRI 10.x platform and include Cityworks Server AMS 2012.1, Cityworks Desktop, Cityworks DB Manager, Cityworks Storeroom and Cityworks Server PLL. The Cityworks environment is completely virtualized within the GIS virtual server environment and utilizes Oracle 11.2 as its RDBMS. The servers run in a mixed windows environment (Server 2008R2, Server 2012).

Geographic Information System (GIS)

The GIS Office is an enterprise GIS program providing services to all departments and divisions. The GIS is on its own application network separate and isolated from other networks within the City (Including DPU). The majority of the GIS environment is virtualized utilizing VMware's VSphere and Falconstor storage virtualization. The servers run in a mixed windows environment (Server 2003, Server 2008R2, Server 2012).

The GIS is based on ESRI's 10.x platform. All vector data is stored in ArcSDE 10.x utilizing Oracle 10g/11.2 as the RDBMS. GIS data, geoprocessing, and locator services are managed through ArcServer 10.x. The GIS is implemented in a three tiered replicated SDE environment consisting of multiple local edit environments, a staging environment and an enterprise SDE database to populate all system applications.

The city utilizes the ESRI Flexviewer API for all webGIS applications with development efforts beginning on ESRI's java API. WebGIS applications are available to both staff and citizens.

OnBase Document Management System

OnBase is an enterprise content management software package that combines integrated document management, business process management and records

management in a single, web-enabled application. CWD is currently running OnBase10, which was upgraded in 2011. Currently, the primary use of the system has been scanning and indexing documents. CWD utilizes Oracle10g as the database.

Accela Permitting System

The platform is based on Accela v7.1. Accela is used to manage and process citywide permitting, inspection; licensing, and code enforcement activities. The products that comprise this platform are Accela Automation; Accela Report Writer (ARW); SQL Server reporting; Citizen's Access; Accela GIS; Electronic Plan/Document Review; Document Management; and Accela Mobile Office. The system is on its own application network separate and isolated from other networks within the City (Including DPU). The Accela environment is a hybrid physical and virtual server environment utilizing VMWare's VSphere. The servers run in a mixed windows environment (Server 2003, Server 2008R2, Server 2012).

Financial Budget and Management (Cognos, ADP, Advantage)

Cognos is the primary budget management system for CWD. There are only two modules we use from the Cognos suite of products: Analyst/Modeler and Contributor. We are currently using version 10.1.

There are two outside systems that have an indirect connection to Cognos.

- ADP is the payroll processing service and application used by the City of Cleveland. A personnel update file is sent from ADP to Cognos annually.
- Advantage is the financial management system used by the City of Cleveland. A file of expenditures per budgetary accounts is updated to Cognos on a weekly basis.

Kronos Workforce Time Keeper

Kronos Workforce Timekeeper 5.0 is the timekeeping system that is currently utilized by CWD. There are 50 time clocks currently in use and a centralized team of payroll administrators entering data from individual time sheets into the system.

The reporting is within the web-based application and the reports used are the reports that were installed with the software. Timekeeping data is uploaded from the DPU installation of Kronos to the City Hall managed installation of Kronos, who then uploads the information to ADP. Similarly, accrual data is downloaded from ADP to Kronos.

LabWorks Laboratory Information Management System (LIMS)

Perkin-Elmer LabWorks LIMS software is a comprehensive program for the management of QA/QC data generated by CWD laboratories. CWD runs in excess of 10,000 individual samples per month. The data is taken directly as measured by the instrument through a computer interface and is also entered into the system by laboratory personnel. It is then reviewed by supervisory personnel and approved for final entry into the system by plant management or designated administrative personnel. This is currently running LabWork LIMS 6.3 with Oracle 10g LabWorks LIMS has an extensive reporting module, which is based on Crystal Reports.

Internet and Intranet

CWD hosts their internet site (www.clevelandwater.com). This site runs on Windows Server 2003 using .Net framework.

CWD currently uses a mixture of SharePoint Services 2.0 and 3.0 as the foundation of their intranet site. Part of the intranet includes an installation of MS Project Server.

III. Scope of Services

This list of Potential Services is intended to provide a general overview of the work anticipated to be performed under this contract. The scope may include all IT disciplines and the work products developed by these disciplines, whether identified or not. Individual Tasks will be released by DPU to the Consultant as described in Section V under Task Release. Tasks may include services such as:

General IT Support

Consultant may be asked to provide any variety of services that span the complete system development life cycle. The following are general examples of the types of activities that may be requested and are organized into 3 categories based on the type of service:

General IT Support (listed by category)

Management Services/Technical Support
• Information technology planning
• Feasibility studies and needs assessments
• Business process analysis and redesign
• Training
• System/server/network administration
• Cloud system planning, evaluation, and migration
• Information technology procurement support
• Disaster recovery/business continuity planning
• Document development
• Security/audit compliance
• Project Management
Infrastructure Support
• Network assessments, design, and tuning
• Voice System (VoIP) assessments, design, and tuning
• System architecture, design and solution
• MS-SQL and Oracle database administration
Implementation Support
• COTS system implementation support
• Data migration planning, development and execution
• Application development (primarily Java, PHP, .NET, SQL)
• Application functional testing
• Application load testing
• Report development
• Application development
• SCADA system support
• Sharepoint application and website development

<ul style="list-style-type: none"> • Payment processing systems
<ul style="list-style-type: none"> • CC&B support
<ul style="list-style-type: none"> • AMR support

The services below are potential services specific to applications or infrastructure that we may request. The purpose for this listing is to define more clearly what services may be requested even though they are included in the general services listed in the above table.

Cisco VoIP and Call Center Support

The selected Consultant may be asked to make changes to the existing Cisco Telephony and Call Center Systems, including:

- Provides assistance in planning, engineering, architecture and development of telephony and call center technologies based on Cisco Unified Communications Manager and Cisco Unified Contact Center Enterprise.
- Provide Level 2 Fault Management/break fix support on Cisco Unified Communications Manager and Cisco Unified Contact Center Enterprise.
- Design and implement modifications to call center applications (call flows, IVR menu structures, ICM scripts, etc.)
- Design, implement, and troubleshoot integrations between UCCE and third party applications, such as Virtual Hold Technology, Oracle CC&B, credit card processing services, and Verint Call Monitoring.
- Develop custom call center reports.

Business Intelligence Support and Development

- Review DPU reporting and business intelligence environment.
- Develop recommendations for enterprise business intelligence strategies.
- Install Crystal Reports and establish a multi-database reporting structure.
- Develop reports using existing DPU tools, such as Crystal Reports and SAP Business Objects.
- Provide data modeling, universe design, and ETL development.
- Develop corporate dashboards and portals

Electric Utility Grid Automation Support

- Analyze, evaluate, recommend and implement initiatives as they related to Smart Grid, including Outage Management, Distributed Automation, Field Service Automation.

Cybersecurity, NERC, CIP assessment and compliance.

- DPU is seeking qualified and certified consultants in the area of Cyber Security and NERC and CIP compliance. Services to include Cybersecurity, cloud security, risk assessments, infrastructure vulnerability, and other assessments and preparedness task related to compliance.

Microsoft Dynamics Customer Relations Management.

Services required include updates, patches, business process review and modification if necessary. Assist staff with training, system administration, and report writing where necessary.

IT Infrastructure Support

- Assess, design, and implement network and telecommunications systems.
- Troubleshoot network operational issues.
- Assess and Recommend network design solutions for short-, medium-, and long-range network projects.
- Install, configure and maintain network components.
- Determine plan layout for new hardware or modifications to existing layout.
- Review, design, administer, and troubleshoot SAN environment.
- Implement data center management best practices
- Support server consolidation and VMWARE virtualization projects.
- Provide ITIL-base operational support for data center management (including backups)
- Provide network security reviews.
- Assess, redesign to streamline, and fine-tune Active Directory infrastructure.
- Assess, design, implement, and fine-tune Exchange-based email infrastructure.
- Provide hands-on operational support for Exchange servers..
- Assess, design, implement, and fine-tune Microsoft Sharepoint infrastructure
- Provide Microsoft Server 2003/2008 management and administration support

Disaster Recovery and Business Continuity Planning

- Development of a complete Disaster Recovery and Business Continuity (DRBC) strategic plan.
- Conduct critical application assessment.
- Document technology architecture.
- Implement Recovery procedure, test procedures and maintenance plan.
- Update DRP with updated technologies included into the IT portfolio.

GIS Applications and Platform Support

- Provide development support and data modeling on the ESRI platform.
- Provide development for the support of data maintenance, QA, spatial analysis, data dissemination and integrations (e.g. Accela, SAP BOE).
- Provide support for remote sensing (e.g., aerial imagery).
- Support for data acquisition, development and management support (e.g., data compilation, GPS field data acquisition) for the City's GIS Oracle/SDE data warehouse.
- Support for cloud-based GIS and related systems (e.g. Amazon/ESRI).
- Flex/Flash API, Java API, iOS, Android, Windows, HTML 5 webGIS development support.
- ESRI/Oracle/SQL platform upgrades

Accela & Cityworks Application and Platform Support

- Provide support for Accela and Cityworks platforms and modules (e.g. Automation, Citizen's Access, Accela GIS, Accela Mobile, Document Review, and Document Storage).
- Supplement staff to provide Accela system technology and business services.
- System programming (GovXML, Java, .NET, C#, VB, HTML, REST, SOAP).
- Accela Report Writer (ARW), Crystal Reports and SQL Reporting configuration and migration.
- Accela and Cityworks API integrations and support.
- Training, documentation, system testing, data cleansing

SCADA Design and Application Support

- Provide assessment and modernization plans for DPU owned SCADA systems (GE, EFACTS, etc)
- Provide SCADA design and implementation support.
- Provide SCADA system management and operational support.

Banner Customer System Support

- Services required include upgrade and implementation services.
- Data clean up and scrubbing.
- Training
- Business process and system reviews and system assessments and recommendations.
- Provide Banner Utility Customer system support.
- Provide Banner Utility Customer system upgrade support.

Streetlight outage IVR system

- DPU would like services to Augment and train staff in the maintenance of the system and perform any repairs on the system, as well as make changes as requested.

Other COTS Application Management Support

- Provide application development, management, functional analysis, technical engineering, and operational support for utility permitting applications (ACCELA, etc.)
- Provide application development, management, functional analysis, technical engineering, and operational support for utility asset management applications (Ellipse, Cityworks, etc.)
- Provide application development, management, functional analysis, technical engineering, and operational support for enterprise document management applications (Sharepoint, OnBase)
- Provide system administration, application management, and application integration support for Automated Meter Reading/Advanced Meter Infrastructure (AMR/AMI) systems (Itron)

- Provide system configuration, design, and operational support for Web Content Management applications (Drupal, Sharepoint)

IV. Project Staff and Roles

DPU has the right to approve all individuals working on the project and it is expected that the selected individuals will remain on the project until the task is complete. Staffing can only be replaced with DPU's written approval. Staffing each authorized task of the project is the responsibility of the Consultant and shall start immediately after receiving the task Notice to Proceed (NTP) from DPU. DPU reserves the right to receive a resume for all proposed task resources and to interview the resources prior to accepting them to perform task work.

For purposes of this RFP and project, labor is broken down into four specific categories. Management services/technical support, infrastructure support, and Implementation support categories map directly to the General IT Services indicated in the Section III, Scope of Services. Project Oversight has been added as a category that has oversight over all activities/categories. Within each labor category there are multiple skill levels.

Labor Categories and Skill Levels for services being requested:

- A. Project Oversight Category**
 - a. Senior Project Manager
 - b. Technical Lead
- B. Management Services/Technical Support Category**
 - a. Senior Project Manager
 - b. Project Manager
 - c. Consultant Level 1
 - d. Consultant Level 2
 - e. Consultant Level 3
 - f. Subject Matter Expert Level 1
 - g. Subject Matter Expert Level 2
- C. Infrastructure Support Category**
 - a. Senior Project Manager
 - b. Project Manager
 - c. Consultant Level 1
 - d. Consultant Level 2
 - e. Consultant Level 3
 - f. Subject Matter Expert Level 1
 - g. Subject Matter Expert Level 2
- D. Implementation Support Category**
 - a. Senior Project Manager
 - b. Project Manager
 - c. Consultant Level 1
 - d. Consultant Level 2
 - e. Consultant Level 3
 - f. Subject Matter Expert Level 1
 - g. Subject Matter Expert Level 2

Role Descriptions

- A. Senior Project Manager: The Senior Project Manager must have a minimum of 7 years' experience managing similar projects and show evidence of experience with project scheduling, budgeting, resource allocation and risk control coordination. PMP certification is a plus.
- B. Project Manager: The Project Manager must have a minimum of 3 years managing projects showing evidence of experience with project scheduling, and additional years of experience in the area proposed.
- C. Technical Lead: The Technical Lead must have a minimum of 7 years technical leadership experience and will have general experience with similar projects to those that are being proposed across all categories.
- D. Consultant Level 1: Resource with at least 7 years' experience with appropriate training, certification, education and experience for the category and task assigned to that resource.
- E. Consultant Level 2: Resource with at least 5 years' experience with appropriate training, certification, education and experience for the category and task assigned to that resource.
- F. Consultant Level 3: Resource with at least 2 years' experience with appropriate training, certification, education and experience for the task assigned to that resource.
- G. Level 1 Subject Matter Expert: Senior level expert in the proposed category and task.
- H. Level 2 Subject Matter Expert: Junior level expert in the proposed category and task.

V. General Guidelines

1. Task Release for Support Services

A. Task Request for Proposal

When a task is first initiated, DPU's CIO or designee shall issue a Task Request for Proposal (TRFP) to the Consultant. The Consultant shall accept TRFP's only from a DPU's assigned Contract Manager. The TRFP will include relevant information based on the type of task which is broken down into either Fixed Labor or Fixed Deliverables.

Fixed Labor Tasks-These are tasks where DPU is requiring a skilled resource to fulfill an operational need (e.g. DBA, CCNA etc.). DPU will provide the Consultant with a TRFP that includes the description of need for that task.

Fixed Deliverables - These are complex tasks that there are defined deliverables and outcomes. DPU will provide the Consultant with a TRFP with goals and objectives, and scope of services for the task.

B. Task Proposal

The Consultant will review the TRFP and prepare a proposal based on the type of task being requested:

Fixed Labor Tasks-Consultant will provide:

- Resumes of proposed resources
- Labor category and skill level/rates, based on the fee proposal.
- Completion of any required forms based on DPU's task process.

Fixed Deliverables – Consultant will provide:

- Proposal including resources, schedule, and deliverables
- Resumes of proposed resources
- Labor category and skill level/rates, based on the fee proposal.
- Completion of any required forms based on DPU's task process.

The Consultant shall submit this information in proposal form to the DPU CIO or designee.

C. Task Negotiation

DPU will review the task proposal as received from the Consultant and determine if the proposal is acceptable. If DPU thinks some adjustment in the proposal is needed, it will negotiate with the Consultant until both can agree on the details in the task proposal.

D. Task Authorization

When the task proposal is finalized, a formal Task Authorization Letter will be given to the Consultant by DPU.

Each authorized task shall indicate a total Not-To-Exceed funding cap. The Consultant shall cease work on a task once he/she has expended all of the authorized funds on a task. Work on a task will resume only after DPU authorizes additional funds. The Consultant shall give DPU at least one month advance notice of when it thinks a task's funding will be exhausted.

E. Task Completion and Close-out

All work by the Consultant shall conform to DPU Standards. After the Consultant has completed the activities as authorized in each task, he/she shall submit, in hard copy and, where applicable, in electronic form (in the latest versions of Adobe PDF, MS Word, Visio, or MS Excel), all required documentation and deliverables as defined in the task.

F. Noncompetitive Statement on Subconsultants

In order to preserve the City's interest in continuing the project work without undue interruption, Consultant is prohibited from imposing non-compete conditions on its subconsultants without prior written approval of such conditions by the City.

2. Compensation and Invoicing

A. General Services

Compensation for general services shall be based on hourly billing rates for the category of the individuals assigned to each task and approved reimbursable expenses as agreed upon during negotiation of the Agreement.

Billing rates shall remain unchanged throughout the life of this contract.

The Consultant shall be compensated for reimbursable expenses incurred in the interest of the work in accordance with the City Reimbursable Policy (Appendix C).

The Consultant shall be paid for services on a simple time-based method. The Consultant shall invoice each month based on the actual hours, and approved hourly billing rates expended for the services. The invoice shall include only the staff titles listed in the Fee Proposal.

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

Invoices shall include a cover page, summary table, detailed invoice per task, summary table of labor costs, timesheets, summary table of reimbursable, original

receipts, and other information as deemed appropriate. Invoices shall include specific activities worked, on an hourly and daily basis by resource.

Supporting information (receipts, timesheets, etc.) shall be attached in the appropriate section of the invoice in alphabetical then chronological order. For example, timesheets shall be attached alphabetically by individual name and chronologically by individual.

Each approved task shall be specifically identified and tracked.

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

B. Payments To Subconsultants

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

VI. Proposal Requirements

1. Submission of Proposal

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

- i. Each proposer shall provide all information requested in this RFP. The proposer must organize its proposal package to address each of the elements in this RFP in the order listed in Section VIII, Proposal Contents. 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.
- ii. 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-reusable 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.
- iii. 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 **Simon Mastroianni, 1201 Lakeside Avenue, Cleveland, OH 44114, no later than Tuesday, July 9, 2013 by 12:00 p.m.** Requests for clarification or interpretation may be submitted via e-mail to simon_mastroianni@clevelandwater.com.

2. The City's Rights and Requirements

- i. The Director, at his/her sole discretion, may require any proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- ii. 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.

iii. **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.

iv. **Cleveland Area Business Code**

Requirements During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services.

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

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

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

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

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

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference,

incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

- viii. 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.

v. **Term of Proposal’s Effectiveness.**

By submission of a proposal, the proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 180 calendar days after the proposal submission deadline (the “Proposal Expiration Date”).

vi. **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.

vii. **Short-listing**

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

viii. 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.

ix. 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.

3. Anticipated Proposal Schedule

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

Event	Dates/Deadlines
Issue Request For Proposals	Monday, June 18, 2013
Pre-proposal Conference	Thursday, June 27, 2013, 10:00 a.m.
Deadline for Submitting Questions	Tuesday, July 9, 2013 by 12:00 p.m.
Deadline for Submitting Proposal	Thursday, July 18, 2013 by 4:00 p.m.
Optional Oral Interviews	TBD

VII. Proposal Requirements

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 10 years of providing IT services 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 two years 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.
- Disclose any current litigation(s) that the proposer or any of its subcontractors is currently involved or has been involved over the last 5 years.

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.

- i. Professional liability insurance with limits of not less than \$2,000,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$50,000.00 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.
- ii. Workers’ compensation and employer’s liability insurance as provided under the laws of the State of Ohio.
- iii. Statutory unemployment insurance protection for all of its employees.
- iv. Such other insurance coverage(s) as the City may reasonably require.

VIII. Proposal Contents

Each technical 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.

The technical proposal Shall Be No Longer Than 50 Single-Sided Printed Pages, excluding appendices.

Page size shall be 8.5 x 11 inches (11x17 inch pages may be utilized for graphical representations but each will be counted as two pages). Font size shall be no less than 12 pt. Tabs, dividers, and appendices are excluded from the page count. Proposal Shall Be Submitted In 3-Ring Binders.

1. Proposal Contents

The technical proposal response shall consist of the following sections:

Section 1: Cover Letter and Executive Summary

The Executive Summary should provide a complete and concise summary of proposer's experience and ability to meet the requirements of this RFP. It 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.

Section 2: Profile

The Proposer will provide a profile of its organization and all other subconsultants who will be providing services. At a minimum, the Proposer will provide the following information:

- Number of years in business
- Number of years involved with services as proposed
- Total number of employees
- Number of signed contracts in progress
- Latest gross sales revenue
- Latest gross income

Section 3: Qualifications

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. This should include the qualifications of subconsultants included in the proposal. Proposer may include as much information as needed to differentiate its services and product(s) from other proposer's. At a minimum, please include the following:

- A. Staffing: Qualifications must include a description of organizational and staff experience and resumes of the Project Manager and Technical Lead proposed for these services. Additional resumes are not required unless that resource will likely play a key role in the project.
- B. Organizational and Staff Experience: Proposer must describe their qualifications and experience to perform the work described in this RFP. Information about experience should include direct experience with the specific subject matter demonstrating a technical strength in at least five of the items listed in the Scope of Services section. The proposer's record should reflect experience in work of similar nature to that being proposed and the ability to bring in resources as needed for the wide ranging IT services requested in this RFP. Relevant experience must be associated with projects completed not more than five years prior to the date of this RFP.
- C. Describe your process for recruiting, selecting and assigning staff to tasks, providing oversight, evaluation and quality control procedures as well as addressing deficiencies in performance with steps for remediation.

Section 4: List of Representative Projects

Provide a list of at least three similar projects that the proposer has successfully completed within the last three years, and a list of representative projects that the subconsultants have completed. Timeline and budget adherence should be referenced.

Include a detailed description of the project, project responsibilities, services, and dollar value for each project listed for the proposer (not subconsultants).

Provide at least three client references (verified name and telephone number) of someone closely familiar with each project and your firm's performance.

Each project description shall be presented in the format consistent with the table below.

PROJECT NAME AND DESCRIPTION
Owner's Name:
Location of Project:
Knowledgeable Contact's Name
Verified Telephone Number for Contact
Project Manager's Name*
Key Team Member's Names and Duties*
Prime Consultant
Sub-consultant(s) and Percent of Total Project

Implementation Cost and Variance from Implementation Contract Cost(briefly explain variance)
Implementation Schedule and Variance from Implementation Contract Schedule (briefly explain variance)
* - AS PROPOSED FOR THAT Sheet of PROJECT.

Section 5: Project Management Approach

- A. Describe project controls performance regarding cost monitoring and timely delivery of invoices and client-required deliverables.
- B. Describe internal quality management processes to ensure that work-products and project deliverables will meet the quality standards expected from the project. Include procedures for addressing deficiencies in performance and steps for remediation.
- C. Describe your Project Management Methodologies you will employ on this project. Describe what project management documentation will be provided such as: Communication Plan, Responsibility Matrix, Risk Mitigation Matrix, Operations Plan, Test Plan, Training Plan, etc.

Section 6: Financial Statements

Any financial statements that would be required will be requested only from those proposers that are “short-listed”.

Section 7: Environmental Sustainability: Describe how the proposed services/project/solution incorporates environmental sustainability.

Section 8: Litigation: Disclose any current litigation(s) that the proposer or any of its subcontractors is currently involved or has been involved over the last 5 years.

- 2. **Fee Proposal:** Proposer should submit its fee proposal for all its services in a separately sealed envelope clearly marked on the outside. Use the Fee Proposal Template in Appendix B.

There is no limit to the number of pages submitted as part of the fee proposal. The Fee Proposal Shall Include Forms And Fee/Hours Tables Attached For The Project.

A. Fee Proposal Template

Task-Based Support Services

Submit hourly rates by discipline as listed in Table 1 – Fee Proposal Template, located in Appendix B. The Fee Proposal Template is based on an estimate of need for the categories and skill level. The number of hours is based on 3 years of

services. Labor rates will be fixed for the first 3 years of the contract. The 4th and 5th year are optional and are not indicated in the Fee Proposal Template.

Compensation for labor shall be based not on the actual salary rates, but on category billing rates quoted by the proposer in the Fee Proposal Template. Labor rates have been placed into 4 categories.

Overtime shall be treated as straight time, unless required otherwise by state law. The columns for initial Hourly Rate on Fee Table are average values. DPU will pay the proposer for hours expended by using these average billing rates, regardless of what each person is actually paid by the firm or what each firm's labor multiplier actually is.

Reimbursable items will be negotiated on a per task basis. A fixed reimbursable amount is included in the Fee Table to allow for other direct costs, which are reimbursed without a markup on submission of receipts with the consultant's monthly invoice. An allowance for reimbursable expenses for this RFP has been fixed by the City at \$300,000. Proposers are not to submit a different proposal for reimbursable expenses. This is a not-to-exceed amount.

Proposer shall fill in Column B and C with billing rates it is willing to accept as payment for services performed by any proposed team member falling into the given labor classification role.

Proposer shall complete only one such form for its entire team, and not submit separate forms for different subconsultant firms.

NOTE: The hours indicated in the table are DPU's best estimate of hours anticipated to be used. The hours are for proposing purposes only and do not necessarily reflect the actual hours that will be used during the execution of the project tasks, on whole or per labor classification.

B. Office of Equal Opportunity (OEO) Forms

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

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

Each and every CSB firm should complete and sign the Statement of Intent to perform as a subconsultant (Schedule 3).

C. Required City Forms

Proposer shall complete, execute, and return with its fee proposal the following documents, blank copies of which are included in Appendix D. They can also be found on-line on the City of Cleveland website.

- The Office of Equal Opportunity Notice to Bidders and Schedules;
- Federal Form W-9 including Taxpayer Identification Number;
- Non-Competitive Bid Contract Statement for Calendar Year 2013;
- Northern Ireland Fair Employment Practices Disclosure.

IX. Proposal Evaluation

Information on fees, hours, level of effort or the like for this project shall exist exclusively in the Fee Proposal.

Proposals shall be evaluated based on the following criteria (not listed in order of importance):

- Proposer experience and technical strengths
- Proven successful past performance on similar projects.
- Qualification and experience of named Project Manager and Technical Lead.
- Program Management approach.
- Approach to recruiting, selecting, assigning and monitoring staff.
- CSB participation and utilization and qualifications of subconsultants.
- Acceptance of contract conditions and requirements.
- Fees will not be considered in the technical evaluation. Proposals shall be evaluated first on qualifications and technical merit. Once rankings are established, the fee submittals shall be considered.

A firm's involvement in any current litigation with the City may be taken into account during proposal evaluation.

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.

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.

APPENDIX A: Proposal Checklist

Proposers should be sure to address all of the following areas in their proposal.

1. TECHNICAL PROPOSAL SUBMISSION

- Section 1: Cover Letter and Executive Summary
- Section 2: Profile
- Section 3: Qualifications
- Section 3: List of representative projects
- Section 5: Project Management Approach
- Section 6: Financial Statements
- Section 7: Environment Sustainability
- Section 8: Litigation
- 1 original and 9 copies submitted.
- 1 CD/DVD with copy of proposal

2. FEE PROPOSAL and Required FORMS (Marked and sealed envelope)

- Fee Table (use the format of the Fee Proposal Template in Appendix B)
- Non-Competitive Bid Contract Statement for 2013
- OEO schedules
- Northern Ireland Fair Employment Practices Disclosure
- Federal Form W-9
- 1 CD/DVD with copy of Fee Table

APPENDIX B: Fee Proposal Template

**Table 1 – Fee Proposal Template for 2 Years of Services,
plus an additional one year option at the discretion of the
Director of Public Utilities.**

Role	Estimated Services (for 2 years + one option year) Hours (A)	Hourly Rate (B)	Total (C=AxB)
Project Oversight			
Project Manager	2,040		
Technical Lead	2,040		
Management Services			
Sr. Project Manager	675		
Project Manager	1,050		
Consultant Level 1	1,500		
Consultant Level 2	2,400		
Consultant Level 3	1,500		
Subject Matter Expert 1	300		
Subject Matter Expert 2	300		
Infrastructure Support			
Sr. Project Manager	675		
Project Manager	1,050		
Consultant Level 1	1,500		
Consultant Level 2	2,400		
Consultant Level 3	1,500		
Subject Matter Expert 1	300		
Subject Matter Expert 2	300		
Implementation Support			
Sr. Project Manager	675		
Project Manager	1,050		
Consultant Level 1	1,500		
Consultant Level 2	2,400		
Consultant Level 3	1,500		
Subject Matter Expert 1	300		
Subject Matter Expert 2	300		
TOTAL			

REIMBURSABLE ALLOWANCE	\$300,000
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GRAND TOTAL	
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APPENDIX C: DPU Reimbursable Expense Policy

CITY OF CLEVELAND
DEPARTMENT OF PUBLIC UTILITIES
REIMBURSABLE EXPENSES POLICY
MAY 2013

Personal Allowances

Reimbursement on all items in this category shall be from the direct cost reimbursable expense, supported by actual receipts and invoices, except as noted. All regulations in this category shall apply to the Prime Consultant, all Subconsultants, and Special Services staff.

Consultant's staff shall be classified into four classes:

- Class 1. Staff Already Living in the Greater Cleveland Area.
- Class 2. Infrequent Travelers to Cleveland. Those staff coming to Cleveland for less than a two week stay. Staff hired by the Consultant after the Notice to Proceed has been issued and assigned to this project can only be classified as Class 1 or Class 2.
- Class 3. Staff with Extended Stays in Cleveland. Out of towners who will work in Cleveland for stretches longer than two weeks, but less than one year.
- Class 4. Relocated Staff. Key, full time project staff (e.g. project manager) who relocate from out of town to work full time for the duration of the project, and for a minimum of one year's time.

Reimbursements:

- Class 1: Such staff qualify for no reimbursement expenses (travel, lodging, meal, per diem, etc...) whatsoever.
- Class 2 Travel: Actually incurred expenses (air, bus, rail, car rental, taxi, etc...) shall be paid for Class 2 staff. However, the charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made; regular economy class fares for air travel.) Class 2 travel shall require prior City approval. Rental car optional insurance is not reimbursable expense.

- Class 2 Per Diem Expenses: Class 2 daily expenses for meals, telephone, etc. shall be paid at a flat rate of \$17.00 per hour to cover all travel and living expenses other than airfare; actual expenses for airfare will be charged as incurred and submitted with supporting expenses.
- Class 2 Lodgings and Related Services: Direct cost reimbursement shall be made, based on actual expenses, for apartments or hotels. The charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made - currently \$100.00/day for Cleveland area hotels), and shall be supported by actual receipts. The City shall also reimburse for any City/County Hotel Taxes over and above the Federal guideline.
- Class 2 Commute Time: Class 2 travelers shall be allowed to bill their time commuting between Cleveland and home as a labor expense, if such travel occurs during normal working hours. No other Class shall be allowed to bill any commute time as a labor expense.
- Class 3 Travel: Class 3 staff shall be allowed intermittent travel back home. Consultant shall remain within the initial contract budget for this item. Additionally, the City will only pay actual invoiced amounts, and in no case more than a cap of \$800.00 per month for such travel for each Class 3 staff member. Only Class 3 staff shall qualify for this allowance. Travel expenses for Class 3 staff's initial trip to and final trip from Cleveland shall be paid on an actual basis, and shall not apply against any month's cap. These expenses shall be included in the direct cost reimbursable expense.
- Class 3 Per Diem Expenses: Class 3 staff shall be given an allowance for each full calendar day (including non-working days) spent in the Cleveland area, to be included in the direct cost reimbursable expense. The Consultant shall submit with its monthly invoices a log for each Class 3 person, indicating the date in town and the allowance being requested. In no case shall the allowance exceed Federal guidelines (as the guidelines were at the time the expenditure was - currently \$42/day per individual in the Cleveland area.) This allowance shall cover daily meals, telephone, television, laundry, local travel, etc. Actual receipts for this particular item are not required.
- Class 3 Lodgings: Class 3 staff are expected to secure apartments in the Cleveland area. Direct cost reimbursements shall be made for actual rental costs, supported by actual receipts. Rental for

weekend and other non-working days shall be reimbursable expense. In no case shall rent exceed a cap of \$ 1,000/month per person.

Class 3 Inflation: Inflation shall be measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Midwest Region, as tracked by the Federal Bureau of Labor Statistics. The amount of inflation shall be determined each year, beginning one year after Notice to Proceed, and shall be re-determined on each anniversary of Notice to Proceed. The \$800 per month cap for Class 3 Travel, and the \$1000 per month cap for Class 3 Lodgings, will be allowed to increase annually by the amount of inflation so determined.

Class 4 Relocation Expenses: Reasonable relocation to Cleveland expenses (including transportation of household items and two cars, incidentals, temporary lodging and meals for family [not to exceed one month in duration], and one, 3-day spousal trip to Cleveland) shall be allowed based on actual expenditure, with an upper limit of \$20,000 per individual. Only Class 4 staff qualifies for relocation expenses. Class 4 staffs qualify for relocation expenses, but for no other Personal Allowance expenses

APPENDIX D: Required City Forms



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

SUBCONTRACTOR PARTICIPATION GOAL

PROFESSIONAL SERVICES CONTRACT

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

10% CSB Participation

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://www.city.cleveland.oh.us/oeo>

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



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

**CLEVELAND AREA BUSINESS CODE
NOTICE TO BIDDERS
&
SCHEDULES**

City of Cleveland

Frank G. Jackson, Mayor

**Natoya J. Walker Minor, Director
Office of Equal Opportunity**

EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b))

Each Contract also shall contain the following equal opportunity clause:

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

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code.”

City of Cleveland
OFFICE OF EQUAL OPPORTUNITY

NOTICE TO BIDDERS

1. Introduction:

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances, of Cleveland Ohio 1976 (C.O.) was enacted to increase the participation of local small business enterprises in City of Cleveland contracts. The Code also promotes the participation of Minority and Female Business Enterprises in City of Cleveland contracts, and works to ensure that Contractors doing business with the City do not use discriminatory employment practices. Failure to comply with the Cleveland Area Business Code or with representations made on the attached Schedules may result in rejection of part or all of the bid, and/or cancellation of the contract.

2. Definitions:

As used in this Notice to Bidders and Schedules, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for Bid Comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.
- (d) "City" means the City of Cleveland, Ohio.
- (e) "City of Cleveland Small Business" or "CCSB" means a CSB that has its principal office located physically within the municipal boundaries of the City.
- (f) "Cleveland Area Small Business" or "CSB" means a Business Enterprise certified under division (a) of Section 187.03.
- (g) "Cleveland Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Ohio, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28.
- (h) "Contract" means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.
- (i) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the

City enters into a particular Contract.

- (j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs, MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.
- (k) "Director" means the Director of the Office of Equal Opportunity.
- (l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (p) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (q) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (q) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (r) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (s) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. Required OEO Schedules:

The following documents must be completed, signed and submitted as part of the Contractor's bid or proposal for any City of Cleveland contract over \$10,000.

Schedule 1: PROJECT CONTACT INFORMATION FORM

Each Bidder or Proposer must complete, sign and submit Schedule 1, the PROJECT CONTACT INFORMATION FORM. Schedule 1 provides the Office of Equal Opportunity with the necessary contact

information to conduct its monitoring responsibilities. Please include your Federal Tax ID Number, also known as the Employer Identification Number, on Schedule 1.

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Each Bidder or Proposer must complete, sign and submit Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION. List all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract. **Be sure to use the full legal name of each subcontractor.** Also include the contract specification item number(s) on which the subcontractor will participate (Part 1), the work or supplies/materials the subcontractor will provide (Part 2), and the total dollar amount of the subcontract (Part 3). The total dollar amount in Part 3 must be an actual dollar amount, and may not be a range of values or a percentage of the contract. **Please include the Federal Tax ID Number, also known as the Employer Identification Number, for all subcontractors listed on Schedule 2.**

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Each prospective subcontractor must complete, sign and submit Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR. Parts 1 through 3 on each Schedule 3 must correspond with Parts 1 through 4 on Schedule 2 for the appropriate subcontractor. No CSB, MBE, or FBE participation credit will be considered for any subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3. Schedule 3 should be completed by the subcontractor, returned to the Bidder or Proposer, and submitted as part of the bid or proposal.

Schedule 4: CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Each Bidder or Proposer must make a good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals that are established in the bid documents. These subcontracting goals are not quotas, and no bid will be disqualified simply because the Bidder or Proposer fails to meet the goals. If a Bidder or Proposer does not meet the CSB, MBE and/or FBE subcontracting goals, the Bidder or Proposer **must provide an explanation for the failure to meet the goals in Schedule 4**, the Subcontractor Unavailability/Impracticality Certification.

Schedule 4 allows Bidders and Proposers to demonstrate their good faith efforts in finding and soliciting CSBs, MBEs and FBEs to work on City of Cleveland contracts. Failure to complete this schedule fully and completely may impact the evaluation of the bid or proposal.

Failure to submit and accurately complete each OEO Schedule 1-4 may result in the rejection of all or part of the bid or proposal. If a Schedule is not applicable, the Bidder or Proposer should indicate "NA" on the schedule, and **still must sign and submit** the Schedule. Submission of incomplete, inaccurate, or inconsistent data in the Schedules may lead to a formal investigation, decertification of the Bidder or Proposer, decertification of the subcontractor, and a rejection of all or part of the bid. The City of Cleveland reserves the right to waive any informality or immaterial irregularity, and reserves the right to reject any or all bids.

4. Equal Employment Certification:

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 days after entering into a Contract, each Contractor shall file a written affirmative action program containing standards and procedures ensuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the contractor's recruitment, selection, and advancement processes.

Each contractor's affirmative action program shall contain the following components:

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
 - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
 - (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated against any

employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status, the Office of Equal Opportunity may take immediate enforcement action.

5. CSB Certification:

Each Bidder, Proposer or subcontractor representing itself as a Cleveland Area Small Business (CSB) within the OEO Schedules must be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications are available through the Office of Equal Opportunity, and at <http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20Opportunity>

There are two classifications of CSBs:

A **City of Cleveland Small Business (CCSB)** is a CSB located within the City of Cleveland.

A **Regional Cleveland Small Business (RCSB)** is a CSB located within Cuyahoga County, but not within the City itself.

A business is eligible for certification as a Cleveland Area Small Business (CSB) if it meets the following criteria:

- (1) It is a Small Business Enterprise;
- (2) It has its principal office located physically in the Cleveland Contracting Market; and
- (3) Its chief executive officer and highest level managers maintain their offices and perform their managerial functions in the Cleveland Contracting Market.

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration, which are as generally as follows:

Construction

- General building and heavy construction contractors: \$33.5 million
- Special trade construction contractors: \$14 million
- Land subdivision: \$7 million
- Dredging: \$20 million

Manufacturing

- About 75 percent of the manufacturing industries: 500 employees
- A small number of industries: 1,500 employees
- The balance: either 750 or 1,000 employees

Mining

- All mining industries, except mining services: 500 employees

Retail Trade

- Most retail trade industries: \$7 million
- A few (such as grocery stores, department stores, motor vehicle dealers and electrical appliance dealers), have higher size standards, but none above \$35.5 million.

Services

- Most common: \$7 million
- Computer programming, data processing and systems design: \$25 million
- Engineering and architectural services and a few other industries have different size standards.

- The highest annual-receipts size standard in any service industry: \$35.5 million
- Research and development and environmental remediation services: the only service industries with size standards stated in number of employees

Wholesale Trade

For small business Federal contracts: 100 employees, and the firm must deliver the product of a small domestic manufacturer, as set forth in SBA's nonmanufacturer rule, unless [waived](#) by the SBA for a particular class of product. For procurements made under the Simplified Acquisition Procedures of the FAR and where the purchase does not exceed \$25,000, the nonmanufacturer may deliver the goods of any domestic manufacturer.

- For loans and all other programs: 100 employees is applicable for all industries.

Other Industries

- Divisions include agriculture; transportation, communications, electric, gas, and sanitary services; and finance, insurance and real estate.
- Because of wide variation in the structure of industries in these divisions, there is no common pattern of size standards.
- For specific size standards as of January 1 of each year, refer to the size regulations in [13 CFR §121.201](#). SBA's [Table of Small Business Size Standards](#) includes all changes and modifications made since January 1 of the most recent year.

6. CSB Contract Participation

In an effort to promote the participation of Cleveland-area Small Businesses (CSBs) in City contracts, each Contracting Department of the City will use its best efforts to contract with CSB Bidders and Proposers, and Bidders and Proposers that have committed to subcontracting with certified CSBs.

The CSB subcontractor participation goals are:

Construction Contracts:	30% CSB Subcontractor Participation
Professional Services Contracts:	10% CSB Subcontractor Participation
All Other Contracts:	20% CSB Subcontractor Participation

The Contracting Departments may, in consultation with the Director, increase or decrease these participation goals for a particular contract. When the goals are changed, the change will be noted in the bid or proposal documents.

Each Bidder or Proposer is expected to make a good faith effort to subcontract with certified CSBs in accord with the goals prescribed above. If the goals are not met, the Bidder or Proposer must demonstrate its good faith effort to meet the goals on Schedule 4, the [Subcontractor Unavailability/Impracticality Certification](#). The CSB participation goals are goals, not mandates, but the good faith effort to meet the CSB goals will be considered in awarding the contract.

7. MBE/FBE Certification:

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) within the OEO Schedules must be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening.

A business is eligible for certification as a Minority Business Enterprise (MBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Minority Persons who have at least 51% ownership;
- (2) The Minority Persons who own the Business Enterprise have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

A business is eligible for certification as a Female Business Enterprise (FBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Females who have at least 51% ownership;
- (2) The Female owners have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

8. MBE and FBE Contract Participation

The City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs) through its contracting activities, and the City intends to Contract with firms that shares that commitment. Under this policy, each Contracting Department will use its best efforts to promote the participation of MBEs and FBEs as both prime contractors and subcontractors in all City Contracts. In turn, Bidders and Proposers shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable.** When specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer must make a good faith effort to meet them. If the goals are not met, the Bidder or Proposer must demonstrate its good faith efforts in Schedule 4, the Subcontractor Unavailability/Impracticality Certification. Specific MBE and/or FBE participation goals are goals, not mandates, but the City will consider the contractor's good faith effort to meet the MBE and/or FBE goals in approving a contract.

Only those Certified MBEs and/or FBEs that have been designated as eligible to provide participation credit by the Office of Equal Opportunity for a particular type of contract will be counted towards meeting a Bidder or Proposer's MBE and/or FBE Subcontractor participation goal. The Office of Equal Opportunity establishes eligibility for participation credit where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry identifies which MBEs and FBEs are eligible for subcontractor participation credit. In some circumstances, the participation credit MBE and/or FBE subcontractors will be limited to those MBEs and FBEs that are identified on this list. Bidders or Proposers should carefully examine the ITB or RFP to determine the appropriate subcontracting goals, and the eligible MBE and FBEs.

If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3, the Statement of Intent to Perform as a Subcontractor. Any work re-subcontracted to a non-MBE/non-FBE will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

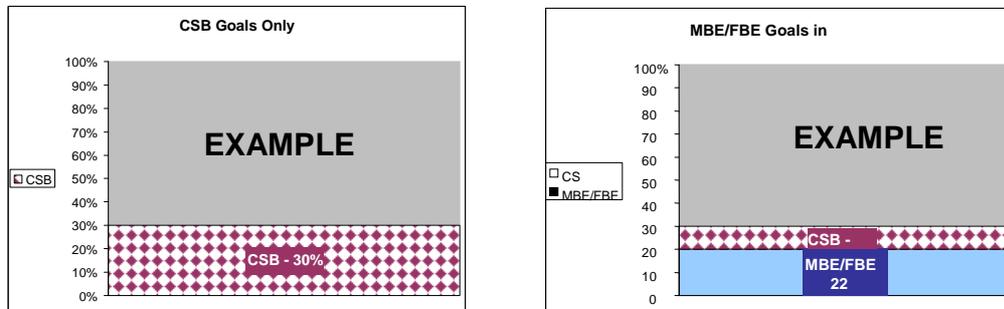
9. CSB Participation Goals When MBE/FBE Goals Are in Effect:

When there are specific MBE and/or FBE goals on a City contract, those goals will be considered in lieu of an equivalent portion of the CSB goals for the contract.

For example, public improvement contracts have a standard 30% CSB subcontractor participation goal. If, however, a public improvement contract also has a goal of 15% MBE subcontractor participation and 7% FBE subcontractor participation, the CSB goal for the contract will be reduced by an equal amount, going

down from 30% to 8%.

Standard CSB Goal	30%
MBE/FBE Goal	-22%
New CSB Goal	8%



In this example, the final subcontracting goals would be 22% MBE/FBE subcontractor participation, and 8% CSB subcontractor participation, equaling the standard 30% overall subcontractor participation goal for public improvement contracts.

10. **MBE/FBE Bid Discounts:**

Contracting Departments may apply a Bid Discount of five percent (5%) for bids received from certified MBE and FBE Bidders to remediate past or present discrimination, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Bid Discounts.

11. **MBE/FBE Evaluation Credits:**

Contracting Departments may apply an Evaluation Credit of five percent (5%) of the total points awarded for proposals received from MBE and FBE Proposers to remediate past or present discrimination, where evidence of contracting disparity has been adequately demonstrated. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Evaluation Credits.

12. **MBE/FBE Subcontracting Bid Discounts and Additional Retainage:**

Contracting departments may apply a bid discount for bids received for public improvement contracts in the amount of five percent (5%) of the portion of the total amount of the goods, labor, and materials that the bidder represents it will subcontract to one or more MBEs and FBEs, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination.

(1) If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the contract retainage required under Section 185.41C.O.

(2) If a Contractor uses MBE and FBE subcontractors in the performance of a Public Improvement Contract in an amount equal to or greater than offered in the bid, the City shall pay the Contractor any Additional Retainage retained under division (1) of this section upon the Contracting Department director's acceptance of the contract work. If a Contractor uses MBE and FBE subcontractors in the performance of a Public Improvement Contract in an amount less than represented in its bid, the Contractor shall forfeit the amount of Additional Retainage equal to the amount of shortfall in its total

MBE and FBE usage, in addition to any other sanctions or penalties applicable under the Contract or the Cleveland Area Business Code.

(3) If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to a bid that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the Contract terms shall prohibit the Contractor from deducting the amount of the Additional Retainage from progress payments to the MBE and FBE subcontractors.

13. CSB Bid Discounts:

If a Contracting Department *does not apply an MBE or FBE Bid Discount* to one or more bids for the award of a Contract, the Contracting Department may apply a Bid Discount in the following amounts for bids received from CSB prime contractors:

A Bid Discount of five percent (5%) for bids received from CCSBs.

A Bid Discount of five percent (5%) for bids received from RCSBs, provided no bids are received from CCSB's.

14. CSB Evaluation Credits:

If a Contracting Department *does not apply an MBE or FBE Evaluation Credit* to one or more proposals for the award of a Contract, the Contracting Department may apply Evaluation Credits as follows for proposals received from CSB prime contractors:

(1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.

(2) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from RCSBs, provided no proposals are received from CCSBs.

15. CSB Subcontracting Bid Discounts and Additional Retainage:

Contracting Departments may apply a Bid Discount to bids received for a Public Improvement Contract in the amount of five percent (5%) of the portion of the total amount of labor and materials that the Bidder represents it will subcontract to one or more CSBs. This provision does not apply, however, if a Bid Discount has been applied for MBE or FBE subcontractor participation,

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the retainage required under Section 185.41 of the Codified Ordinances.

If a Contractor uses CSB subcontractors in the performance of the Public Improvement Contract in an amount equal to or greater than offered in the Contractor's bid, the City shall pay the Contractor any Additional Retainage retained under division (d)(1) of this section upon the Contracting Department director's acceptance of the contract work under division (d) of Section 185.41. If a Contractor uses CSB subcontractors in the performance of a Public Improvement Contract in an amount less than represented in its bid, the Contractor shall forfeit the amount of the Additional Retainage equal to the amount of shortfall in its CSB usage, in addition to any other sanctions or penalties applicable under this Chapter or the Contract.

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the

Contract terms shall prohibit the Contractor from deducting the amount of the Additional Retainage from progress payments to the CSB subcontractors.

16. Maximum Annual Subcontracting Program Benefit:

In an effort to encourage wide participation in the CSB, MBE and FBE subcontracting programs, the City of Cleveland has adopted a policy which may limit the amount of subcontracting credit that a single CSB, MBE and/or FBE subcontractor can provide in a single year. When the CSB, MBE and/or FBE subcontractor has reached this maximum subcontracting dollar value, its participation in future contracts will not be counted towards a Bidder or Proposer's CSB, MBE and/or FBE participation goals.

The Director may apply credit toward the CSB, MBE and/or FBE subcontractor participation goals upon written request of a Bidder or Proposer attesting that no other certified CSBs, MBEs or FBEs are available to perform the work or supply the materials required for the Contract, or in an emergency, or for such other reasons that the Director determines require use of that CSB, MBE or FBE.

Nothing prohibits a Bidder or Proposer from subcontracting to a CSB, MBE or FBE that has reached the cap, or prohibits the CSB, MBE or FBE from performing work or supplying materials under any contract. But that participation will not count towards the Bidder or Proposer's subcontracting goals.

17. CSB/MBE/FBE Manufacturer and Supplier Participation:

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials or adds value by substantially altering them before resale. In contrast, sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract, provided that the CSB, MBE or FBE supplier performs a "commercially useful function in the supply process." A business enterprise is a supplier performing a "commercially useful function in the supply process" when it:

- (1) Assumes the actual and contractual responsibility for furnishing the supplies or materials; and
- (2) Is recognized as a supplier, distributor or reseller by the manufacturer or producer of the contracted supplies and materials; and
- (3) Owns or leases a warehouse, yard, building or other facilities or uses such as means as are customary in the industry for the purpose of maintaining an inventory of or supplying such supplies or materials from which it supplies its customers; and
- (4) Distributes, delivers, and/or services products primarily with its own staff and/or equipment.

If a CSB, MBE or FBE supplier is not a manufacturer and is not performing a "commercially useful function" in the supply process, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract.

18. Joint Ventures:

Participation of CSBs, MBEs and FBEs in joint ventures is encouraged. To receive credit for CSB, MBE and/or FBE participation in a joint venture, the joint venture must be certified by the Office of Equal Opportunity. The CSB/MBE/FBE Joint Venture Certification Application is available from the Office of Equal Opportunity, and applications for joint venture certification must be received by the Office of Equal Opportunity no later than 10 days prior to the bid opening.

19. Use of General Contractors as Subcontractors for CSB/ MBE/FBE Prohibited:

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 1, the Schedule of Subcontractor Participation.

For example:

	<u>Area of Certification</u>	<u>Type of Work Subcontracted</u>	<u>Credit Given</u>
Firm 1	General Contracting	Plumbing	None
Firm 2	General Contracting <i>and</i> Plumbing	Plumbing	Full

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152. Detailed Regulations and additional copies of these Schedules are available upon request.



City of Cleveland Office of Equal Opportunity Schedules Checklist

This checklist will guide you through the Office of Equal Opportunity Schedules that MUST be completed and submitted as part of your bid or proposal. If any Schedule 1 through 4 is not applicable, please mark the Schedule that is not applicable "N/A", and be sure to sign and submit the Schedule with the bid or proposal package.

Schedule 1: Project Contact Information Form

- Did you correctly calculate the subcontracting dollars and percentages for CSB, MBE and FBE subcontractors?
- Is the form complete and signed?

Schedule 2: Schedule of Subcontractor Participation

- Did you specify the total dollar amounts for each subcontract?
- Did you specify whether each subcontractor will be providing "work" or "supplies"?
- Did you verify that each subcontractor is certified for the type of work to be performed?
- Is the form complete and signed?

Schedule 3: Statement of Intent to Perform as a Subcontractor

- Did the subcontractor specify the total dollar amount of the subcontract?
- Did the subcontractor specify whether it is providing "work" or "supplies"?
- If applicable, has the re-subcontracting section been completed?
- Is the form complete and signed by the subcontractor?

Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification

- Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
- Is the form complete and signed?



SCHEDULE 1 PROJECT CONTACT INFORMATION FORM

Bidder/Proposer Name

Project Name

Part I: Bidder Information

Contractor's Full Legal Name:		Are you Certified with the Office of Equal Opportunity? Check all that apply:	
		<input type="checkbox"/>	<input type="checkbox"/>
		CSB	MBE
		<input type="checkbox"/>	<input type="checkbox"/>
		FBE	
Contractor's Address:		Federal Tax ID Number (EIN):	
City:		State:	
Contractor's Principal Officer Name:		Phone Number:	
Contractor's Authorized OEO Representative Name:		Phone Number:	
Contractor's Email Address:			

Part II: Evaluation Summary

	Total Dollar Amount	% of Contract
CSB Participation:		
MBE Participation:		
FBE Participation:		

Signature: _____ Date: _____

Bidder/Proposer Representative

Title



SCHEDULE 2 SCHEDULE OF SUBCONTRACTOR PARTICIPATION

List ALL PROSPECTIVE SUBCONTRACTORS that will be participating on this contract. The Bidder or Proposer is responsible for verifying that each CSB, MBE and FBE Subcontractor listed is certified to perform the particular type of work they are expected to perform on the contract. If you need additional space, please attach additional pages as necessary.

Bidder/Proposer Name					Project Name				
Subcontractor	C S B	M B E	F B E	O t h e r	Address	Fed Tax ID # (EIN)	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS
									\$
									\$
									\$
									\$
									\$
									\$
									\$

The prime contractor may not substitute subcontractors between the submission of bids and award of the contract. After the contract is awarded, the prime contractor may not substitute or shift subcontractors without written approval of the Director of OEO. When there are CSB, MBE and/or FBE goals established in the bid specifications, subcontractor substitutions must preserve the original bid MBE or FBE participation percentage, unless the Director waives the requirement. The undersigned agrees that if awarded a contract, it will enter into a written agreement with each subcontractor listed above. If the total contract amount increases, the contractor shall use its best efforts to preserve the original CSB, MBE and/or FBE participation percentages for that increased amount.

Signature: _____ Date: _____
Bidder/Proposer Representative

Title



SCHEDULE 3 STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

To: _____
Bidder/Proposer Name
Project Name

- | | |
|--|--|
| <input type="checkbox"/> CSB
<input type="checkbox"/> MBE
<input type="checkbox"/> FBE | Have you been notified by the Office of Equal Opportunity that you have met the annual subcontracting participation maximum for this calendar year?
<input type="checkbox"/> Yes
<input type="checkbox"/> No |
|--|--|

The undersigned prospective subcontractor intends to perform work or furnish supplies/materials in connection with the contract as a (check all that apply):

- Individual
- Corporation organized and existing under the laws of the State of _____,
- Proprietorship,
- Partnership, or
- Joint Venture consisting of _____.

The CSB, MBE or FBE status of the undersigned contractor is confirmed in the Office of Equal Opportunity's registry of certified CSBs, MBEs and FBEs. The contractor is prepared to perform the following work items or parts thereof for the above contract.

Part 1: SPEC ITEM #s	Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS	Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS
		\$

RE-SUBCONTRACTING

1. The undersigned prospective subcontractor will re-subcontract work on this contract:
- Yes (If Yes, fill out Sections A, and B)
 - No

- A. _____
 Name of Re-Subcontracted Company
- Majority-Owned Business
 - CSB
 - MBE
 - FBE

- B. Description work or Supplies/Materials: _____ Dollar Amount: \$ _____

The undersigned prospective subcontractor will enter into a written agreement with the Bidder or Proposer for the above work items after the award, but prior to the execution of the contract with the City of Cleveland.

 Prospective Subcontractor Name

 Authorized Representative:

 Title:

 Signature:

 Date:



SCHEDULE 4 CSB/MBE/FBE SUBCONTRACTOR UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Bidder/Proposer Name

Project Name

Note: Prime contractors are expected to use good faith efforts in utilizing CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the prescribed CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in finding and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

Section A:

Please check one of the following:

- 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.
- 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

If Box 1 is checked, no further documentation is necessary. Where Box 2 is checked, the Prime Contractor must provide a detailed explanation in Section B.

Section B:

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor **did not meet** the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

- 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. **Please use the unavailability letter codes found on the following page.**

CONTACTED CONTRACTOR	PROPOSED WORK/SUPPLIES	REASON FOR UNAVAILABILITY	DATE OF CONTACT	DATE RESPONSE RECEIVED
1.				
2.				
3.				
4.				
5.				

- 2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a **detailed explanation** of the nature of the work and the reasons that additional subcontracting is not possible **on a separate, attached page.**

Signature: _____ Date: _____
Bidder/Proposer Representative

Title



SCHEDULE 4 CSB/MBE/FBE SUBCONTRACTOR UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

REASONS FOR MBE/FBE SUBCONTRACTOR UNAVAILABILITY

Instructions:

You may insert in Schedule 4, under the column *Reasons for Unavailability*, all letters identifying the reason why each prospective subcontractor listed on Schedule 4 was unable to prepare a bid or unavailable to participate on the City contract for which you are bidding.

Example Reasons for Unavailability

- A. Subcontractor did not respond to the Bidder's request for a quotation.
- B. Subcontractor responded to the Bidder's request but not as to the type of work or supplies for which requested.
- C. Subcontractor does not perform the specific work or furnish the specific supplies the Bidder requested, as part of the type(s) of work or supplies for which OEO has certified it as a CSB/MBE/FBE.
- D. Subcontractor is unavailable because its workforce is or will be fully employed on other work during time of contract performance.
- E. Subcontractor stated it had insufficient time or information on which to prepare a bid.
- F. Subcontractor's bid price(s) were too high to be competitive (Explain in detail).
- G. Other. (Explain in detail)

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.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

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 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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. 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 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 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.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
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 ⁴
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

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

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

³ You must show your individual name 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.

⁴ 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.

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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

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 2013
(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 2013 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, 2011 and December 31, 2012 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, 2011 and December 31, 2012 that totaled in excess of \$1,000.00.

SECTION III. TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.

_____ NON-PROFIT CORPORATION _____ FOR-PROFIT CORPORATION
_____ BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a "principal" means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) 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 2013 unless Council makes a direct award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

- _____ (A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2011 and December 31, 2012.
- _____ (B) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2011 and December 31, 2012 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- _____ (C) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2011 and December 31, 2012 that totaled in excess of \$1,000.00 individual.
- _____ (D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.

SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name _____ Print Title _____
 Signature _____ Date _____
 Telephone No. _____
 (Area Code)

STATE OF _____)
) SS:
 COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above-named _____, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of _____, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public _____
 Date _____

FOR MAYOR'S OFFICE USE ONLY

_____ ELIGIBLE _____
 _____ INELIGIBLE _____
 DATE _____

**SUPPLEMENTAL
NOTICE TO BIDDERS**

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.

APPENDIX E: Ordinance No. 856-08

AUTHORIZING ORDINANCE AS PUBLISHED IN THE CITY RECORD

Ord. No. 856-08.

By Council Members Cleveland and Sweeney (by departmental request). An emergency ordinance to amend Section 181.102 of the Codified Ordinances of Cleveland, Ohio, 1976, as amended by Ordinance No. 3-08, passed January 28, 2008, relating to authorization to purchase software licenses, updates, upgrades, enhancements, training, technical support, maintenance, and repairs.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

Section 1. That Section 181.102 of the Codified Ordinances of Cleveland, Ohio, 1976, as amended by Ordinance No. 3-08, passed January 28, 2008, is amended to read as follows:

Section 181.102 Authorization to Purchase Software Licenses, Updates, Upgrades, Enhancements, Training, Technical Support, Maintenance, and Repairs

(a) When a director has been authorized by ordinance to acquire software, the director of the department for which the software was acquired or the Director of Finance is authorized to enter into one or more standard purchase or requirement contracts duly let to the lowest and best bidder as provided in Section 181.10, for software licenses, updates, upgrades, enhancements, training, technical support, maintenance, and repair necessary to implement or maintain the software.

(b) When a director has been authorized by ordinance to acquire software, the director of the department for which the

software was acquired or the Director of Finance is authorized to acquire by contract or contracts with one or more software developers or vendors or one or more firms of software developers or vendors, software licenses, updates, upgrades, enhancements, training, technical support, maintenance, and repair necessary to implement or maintain the authorized software. The selection of the software developers or vendors shall be made by the Board of Control on the nomination of the director of the department for which the software was acquired or the Director of Finance from lists of qualified software developers or vendors available for employment as may be determined after a full and complete canvass by the director of the department for which the software was acquired or the Director of Finance for the purpose of compiling the lists.

(c) When a director has been authorized by ordinance to acquire a software system, the director of the department for which the system was acquired or the Director of Finance is authorized to execute one or more license agreements for software needed to implement or maintain the system directly with the firm or firms licensing the software.

(d) When a director has been authorized to contract with a software developer or vendor, whether specified in an authorizing ordinance or by Board of Control resolution, to acquire software, the director of the department for which the software is acquired or the Director of Finance is authorized to enter into one or more contracts with the software developer or vendor for professional services necessary to perform as-needed services to implement or maintain the software, including but not limited to,

integration, implementation, migration, installation, design, interfacing, maintenance, repair, upgrades, enhancements, training, training registration, testing, and technical support.

(e) The Board of Control shall fix the compensation to be paid for the services authorized under this ordinance which shall be paid from the annual appropriation made for such purpose. The contract or contracts shall be prepared by the Director of Law, approved by the director of the department for which the purchase is made or the Director of Finance, and certified by the Director of Finance.

(f) Nothing in this section shall be construed to authorize the acquisition of new software or any professional services that, in the judgment of the Director of Finance, would significantly expand or

modify the performance characteristics of the originally authorized software beyond the function or purpose capabilities identified in the ordinance authorizing the initial acquisition.

Section 2. That existing Section 181.102 of the Codified Ordinances of Cleveland, Ohio, 1976, as amended by Ordinance No. 3-08, passed January 28, 2008, is repealed.

Section 3. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law. Passed June 9, 2008.
Effective June 16, 2008.