



City of Cleveland

Frank G. Jackson, Mayor

Department of Public Utilities
Division of Water
1201 Lakeside Avenue
Cleveland, Ohio 44114-1175
(216) 664-2444
www.clevelandwater.com



July 27, 2012

Dear Invited Proposer:

The Department of Public Utilities, Division of Water (CWD) is soliciting proposals from qualified firms interested in providing backflow program management services for the Backflow Data Management Program.

These services are needed to assist CWD staff. The proposed project requires backflow data management services such as database design, the processing of test and maintenance forms via a secured website, collecting processing fees for CWD, mailing notices and second notices to our customers with backflow devices, and preparing reports to be used to communicate our program management to the Ohio EPA.

A pre-proposal conference will be held at 1201 Lakeside Ave, Cleveland Ohio 44114 on Tuesday, August 7, 2012 at 10:00 AM, EDT. 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 your proposal to CWD no later than 12:00 noon, EDT., on Wednesday, August 22, 2012, 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 appropriately on the outside.

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

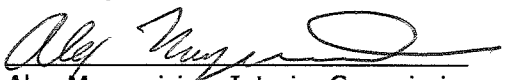
Sealed proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: Backflow Data Management Program.

Veronica Minter, CWD
1201 Lakeside Avenue
Cleveland, Ohio 44114

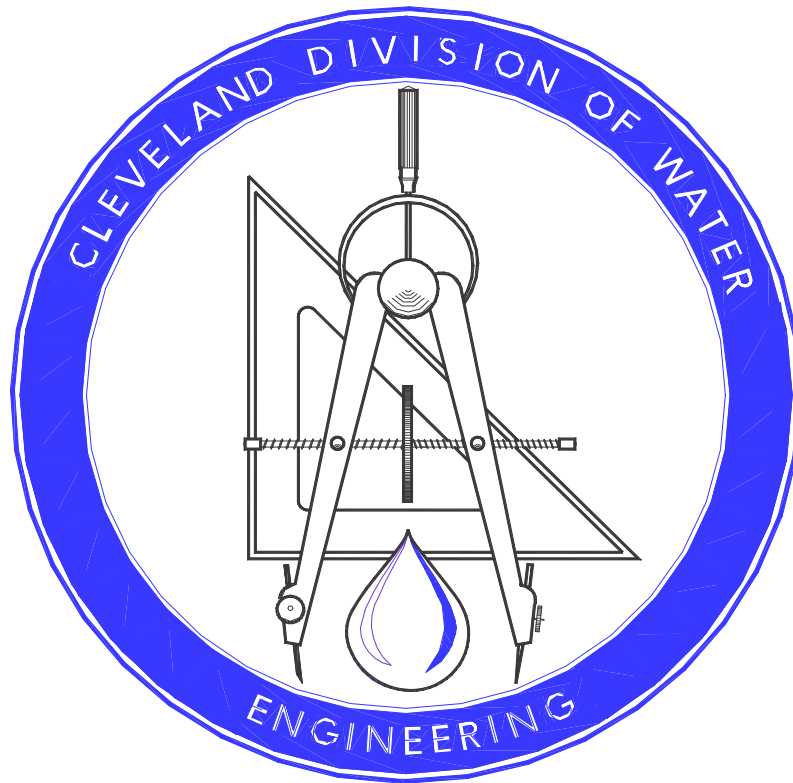
The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the services desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his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

Should you have any questions regarding this request, please contact Veronica Minter at 216-664-2444 Ext. 5535, or veronica_minter@clevelandwater.com.

Sincerely,


Alex Margevicius, Interim Commissioner
Division of Water

CITY OF CLEVELAND
DEPARTMENT OF PUBLIC UTILITIES
DIVISION OF WATER



REQUEST FOR PROPOSAL
BACKFLOW DATA MANAGEMENT PROGRAM
JULY 2012

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Introduction and Background

The City of Cleveland (City), Division of Water (CWD), through the Director of Public Utilities (Director), is soliciting Requests for Proposal (RFP) from qualified proposers interested in providing professional services for the administration of a backflow data management program.

This RFP is for the administration and implementation of a backflow prevention device tracking and management system, which will incorporate a function allowing licensed plumbing contractors to submit backflow test results via a secure internet website.

CWD plans to award a two (2) year contract, with five (5) one year options to renew, for the administration of a backflow data management program. The option years will be exercisable at the discretion of the Director. The estimated value of the contract, if all seven years are executed, would be approximately \$3,500.00.

Each proposer shall submit ten (10) complete proposals, consisting of an original and nine (9) complete duplicates, in three ring binders, and an electronic copy on CD-ROM, to the City no later than the date shown in Appendix A, Key Dates. No proposals will be accepted after that time unless the City extends the deadline by a written addendum.

Technical proposals are limited to fifty (50) pages, single-sided. Fee proposals will not be considered part of the page limit. If tab dividers are used in the proposal, they will not be considered part of the page limit as long as they contain no pertinent information.

The following items may be mailed or delivered to the address below and must be clearly identified on the outside of the envelope(s) as:

- Backflow Data Management Program – Technical Proposal
- Backflow Data Management Program – Fee Proposal

City of Cleveland, Division of Water
Attn: Veronica Minter
1201 Lakeside Avenue
Cleveland, Ohio 44114

Be sure to place the technical proposal in one sealed envelope and the fee proposal in a separate sealed envelope. Furthermore, all required City forms should be placed in the fee proposal envelope, and not the technical proposal envelope.

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.

Scope of Services

A. Scope of work:

CWD is seeking an experienced, backflow management firm to administer a backflow prevention device tracking and management program. It is CWD's intention for this system to be automated and feature an online component, which allows for backflow test results to be submitted online.

Two fees shall be collected by the proposed consultant:

- A fee charged by the proposed firm for the processing of the test that the firm will keep.
- A fee charged by CWD to offset CWD's backflow prevention program administration related expenses.

Both fees have been codified in City Ordinance 535.06i. The CWD fee would be collected by the proposed consultant and transferred to CWD on a quarterly basis.

The procurement of the management program would consist of 2 phases; development and implementation

- i. The development phase of the program will consist of establishing a working database of all known CWD backflow prevention devices.
- ii. The implementation phase of the program shall begin immediately following the development phase. It is the intention of CWD for the implementation phase to be an ongoing process and will consist of annual backflow assembly tracking and management.

B. Development

At present, CWD estimates that there are approximately 25,000 known backflow assemblies in the current program. Based on additional test reports within CWD's possession, there are another estimated 1500 backflow assemblies that are not currently in the program.

The proposed consultant shall construct a working database of all known backflow assemblies within CWD's service area. Data on all known backflow assemblies within said service area will be initially garnered from CWD's current electronic records, plus any additional data requested by CWD. Provisions are to be taken to add data fields for data CWD would like to collect in the future. It is anticipated that some new data fields such as the tester's e-mail address may be collected during the implementation phase, but provisions for such are to be considered during the development phase. The proposed consultant will also extract backflow assembly data from any hard copies of backflow assembly test records within CWD's possession. The database shall include all the existing database fields and records, as well as the CWD water service connection numbers associated with a specific backflow device, which are to be cross-referenced with our billing system data. The proposed consultant shall take reasonable steps to clean and prepare the data. The consultant shall provide CWD with complete program documentation including a complete data dictionary, schema drawing, and entity relationship.

At the conclusion of the development phase (prior to the implementation phase) the proposed consultant shall place the program's source code software into escrow with a firm that provides such escrowing service. The proposed consultant shall send any software updates, upgrades, or patches to the escrowing firm. Should the proposed consultant go out of business with no successor company, the escrow firm shall turn over the source code to CWD.

It is anticipated that the proposed consultant will need to make trips to Cleveland during the development phase. Travel fees shall not be invoiced separately and are to be included in the fee proposal.

It will also be anticipated that all training for CWD users will be conducted by the proposed consultant. The proposed consultant shall conduct a campaign, in conjunction with CWD, to communicate all program changes to Cleveland area Plumbers, including an explanation of how to use the online test submission website.

C. Implementation

The implementation phase of this program is primarily focused on the tracking and management portion of a backflow program. Cross-connection control inspections and surveys will be handled by CWD staff. The proposer shall provide a proposal that includes provisions for the following services:

- Production and issuance of annual test due notifications

- Production and issuance of second notices of annual test due notifications for non-responsive customers
- A final statement of non-compliance
- Periodic status reports to the City
- Validation of backflow assembly test results
- Validation of backflow assembly plumbing contractor credentials
- Validation of backflow assembly tester credentials
- Validation of test kit calibration certificates
- Online test result submittal
- Customer service for owners, testers, contractors/plumbers and CWD

i. Production and issuance of annual test due notifications

- a. The proposed consultant shall provide notifications to CWD's customers possessing backflow assemblies of their annual backflow test requirements. Upon approval by the customer, the proposed consultant shall also notify the customer's tester of record in the following year's notification and all subsequent notification until such a time that the customer requests to stop this practice. Said notifications must be issued to CWD customers via U.S. Mail.
- b. Notifications shall include both customer and backflow assembly information, including when the backflow assembly is due for annual certification.
- c. The proposed consultant is also responsible for notifying CWD via a separate notification, when a water customer becomes non-compliant for annual testing.

ii. Periodic status reports to CWD

The proposed consultant shall provide monthly reports to CWD including but not limited to:

- Non-compliant customer reports for the purposes of shut-offs
- Percentage of testing completed each month with percentages of tests completed per tests requested
- Tester and contractor certification
- Ad-hoc queries and reports capabilities (ongoing, not periodic)
- Full electronic data dumps of the normalized data including all records and fields.

iii. Validation of backflow assembly test results

It is the proposed consultant's responsibility to analyze the submitted backflow test results and determine it to be either a passing or failing test. It is also the proposed consultant's obligation to determine if the test submittal has been performed by certified testers based upon current State of Ohio or Local testing standards and compliance with State plumbing contractor/tester certifications. The proposed consultant must also notify both the licensed plumbing contractor and CWD upon receipt of a failing test.

iv. Validation of backflow assembly plumbing contractor credentials

It is the proposed consultant's responsibility to validate the credentials of those submitting backflow assembly test reports to CWD. The proposed consultant must ensure that all backflow assembly tests performed within CWD's service area are done so by properly licensed and certified plumbing contractor companies, which includes the verification of adherence to both State and Local regulations.

v. Validation of backflow assembly tester credentials

It is the proposed consultant's responsibility to validate the credentials of those individuals performing backflow assembly tests as employees of licensed plumbing contractor companies. The proposed consultant must verify that each backflow assembly tester performing backflow assembly testing within CWD's service area has a current license.

vi. Validation of test kit calibration certificates

Backflow assembly tests are conducted using a test kit that per manufacturer specifications must be calibrated annually to ensure accurate readings. It is the proposed consultant's responsibility to verify that all testers are using a test kit that has been calibrated within the last 12 months.

vii. Online test result submittal

The City is actively working to adopt programs and practices that are environmentally sound. Part of this process is to develop and implement programs that significantly reduce unwarranted paper excess.

As such, the City is requiring that the proposed consultant provide a method for annual backflow assembly test results to be submitted online. Security measures must be instituted which will restrict unlimited access to CWD's backflow assembly database. Specifically, measures must be present to allow a licensed plumbing contractor to access only individual customer records for whom they have performed a current backflow assembly test and not allow them the

opportunity to view all CWD customer backflow assembly records, protecting both proprietary information and overall water supply security.

viii. Customer Service

The proposed consultant must be able to competently answer technical questions pertaining to backflow and cross-connections, and will provide the customer service component of this data management program. This will include answering phone calls and questions, from both water customers and licensed plumbing contractors. A toll-free number is to be provided during the business hours (8:00 am to 5:00 pm Eastern Time). It will be the responsibility of the proposed consultant, in conjunction with CWD, to notify all current CWD customers with known backflow devices of this new program by U.S. Mail and by referencing on-line information which will be maintained by the proposed consultant. A link will be provided by the proposed consultant, which will be placed on the CWD backflow page of its web site. The current content of CWD's backflow program on www.clevelandwater.com shall be assessed to eliminate any inconsistencies with the new backflow program as defined within this RFP.

- D. Ratings for technical proposals will be based on an assessment of the proposer's knowledge and understanding of the development, implementation and management of a municipal backflow/cross-connection control tracking and management system. Proposers should provide a narrative outlining how they will accomplish the objectives laid out in the RFP. Narratives will be evaluated based on completeness and reasonableness with regard to the specifications in this RFP, the proposed methodologies, and the identification of the proposer's software used to track backflow assemblies.
- E. The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

Project Schedule and Deliverables

The schedule and deliverables required under this contract will be agreed to by the City and the proposed consultant. Proposers shall include with their proposal a list of deliverables, along with a schedule for providing each.

Unless otherwise expressly provided, the term of the agreement shall begin upon Notice to Proceed and, unless extended by City or unless sooner canceled or terminated under the provisions of the agreement, shall expire when all required deliverables have been

submitted to and approved by the Director, and all other services have been satisfactorily performed and accepted by the Director.

Duration of Contract

CWD plans to award a two (2) year contract, with five (5) one year options to renew, for the administration of a backflow data management program. The option years will be exercisable at the discretion of the Director.

Proposal Requirements

A. Submission of Proposal

Each proposer shall submit its proposal(s) in the number, form, and manner, and by the date and time, as in Appendix A, and at the location required in the section, Introduction and Background 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 Proposal Contents, below. 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 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 Guy Singer, Cleveland Division of Water, 1201 Lakeside Avenue, Cleveland, Ohio 44114 by the date noted on the Appendix A. Requests for clarification or interpretation may be submitted via e-mail to guy_singer@clevelandwater.com

B. 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.

The requirements of the Cleveland Area Business Code will not apply to this RFP.

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 (e.g. 25% completion, 50% completion, 75% completion).

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

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

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

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

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

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

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

- d. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era

or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

- e. Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.

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

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.

C. **Anticipated Proposal Processing**

The City anticipates that it will - but neither promises, nor is it obligated to - process proposals received according to the schedule as defined in Appendix A.

D. **Interpretation**

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

Qualifications for Proposal

A. **Qualifications and Experience**

Municipal backflow/cross-connection control programs deal specifically with issues concerning the public health and water safety of all municipal water customers and as such, the managing and administering of any portion of a municipal backflow/cross-connection control system requires technical knowledge specific to the backflow/cross-connection control industry.

The proposer must provide a narrative describing the role of each key individual in their firm's organization that will be actively involved in the performance of the services requested herein.

The proposed consultant shall perform, as its primary service, the administration of a backflow data management program. Two areas regarding the experience of the proposer that will be evaluated are:

1. The total number of years that the proposer has in overall experience in backflow management and administration and
2. The total number of years that the proposer has in administering backflow/cross-connection control programs for municipal entities.

Weight will also be given to the quantity of staff and their respective years of experience that they have held, as they relate to the certificates, licenses and credentials listed below. This summary of experience and credentials shall be required in addition to employee resumes.

- Cross-Connection Control Device Inspector License
- University of Florida TREEO Cross-Connection Control Program Manager Certification or equivalent
- University of Florida or equivalent TREEO Cross-Connection Control Survey and Inspections Certification
- Experience as a Municipal Plumbing Inspector
- In-house Information Technology (I.T.) Staff

Given the overall technical requirements pertaining to backflow and cross-connection control programs, and their relation to the general safety of CWD's water supply, CWD will limit subcontracting for the administration of the data management portion of the City's program to 40%.

B. Software System/Application

Since the software system, its functionality and ease of use are also of great importance, in conducting its evaluation, CWD will require:

- A link to a demo version of the software system/application
- Snap shots of all key data entry screens of your software system/application
- CWD may require a presentation of the fully-functional system you intend to use in performing the required services.

C. References

Proposer's references will be evaluated and weighted heavily. In a tabular format, please provide a list of municipalities or water purveyors for whom the proposer has managed and administered a backflow/cross-connection control program, along with following information about each:

- Official name of municipality or water purveyor
- Contact names, titles, address, phone number and e-mail address
- Municipality/water purveyor website with links to backflow program material
- Number of backflow assemblies in their system
- Number of years they have been under contract with your firm

Contracts with-in Ohio will be weighted more heavily.

Ratings for this section will be based on the quantity and quality of references for similar projects listed in your proposal, the proposers overall qualifications and experience, specifically pertaining to the standards listed herein. Additional consideration will be given to proposers with substantial experience and outstanding performance on similar projects.

D. 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 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.

Proposal Contents

Each proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized so as to facilitate its evaluation. Technical proposals are limited to fifty (50) pages, singled-sided in a three ring binder. Tab dividers will not be considered part of the page limit as long as they contain no pertinent information. Fee proposals will not be considered part of the page limit.

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

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

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

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

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

- B. Executive Summary: The executive summary should provide a complete and concise summary of proposer's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The executive summary should briefly state why proposer is the best candidate for the engagement. The summary should be organized so it can serve as a stand-alone summary apart from the remainder of the proposal.

- C. Exceptions: Proposer shall itemize any exceptions it has to the RFP. If it has no exceptions to or deviations from any part of this RFP, it shall so state on an exceptions page. If no deviations or exceptions are identified, proposer understands that if the City accepts the proposer's proposal, it must comply with and conform to all of the requirements of the RFP.
- D. Qualifications: In the qualifications section, each proposer should state in detail its qualifications, and experience, and how its services are unique and best suited to meet the requirements and intent of this RFP. Proposer may include as much information as needed to differentiate its services from other proposers. At a minimum, please include the following:
- i. How proposer meets or exceeds qualifications.
 - ii. A description of the nature of the proposers experience in providing the service(s) and product(s) sought by this RFP and state the number of persons currently employed for such purpose.
 - iii. The name, location, and date of all proposer's agreements for like services that have been terminated, canceled, or suspended prior to completion of the engagement or expiration of the full term within the past five (5) years, and any judgment terminating, or any pending lawsuits or unresolved claims or disputes for damages or termination of such agreements within the past five (5) years; and
- E. Proposed Services:
- i. Proposer shall describe in detail how proposer's management and operating plan for delivery of the services for the engagement or project will achieve the intent and goal(s) of the RFP. In its response to this sub-section, proposer shall provide or describe:
 - a. An organizational chart specific for the proposed engagement or project;
 - b. Resumes of key personnel;
 - c. An operational plan describing in detail how proposer will achieve the intent and purpose(s) of the engagement or project;
 - d. Trouble shooting/follow-up protocols;
 - e. Project management tools to be used in implementation;
 - f. A description of the application's back end including but not limited to a data dictionary and an entity relationship diagram.
 - g. Project Schedule listing all activities including start, completion, milestones and key tasks and their associated dates and resources.
 - ii. Environmental Sustainability: Describe how the proposed services/project/solution incorporate environmental sustainability
-

- F. Fee Proposal: Proposer should submit its fee proposal for all its services in a separately sealed envelope clearly marked on the outside. Itemize the fee by project phase or other divisible unit completed, in dollars and percentage, or by deliverable. Proposer shall provide its best estimate of expenses including, but not limited to, travel and associated expenses. No qualification of the financial offer will be accepted. The fee proposal shall be a firm and final amount including the costs and expenses for all anticipated services.

Proposers should provide a proposed cost based on the tracking and management of the estimated number of backflow assemblies listed in the development section. This fee shall be an annual fee. Please note that price is only one factor for consideration of this project.

All fees shall be noted on the Fee Proposal, Appendix B.

- G. Financial Information: The proposer shall include the following financial information:

Balance sheet and income statement for the last two (2) fiscal years, prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the proposer. If a publicly held corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission (SEC) on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last 12 months. Owners of closely-held corporations must submit a personal financial statement, current to within twelve (12) months of the proposal date;

- H. Proposers Affidavit: Proposer shall submit with its fee proposal, an affidavit stating that neither it nor its agents, nor any other party acting for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract proposed to result from its proposal, and further agreeing that no such money or reward will be paid.

- I. Required City Forms: Proposer shall complete, execute, and return with its fee proposal the following documents, blank copies of which are attached to this RFP:

- i. Federal Form W-9 including taxpayer identification number;
- ii. Non-Competitive Bid Contract Statement for Calendar Year 2012;

iii. Northern Ireland Fair Employment Practices Disclosure.

Proposal Evaluation; Selection Criteria

A. Evaluation Methodology: The following criteria will be used in the evaluation process to determine the successful consultant.

1. Services
2. Software System/Application
3. Qualifications and Experience
4. References
5. Fees

Proposals shall be evaluated in accordance with the above criteria, and may be deemed as either acceptable or unacceptable. Partial points may be given in each section based on averages of a committee review.

If called on for a demonstration, the proposer must at their expense, present said demonstration to ensure the application is fully-functional and in compliance with the scope of services presented herewith.

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

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

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have

colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

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

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

Appendix A

Key Dates

Key Dates

For the Backflow Data Management Program

- 07/27/2012 RFP Released
- 08/07/2012 Non-Mandatory Pre-Proposal Meeting
- 08/13/2012 Last Day for Questions
- 08/22/2012 Proposals Due

Appendix B

Fee Proposal

Backflow Data Management Program

Fee Proposal

The following items should fully define your fee proposal (you must use this sheet to provide your fee proposal):

In the table below, in the column headed as fee, state the proposed fee for years one and two, as well as your proposed annual fee for option years 1, 2, 3, 4, and 5, should CWD wish to exercise the option years. These fees shall define the cost to CWD to provide all development and implementation costs as defined in this RFP.

Term	Fee
Years One and Two Total	
Option 1 Total	
Option 2 Total	
Option 3 Total	
Option 4 Total	
Option 5 Total	

Appendix C

Project Reimbursables

City of Cleveland Project Reimbursables

Department of Public Utilities

Division of Water

Project: Backflow Data Management Program

Date: 7/27/2012

This project will allow (but not exceed):

Personal Allowances:

Class 2 Allowance 0 \$

Class 3 Allowance 0 \$

Class 4 Allowance 0 \$

Other:

of Project Vehicles Allowed 0

A Project Office Shall Be Disallowed

Allowed

Required

There are no reimbursables allowed on this project. All expenses must be included in the fee proposal.

Attachment D
Sample Agreement

SAMPLE AGREEMENT

Between

THE CITY OF CLEVELAND

And

THIS AGREEMENT for professional services is made this ____ day of _____, 20__, between the City of Cleveland ("City"), a municipal corporation of the State of Ohio, through its Director of Public Utilities ("Director"), pursuant to the authority of Ordinance No. __-_____, passed by the Council of the City of Cleveland on _____, 20__, and Resolution No. __-_____, adopted by the Board of Control of the City of Cleveland on _____, 20__, and _____, [address] _____, _____, Ohio _____ ("Consultant"), an [Ohio] Corporation, through its duly authorized officer.

RECITALS

1. The City desires to supplement the regularly employed staff of the several departments of the City in order to obtain professional services necessary and required for _____ Project (the "Project").
2. Consultant, in response to the City's Request for Proposals (Exhibit "A") dated _____ ("RFP") has submitted a proposal (Exhibit "B") dated _____, to furnish such professional services to the City ("Consultant's Proposal").
3. The City desires to hire and engage Consultant to supplement the staff of the several departments of the City and to furnish the services necessary, in accordance with the City's RFP, the Consultant's Proposal and the terms, conditions and provisions contained herein.

In consideration of the foregoing, the payments and the mutual agreements contained herein, the parties agree as follows:

SECTION I. DEFINITIONS

- A. "City" means the City of Cleveland.
- B. "Commissioner" means the City's Commissioner of the Division of Water and such other duly authorized representatives as the Commissioner may designate from time to time.
- C. "Director" means the Director of the City's Department of Public Utilities and such other duly authorized representatives as the Director may designate from

time to time.

- D. "Consultant" means _____.
- E. "Subconsultants" means (list of subconsultants)_____.
- F. "Project" means all services to be performed by Consultant under this Agreement.

SECTION II. SERVICES OF CONSULTANT

A. General

By execution of this Agreement, the City and Consultant agree to be bound by this Agreement, the City's RFP (Exhibit "A"), and the Consultant's Proposal (Exhibit "B"). Consultant further agrees to provide to the City all services necessary and required for the proper completion of the Project, including those identified or reasonably implied in the main body of this Agreement and Exhibits "A" and "B" that are attached to this Agreement and are made a part hereof as if fully rewritten herein, except as changed or modified by any provisions of this Agreement (See Section XVI, Paragraph G).

B. Scope of Work

Consultant shall perform all comprehensive professional consultant services necessary and required for _____ for the City's Division of Water, Department of Public Utilities hereinafter referred to as the ("Work"). Consultant shall perform all necessary, required and reasonably implied tasks described in Exhibit "A" and Exhibit "B." The Work shall not be considered to be completed until each task has been fully performed by Consultant and all deliverables have been delivered to and reviewed and approved by the City.

C. Term

Consultant shall not perform any Work hereunder until receipt of Notice to Proceed from the Director. The term of this Agreement shall begin upon commencement of performance hereunder and shall, unless extended by the City or unless sooner canceled or terminated pursuant to the provisions hereof, expire _____.

D. Schedule

The completion of the Work in a timely manner is essential. Consultant's Project Schedule is attached hereto as Exhibit "C." Consultant shall perform all Work and submit all deliverables required by this Agreement within the times stipulated in the Project Schedule.

SECTION III. ASSISTANCE OF THE CITY

The City shall assist Consultant to the extent possible as necessary during the term of this Agreement. The City shall provide access to and copies of all known documents related to the Project at no cost to Consultant. However, the City does not guarantee the accuracy of

any information contained in such documents, and Consultant shall make no claim against the City if the information contained in such documents shall be discovered to be incorrect or not in conformance with actual conditions.

SECTION IV. PAYMENTS

A. Amount

1. The City shall pay Consultant for the accomplishment of all Work required hereunder an amount not to exceed _____ Dollars and _____ Cents (\$_____).

2. The Work is divided into _____ (_____) tasks. The fees for each task shall be based upon actual audited hourly rates, and the total figure shown for each task is a not-to-exceed figure. Fees shall be based upon Consultant's direct reimbursable costs and on actual hours expended in completing the Work. Consultant shall not be compensated for any labor costs expended by Consultant in excess of the not-to-exceed figure to complete any given task. At the Director's discretion, the scope of any given task may be modified, in which case sums may be shifted from one task to another, but only with the prior written authorization of the Director. Completion of a given task for an amount less than the not-to-exceed figure shall not entitle Consultant to shift the remaining fee amount to another task.

The total compensation to Consultant, including not-to-exceed figures for each task and not-to-exceed reimbursable expenses allowance, shall not exceed the following:

[INSERT TABLE OF TASKS, LISTING NOT-TO-EXCEED FIGURES, WITH SUBTOTAL, AND TOTAL COMPENSATION AMOUNT, OR REFER TO PROJECT FEE TABLE, AND ATTACH AS AN EXHIBIT TO THE AGREEMENT.]

B. Labor Fees

1. Fee Exhibit: Attached hereto as Exhibit "D" is the Staffing and Fee Table. This exhibit includes the following information:

- a. Hourly Base Rates for each person or classification to be used on this Project, and
- b. The labor "Multipliers" for Consultant and for each Subconsultant, and
- c. For each Task, a summation, broken down to each person or classification, showing name, firm, hourly base rate, multiplier, number of hours, and total dollars.

2. Hourly Base Rates: The Hourly Base Rates, as shown in the Staffing and Fee Table exhibit, are based on actual audited hourly rates at the time Consultant submitted the Proposal. Changes in the Hourly Base Rates may be proposed and submitted in writing to the City. There shall be no increase in the Hourly Base Rate or multipliers without prior written approval of the Director.

3. Personnel Changes: No changes, substitutions, or replacements to personnel, their assignments or classifications shall be made without prior review and written approval by the City. The City expects no change to the staffing of the position of Program (Design) Manager at any time during this Project.

4. Compensation: Compensation shall be based on the actual labor expended on execution of the Program. The Consultant is required to obtain prior quarterly approval from the City for the level of effort and the personnel to be assigned to the Program, and the staff's hourly rates. In the event of a dispute between the Consultant and the City as to the staffing needs and personnel assigned for the upcoming quarter, the Consultant hereby agrees to accept the decision of the Commissioner as final.

C. Time of the Essence

1. All provisions of this Agreement relating to time of performance are of the essence of this Agreement. Therefore, Consultant shall perform all services required by this Agreement within the schedule for completion contained in the Project Schedule or any Amended Project Schedule as agreed to in writing by the City Project Manager.

2. Liquidated Damages: Notwithstanding anything to the contrary in this Agreement, including Article VIII, in the event Consultant fails to meet major milestones in the Project schedule for completion, it must pay the City at a rate of \$_____ . In the event of such delay or failure, the City shall notify Consultant in writing of any claim for liquidated damages. If Consultant has not corrected the delay and put the Project in compliance with the major milestones in the schedule for completion within ten (10) days receipt of the City's notice, the liquidated damages shall begin to accrue until compliance is reached. Further, liquidated damages shall not accrue if the delay or failure is excusable and not caused by Consultant. The City shall have the right to deduct any assessed liquidated damages from amounts otherwise due to Consultant.

D. Additional Services

If the Consultant performs additional services which are not required by this Agreement, the City shall not be obligated to pay for such services until the following conditions have been satisfied:

1. Submittal by Consultant to the Director of written notice prior to the initiation of such additional services, including an estimate of cost and schedule implications and a detailed description of such services;

2. Prior approval of the City's Board of Control of the modification of the within Agreement by the addition of such services and additional compensation, if any;

3. If the additional services increase the total compensation under this Agreement, certification of such additional cost by the City's Department of Finance;

4. A written modification to the within Agreement; and

5. Written notification to Consultant from the Director directing the Consultant to perform such additional services prior to commencement of the additional services.

E. Payment

1. The City shall pay the Consultant after submission to and review by the CWD and approval by the Director of a monthly verified invoice itemizing actual hours expended by the Consultant on each of the tasks, subtasks, and milestones set forth above, to the date of the invoice, less any prior payments. If the invoice is not acceptable, the City shall pay any portion of the invoice not questioned nor in dispute or will return the invoice to Consultant and inform Consultant as to the corrective actions necessary, if any, to qualify the remainder of the invoice for approval.

2. Payment shall be made for actual hours expended, times the approved hourly base rates, times the appropriate approved multipliers.

F. Invoices

Consultant shall submit a separate invoice each month. Each invoice shall be delivered to the City within thirty (30) calendar days after the month for which Consultant's services are being billed. Invoices shall be in a format approved by the City, and shall, at a minimum, include the following:

1. For each task, a list of all persons who worked on that task for that month, the hours expended, each person's approved Hourly Base Rate and multiplier, and the total dollar amount attributable to each person.

2. Signed and approved copies of Consultant's and its Subconsultants' current month's daily timesheets for each person working on the Project that month. Absence of daily timesheets will be sufficient reason for the City to withhold payment.

A report, with back-up documentation, of all payments received from the City and all payments made to Subconsultants. Prior to submitting the first invoice, Consultant shall prepare and submit to the City a monthly cash flow schedule for itself and for each Subconsultant based on planned work effort and expected time of performance.

4. Consultant shall prepare and submit a revised cash flow schedule on a quarterly basis to reflect actual and projected payments to itself and its Subconsultants.

5. Because approved modifications to the Agreement have an associated not-to-exceed value, each approved modification shall be separately itemized in the invoice to track expenditures against its approved value.

G. Acceptance

No approval given or payment made under this Agreement shall be conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made hereunder shall be construed to be an acceptance of deficient or unsatisfactory work.

SECTION V. CANCELLATION

This Agreement may be canceled by the City at any time for cause upon written notice to Consultant of such intent when either the progress or results achieved under this Agreement are unacceptable to the City.

If this Agreement is canceled by the City prior to completion, Consultant, within ten (10) days of such cancellation, shall submit a certified final progress report of the percentage of Work completed pursuant to Section IV, Payments, by the date of cancellation. The City shall pay Consultant for the Work completed as certified in this statement and as approved by the Director. Notwithstanding any other provision of this Agreement, including Exhibit "B", all records, documents, materials, equipment, and working papers prepared or purchased as part of the Work under this Agreement shall become and remain the property of the City, and upon any such cancellation, Consultant shall turn over to the City all records, documents, working papers, equipment, and other materials which would be necessary, in the judgment of the City, to maintain continuity in progress of the Work by another consultant.

SECTION VI. ASSIGNMENT PROHIBITED; SUBCONSULTANTS

Consultant may not assign, transfer, convey, sell or pledge its rights or interest in this Agreement or any part thereof, or any right or privilege created hereunder, nor shall any Subconsultant commence performance of any part of the services included in this Agreement, without first obtaining written consent of the City, as expressed by resolution of its Board of Control. Upon any attempt by Consultant to do otherwise, this Agreement shall immediately terminate. Subcontracting, if permitted, shall not relieve Consultant of any of its obligations under this Agreement.

Consultant shall be and remain solely responsible to the City for the acts or faults of any Subconsultant and of such Subconsultant's officers, agents and employees, each of whom for this purpose is deemed to be an agent or employee of Consultant to the extent of its subcontract. As a prior condition to approval of a Subconsultant, Consultant shall file a conformed copy of the applicable subcontract with the City.

SECTION VII. RIGHT TO INSPECT; RIGHT TO AUDIT BOOKS

Any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to inspect and examine the drawings, specifications and other contract documents at Consultant's office during the period of their preparation. Further, any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to audit, inspect and examine the Consultant's accounting books and financial records for the Project, including, but not limited to, records of hours expended, personnel utilized, payments of employee salaries and benefits, and records of payments made to Subconsultants.

SECTION VIII. INDEMNITY

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City, their officers, agents and employees against all losses, damages, expenses, suits, claims, demands, fines, penalties, awards, liabilities and costs, including reasonable attorneys fees, to

the extent that the liability, or the underlying harm causing the liability, is attributable to, may arise out of or be based upon, any negligent error or omission in any drawings or specifications, other documents or Consultant's negligent performance under this Agreement, including any damages or claims arising out of any breach of or failure to observe or to perform any covenants, agreements or warranties made by Consultant under this Agreement, including injury or death or damage to person or property; negligent or otherwise wrongful act, error or omission of Consultant, its principals, employees and subcontractors. At the City's option, Consultant shall defend or reimburse the City in any litigation and pay on behalf of the City all sums that the City shall become legally obligated to pay as a result of any litigation or claims incurred in connection therewith and satisfy and cause to be discharged such judgments that may be obtained against the City, its officers, agents, and employees to the extent of Consultant's indemnification obligations as set forth above.

Section VIII, Indemnity and Section IX, Insurance Requirement shall survive the completion of the Work to be performed hereunder and the termination of this Agreement.

SECTION IX. INSURANCE REQUIREMENT

Consultant and each of its Subconsultants shall, at their expense and at all times during the performance of services hereunder, maintain comprehensive general and professional liability insurance insuring themselves against the indemnification obligations undertaken in Article VIII, Indemnity above. Consultant shall require its Subconsultants to obtain insurance and shall be responsible for enforcement of its Subconsultant's obligation to obtain insurance to satisfy the requirements hereunder. The policies shall be with companies authorized to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent. The comprehensive general liability insurance policy shall: be occurrence type; name the City as an additional insured; have limits of not less than One Million Dollars (\$1,000,000.00) for any one incident; have a "per project" endorsement; and be primary with respect to Consultant's general liability, notwithstanding any other insurance covering the City. Consultant's insurance policy shall include valuable papers coverage in the amount of not less than One Hundred Thousand Dollars (\$100,000.00). The professional liability insurance shall have limits of not less than One Million Dollars (\$1,000,000.00) for any one incident, and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the Work.

A. Notice of Cancellation

In case there is any change to the Consultant's policy, Consultant shall notify the City, in writing, by certified mail to the Director of Law of the City of Cleveland, immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

B. Copy of Insurance Policy

Upon the request of the Director of Law of the City of Cleveland, Consultant shall forthwith provide the Director of Law an exact copy of the insurance policy or policies required herein.

C. Certificate of Insurance

Upon execution of this Agreement Consultant shall submit to the City a certificate(s) of insurance with respect to such policy or policies. Such certificate(s) shall contain the notification provision set forth in paragraph A. above. If the additional insured endorsement required above is not available at the Agreement execution date, Consultant shall submit to the City a notation of the endorsement together with either a Binder or an Advice of Insurance with respect to such endorsement. Consultant shall also provide a copy of the endorsement naming the City as an additional insured under Consultant's comprehensive general liability coverage. The endorsement shall be submitted no later than thirty (30) days after the execution date hereof.

D. Policy

The certificate(s), Binder or Advice required in paragraphs B and C above shall, as to form, coverage and carrier, be satisfactory to the Director of Law. If at any time, the coverage or carrier on any policy shall become unsatisfactory to the Director of Law, Consultant shall, forthwith, provide a new certificate meeting the requirements of the Director of Law.

E. No Limit of Liability

The limits of insurance specified above shall in no way constitute the upper limits of liability for which Consultant is responsible under Article VIII, Indemnity above.

SECTION X. STATE INDUSTRIAL COMPENSATION

Consultant shall be required at all times during the term of this Agreement to subscribe to and comply with the Workers Compensation laws of the State of Ohio and pay such premiums as may be required thereunder and to save the City harmless from any and all liability from or under said act. It shall also furnish, upon request by the City, a copy of the official certificate or receipt showing the payments referred to above.

SECTION XI. SOCIAL SECURITY ACT

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

SECTION XII. INTEREST OF CONSULTANT

Consultant covenants that its principals have made no contributions to the Mayor of the City which would cause Consultant to be ineligible for the award of an unbid contract under division (I) or (J) of Section 3517.13 of the Ohio Revised Code, and that it has executed and submitted to the City an affidavit to such effect.

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

SECTION XIII. DEFAULT AND REMEDIES

A. Default

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

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

B. Remedies

Upon the happening of any one or more of the events as set forth in paragraph A of this Section, or upon any other default or breach of this Agreement, the City may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

1. Without waiving such default to pay any sum required to be paid by Consultant to others than the City and which Consultant has failed to pay under the terms and conditions of this Agreement, Consultant shall repay to the City, on demand, any amount so paid by the City, with interest thereon at eight percent (8%) per annum from the date of such payment and all expenses connected therewith;
2. Enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms, provisions or conditions hereof;

3. Sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance or for damages for the nonperformance thereof, all without terminating this Agreement; and/or

4. Terminate this Agreement.

C. Rights and Remedies Not Exclusive

All rights and remedies granted to the City herein and any other rights and remedies which the City may have at law and/or in equity are hereby declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled.

SECTION XIV. NOTICE AND PAYMENTS

All notices which may be proper or necessary to be serviced and payment to be made hereunder shall be sent by regular mail, postage prepaid, to the following addressees or to such other address as either party may hereafter designate for such purpose.

To the City: Director of Public Utilities
 1201 Lakeside Avenue
 Cleveland, Ohio 44114

To Consultant:

SECTION XV. EQUAL OPPORTUNITY

This Agreement is a "contract", and Consultant is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term, Consultant shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.11 C.O., attached hereto as Exhibit "E" and made a part hereof. A copy of such Clause shall be made a part of every subcontract or agreement entered into for goods or services, and shall be binding on all persons, firms and corporations with whom Consultant may deal.

SECTION XVI. PERFORMANCE BOND

Consultant shall secure performance of this Agreement with a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. The City of Cleveland reserves the right to require a performance bond in various amounts or to modify the performance bond requirement whenever it is determined to be in the best interest of the City of Cleveland to do so.

The performance bond will not be released until all the provisions of the contract have been fulfilled.

SECTION XVII. MISCELLANEOUS

A. Consultant agrees that no representation or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein.

B. Nothing contained in this Agreement shall be deemed to constitute the City and Consultant as partners in a partnership or joint venture for any purpose whatsoever.

C. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender.

D. The headings of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or describe the scope or intent of any provision hereof.

E. In the event that any term(s) or provision(s) of this Agreement shall be held invalid, illegal or unenforceable, for any reason, by any court of competent jurisdiction, such invalidity, illegality or unenforceability should not affect any other term or provision hereof and this Agreement shall be interpreted and construed as if such term(s) or provision(s) had never been contained herein, to the extent the same has been held to be invalid, illegal or unenforceable.

F. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

G. In the event of a conflict between provisions among this Agreement and its exhibits, these documents shall be given priority in the following order: (1) the main body of this Agreement; (2) the exhibits to this Agreement other than the City's RFP and Consultant's Proposal; (3) the City's RFP; and (4) Consultant's Proposal.

The following documents attached hereto are hereby incorporated with and made a part of this Agreement:

1. Exhibit "A" - City's Request for Proposal
2. Exhibit "B" - Consultant's Proposal
3. Exhibit "C" - Project Schedule
4. Exhibit "D" - Staffing and Fee Table
5. Exhibit "E" - Equal Opportunity Clause
6. Ordinance No.
7. Board of Control Resolution

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

CITY OF CLEVELAND

By: _____
Director of Public Utilities

[CONSULTANT]

By: _____

Title: _____

Taxpayer Identification Number

The legal form and correctness of the within instrument are hereby approved.

Barbara Langhenry
Interim Director of Law

By: _____
Assistant Director of Law

Date: _____

Appendix E

Required City Forms

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 2012
(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 2012 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, 2010 and December 31, 2011 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, 2010 and December 31, 2011 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 2012 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, 2010 and December 31, 2011.
- _____ (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, 2010 and December 31, 2011 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, 2010 and December 31, 2011 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 F

Codified Ordinance 535.06i

§ 535.06 Fees and Charges

1. Backflow prevention testing fee - CWD processing fee

2011 - \$5, 2012 - \$6, 2013 - \$7, 2014 - \$8, 2015 - \$9

2. Backflow prevention testing fee - vendor processing fee

2011 - \$9.95, 2012 - \$9.95, 2013 - \$9.95, 2014 - \$9.95, 2015 - \$9.95

Appendix G

Codified Ordinance 181.08

Section 181.08 Purchases Not Exceeding \$50,000

All purchase or contracts involving an expenditure of not more than \$50,000 shall, whenever possible, be based on at least three bids and shall be awarded to the lowest and best bidder giving full consideration to the goals fixed under Chapter 187 of these Codified Ordinances. The Commissioner of Purchases and Supplies shall post a list of the requisitions requesting the purchases on a bulletin board open to public inspection for a period of not less than forty-eight hours prior to the time fixed for the taking of bids, and if no satisfactory bid is received under the posting, he shall solicit bids by direct mail or by telephone to prospective vendors. Anything in the foregoing notwithstanding, the Commissioner of Purchases and Supplies is authorized under Section 108(b) of the Charter to purchase supplies, services, materials and equipment through cooperative agreements involving an expenditure of not more than \$50,000 using state procedures and may sign all documents with the State of Ohio or any of its political subdivisions that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

(Ord. No. 1737-08. Passed 12-8-08, eff. 12-10-08)