



## City of Cleveland

Frank G. Jackson, Mayor

Department of Public Utilities  
1201 Lakeside Avenue  
Cleveland, Ohio 44114-1175  
(216) 664-2444

May 13, 2013

Dear Invited Proposer,

The City of Cleveland (City), Department of Public Utilities, through its Director of Public Utilities (Director), is soliciting proposals from qualified firms interested in providing Environmental, Health, Safety, Engineering, and other Services.

These services are needed to prepare for upcoming regulations and initiatives, and to supplement the skills of current staff, the Department recognizes the need to enter into professional service agreements to assist in fulfilling the Department's mission of providing superior service and quality products.

A pre-proposal conference will be held at the Carl B. Stokes Public Utilities Building, 1201 Lakeside Avenue, Cleveland, OH 44114 on May 22, 2013 @ 2:30 p.m., Eastern Time. At or before the conference, interested parties may submit or ask questions pertaining to the enclosed Request for Proposal (RFP) and the services desired. Proposers are encouraged to attend the conference although attendance is not mandatory.

If your firm is interested, please submit to the City no later than 4:00 p.m., Eastern Time, on June 7, 2013, an original and nine (9) complete duplicates of your technical proposal and your fee proposal, in hard copy and an electronic copy on CD-ROM. Submit the technical proposal and the fee proposal in separate sealed envelopes, marked appropriately on the outside and, if possible, enclosed in one package.

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

Sealed proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: Environmental Services Contract Proposal.

Simon Mastroianni  
Department of Public Utilities  
1201 Lakeside Avenue; 4<sup>th</sup> Floor  
Cleveland, Ohio 44114

If proposals are hand-delivered, proposals should be addressed as above and taken to the above address.

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

Should you have any questions regarding this solicitation please contact Simon Mastroianni at (216) 664-2444 ext. 5630.

Sincerely,

A handwritten signature in black ink that reads "Paul Bender". The signature is written in a cursive style and is enclosed within a faint, dotted rectangular border.

---

Paul Bender, Director  
Department of Public Utilities

**CITY OF CLEVELAND**

**Department of Public Utilities**



**Request for Proposal  
For  
Environmental, Health, Safety,  
Sustainability, Engineering, and other  
Services**

May 2013

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## **Introduction and Background**

The City of Cleveland (“City”), [owner and operator of the Cleveland Division of Water (CWD), Cleveland Public Power (CPP) and the Division of Water Pollution Control (WPC)], through its Director of Public Utilities (“Director”), is soliciting proposals from qualified firms interested in providing professional services to the Department of Public Utilities as follows:

- The Department’s Environmental, Safety, Health and Engineering Programs; and
- Environmental, Safety and other Regulatory Compliance

### **Background.**

The following is a general overview of the Department of Public Utilities: The Department provides water, electric, water pollution control, cable TV station and radio communication services to the City of Cleveland and beyond. For the purpose of this contract, the Department consists of three major divisions: CWD, CPP and WPC. CWD is a major regional utility, which supplies water to more than 1.3 million residents in Cuyahoga, Medina, Summit, Geauga, and Lake Counties. CWD services approximately 400,000 retail accounts in the City of Cleveland and nearly 70 suburbs. In addition, CWD sells water on a wholesale basis to five suburban communities on a continuous basis, and to five other communities on an emergency or temporary basis. CWD consists of four surface water treatment plants and nine service districts that cover an area of 640 square miles and includes 4,600 miles of water mains.

CWD is subject to the mandates of the Environmental Protection Agency (EPA), the Occupational Safety & Health Administration (OSHA) and Ohio’s Public Employers Risk Reduction Program (PERRP), and the State of Ohio. Regulations include the Safe Drinking Water Act (SDWA), the Enhanced Surface Water Treatment Rule, the Clean Water Act, the Clean Air Act, the Risk Management Rule, Resource Conservation and Recovery Act (RCRA), CERCLA, UST, DOT Regulations, OSHA construction and general industry safety standards, and other related regulations.

In business since 1906, CPP is the largest municipal power company in the State of Ohio and the 35th largest in the nation. Because it is a municipal electric company, operating only in the city of Cleveland, the customers are also the owners - the citizens of Cleveland. CPP is responsible for all electrical generation, transmission and distribution facilities owned by the City. The Division provides electricity to nearly 83,000 residential, commercial, industrial, and governmental customers. In addition, CPP provides service to nearly 44,500 streetlights in the City of Cleveland.

WPC is responsible for managing the network of sanitary sewage and stormwater drainage collection systems in Cleveland. The system is comprised of 1,200 miles of sewer lines with attendant catch basins and includes 18 pump stations. The sewer collection system transfers sanitary sewage and stormwater drainage from its point of origin to treatment facilities for processing and disposal. WPC’s mission is to provide for the free-flow of surface water by cleaning and maintaining a network of sewers and

sewer connections. WPC maintains, cleans, repairs and improves sewers and their appurtenances, including catch basins and relaying of sewer connections. WPC also is responsible for the cleaning and maintenance of a network of approximately 127,000 catch basins and adjoining laterals. Utilizing Divisional equipment and manpower, they service approximately 13,000 catch basins per year. WPC is also charged with the responsibility of managing and supervising matters relating to the elimination, control or regulation of pollution of water courses within the City limits.

A pre-proposal conference will be held the Carl B. Stokes Public Utilities Building, 1201 Lakeside Avenue, Cleveland, OH 44114 on May 22, 2013 @ 2:30 p.m., Eastern Time. At or before the conference, interested parties may submit or ask questions pertaining to this RFP and the services desired.

Prospective proposers are encouraged to attend the conference although attendance is not mandatory.

Each firm shall submit ten (10) complete proposals, consisting of an original and nine (9) complete duplicates, and an electronic copy on CD-ROM, to the City no later than 4:00 p.m., Eastern Time, on Friday June 7, 2013. **No proposals will be accepted after that time unless the City extends the deadline by a written addendum.**

Separate, sealed technical and fee proposals may be mailed or delivered to the address below and must be clearly identified on the outside of the envelope(s) as: Environmental Services Contract Proposal, City of Cleveland:

Simon Mastroianni  
Department of Public Utilities  
1201 Lakeside Avenue; 4<sup>th</sup> Floor  
Cleveland, Ohio 44114

If hand-delivered, proposals should be addressed as above and delivered to Simon Mastroianni, located at the above address.

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**

### **General.**

The Department of Public Utilities is seeking professional environmental, health, safety and engineering services for CWD, CPP and WPC as set forth in more detail below in the Description of Services. The scope of this RFP encompasses all potentially needed tasks associated with the development and implementation of environmental, safety, health and engineering programs within the Department of Public Utilities.

### **Specific Services**

A. Employee health and safety services, environmental permit assistance, forensic investigations, structural analyses, geotechnical services, industrial hygiene services, materials testing and analysis, energy audits, inspection (and cleaning) of sanitary sewers, hazard and risk assessments, green and sustainable design services, alternative stormwater management services, environmental and health sampling and analysis, water treatment residuals analysis, miscellaneous engineering consulting services and any other services deemed necessary.

- i. Pre-design assessments, materials testing and inspection during the construction phase of public improvement projects, contaminants identification, hazard and risk assessments, job hazard analysis, industrial hygiene sampling, health and safety training, air and water discharge permitting services, subsurface investigations, sustainability-related projects including energy audits, water quality testing and analysis, forensic investigations of water main failures, asbestos, lead paint and mold sampling and analysis, materials applications evaluations and structural analyses (for example, reservoir walls, tanks, towers, and roofs), water treatment residuals analysis, abatement, specification preparation, miscellaneous engineering consultation projects, specialized laboratory analysis, water quality data review and analysis, environmental permit application and/or renewal assistance, analysis of environmental or health and safety regulations and interpretation, engineering plan review, water quality planning, project monitoring, inspection, preparation of reports and responses to/for regulatory agencies, specialized technical assistance, sewer inspection and videotaping, project design services, field services, interpretation of environmental, health and/or safety impacts on Department operations and any other services deemed necessary.

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

A.

### **Consulting Services**

Regulatory Compliance Evaluations and Technical Assistance  
Environmental Studies

Phase I Environmental Assessments  
Phase II Environmental Assessments  
Wetland Studies  
Title V Permit Compliance Assistance  
Storm Water Discharge Analysis

Preparation of Regulatory Permits

Asbestos and Mold Abatement Design  
Comprehensive Industrial Hygiene and Safety Services  
Job Hazard Analysis  
Health and Safety Report Writing  
Technical Advice  
Procedure Development  
Training Class Development, Presentation and Support Material  
Program Design and Review

Facilities Design Assistance and Support

Sustainability Services

Energy Audits  
Alternative Power Assessments  
Alternative Stormwater Management Design  
LEED Design Expertise

Safe Drinking Water Act Compliance Assistance

General Engineering Services

### **Field Services**

Soils Investigation (Soil Borings and Drilling)

Construction/Engineering Quality Control

Job Site Inspection and Testing  
Concrete Core Drilling  
Roofing Services  
Storm Water Services

Audio/Video Recording Services

Surveying, Drafting (CAD), 3-D drawings

Utility Designating and Locating Services

Environmental, Health & Safety Services

Asbestos and Mold Assessments  
Sample Collection  
Asbestos and Mold Abatement  
Noise Assessments  
Equipment Specific Lockout Procedures  
Flash Hazard Analysis

TV Inspections

Industrial Hygiene and Safety Services  
Health & Safety Audits  
Personal Exposure Assessments  
Ventilation Survey  
Indoor Air Quality Assessment

**Laboratory Services**

Analysis of Water and Filter Media

Analysis and Management of Water Treatment Residuals

Soil Investigations (plasticity, grain size, bearing capacity, etc.)

Construction/Engineering Quality Control (analysis of concrete, soils, asphalt, metal/welds, structural integrity, roofing materials, etc.)

Environmental (air, water, soil, etc.)

Asbestos

Mold

Lead

Metals

Hydrocarbons

Priority Pollutants

VOCs

SVOCs

PCBs

BOD

COD

TOC

TCLP Metals, Volatile, BNA's, Herbicides, Pesticides, etc.

Health & Safety\*

Gases/Vapors (inorganic/organic)

Particulates (Dust)

Fumes, Mists, Aerosols

Biological

Radioactive

Drinking Water\*\*

Inorganics

Organics

Biologicals

Residuals

Water Analysis (turbidity, TTHM4, HAA5, TDS, BOD, Temperature, etc.)

Solids Analysis (TCLP: SVOCs, TCLP: VOCs, TCLP: Metals, TCLP: Herbicides, Phosphate, Sulfate, etc.)

Any other items deemed necessary.

\* All analyses must be done by laboratories participating in AIHA's, EMPAT and IHLAP certification programs.

\*\* All analyses must be done by laboratories that possess an Ohio EPA Drinking Water analysis certificate.

B. The City reserves the right to add related services as needed.

C. Unless otherwise expressly provided, the term of the Agreement shall begin upon its date of execution and, unless extended by City or unless sooner canceled or terminated under the provisions of the Agreement, shall expire when all required deliverables have been submitted to and approved by the Director and all other Services have been satisfactorily performed and accepted by the Director.

## **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 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 the section, Proposal Contents. The proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.
- ii. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non re-usable materials. Materials should be in a format permitting easy removal and recycling of paper. A proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper

clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.

- i. 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 via e-mail to Simon\_Mastroianni@ClevelandWater.com no later than May 21, 2013.

## 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.

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

- |  |              |
|--|--------------|
| i. Issue Request for Proposals         | May 13, 2013 |
| ii. Pre-proposal Conference            | May 22, 2013 |
| iii. Deadline for Submitting Questions | May 29, 2013 |
| iv. Deadline for Submitting Proposal   | June 7, 2013 |

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.

### **Qualification for Proposal**

- A. Each Proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a proposal. If Proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Proposer must:
- i. Provide evidence that it has a minimum of five (5) continuous years of experience leading up to the proposal response to this RFP of providing and implementing environmental, health, safety and engineering services relating to the required services and deliverables described in this RFP.
  - ii. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
  - iii. Possess or demonstrate it qualifies for all applicable licenses, certificates, permits, or other authorizations required by any governmental authority, including the City, having jurisdiction over the operations of the Successful Proposer and the proposed services.
- B. **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 \$200,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.
  - 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 of the consultant's ability to perform environmental, health, safety and engineering services. There is a limit of fifty (50) pages per technical proposal.

- 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 and/or products are unique and best suited to meet the requirements and intent of this RFP. Proposer may include as much information as needed to differentiate its services and product(s) from other Proposers. At a minimum, please include, the following:

- i. How Proposer meets or exceeds the qualifications;
- ii. A description of the nature of the firm’s experience in providing the service(s) and/or product(s) sought by this RFP and state the number of persons currently employed for such purpose;
- iii. The total number of such engagements and the clients comparable to the City for which the firm has provided like or similar services within the last five (5) years; and
- iv. The names and addresses of at least three (3) references for the firm’s professional capabilities and at least three (3) written, verifiable, references dated within the last six months from clients for which the Proposer has rendered services substantially similar to those sought by this RFP, and recommending Proposer for selection for such services. Each reference shall include the name, e-mail address, and telephone number of a contact person.

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 management personnel;
  - c. Trouble shooting/follow-up protocols;
  - d. At least three (3) examples of work performed at similarly sized utilities.
- 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.

**G. Financial Information:** The Proposer shall include the following financial information:

Any financial information required will be requested only from any Proposer that is “short-listed”.

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

**I. Additional Required Documents:** Proposer shall complete, execute, and return with its proposal the following documents, blank copies of which are attached to this RFP:

- i. The Office of Equal Opportunity *Notice to Bidders and Schedules*;
- ii. Federal *Form W-9* including Taxpayer Identification Number;
- iii. *Non-Competitive Bid Contract Statement for Calendar Year 2013*
- iv. *Northern Ireland Fair Labor Practices Affidavit*

## **Proposal Evaluation; Selection Criteria**

**A. Evaluation Methodology.** The City department/division issuing this RFP will evaluate each proposal submitted. The department will present its recommendations to the City Board of Control (“Board”). The Board may, but shall not be obligated to, entertain formal presentations. The Board may approve one or more contracts to one or more firms. The City will only consider proposals that are received on or before the proposal submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a “best and final offer” from Proposers meeting the minimum requirements.

**B. Scoring of Proposals.** The City will score each Proposal in each of the following categories:

- i. Experience and Staff
- ii. Proposed Services
- iii. Fees
- iv. CSB Participation

The ratings are not intended or to be interpreted as a reflection of a Proposer's professional abilities. Instead, they reflect the City's best attempt to quantify each Proposer's ability to provide the services sought by the City and to meet the specific requirements of this RFP, for comparison purposes.

**C. 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.

Item	Description	Unit	Rate	Multiplier	Effective Rate	Estimated Hours	Total*	Holiday Rate	Emergency Rate														
<b>Category 1 – Overall Contract Management</b>																							
1.1	Contract Manager	Hour				150																	
1.2	Clerical Support	Hour				30																	
<b>TOTAL FOR CATEGORY 1</b>																							
<b>Category 2 – Consulting Services</b>																							
2.1	Principal Engineer/Scientist	Hour				178																	
2.2	Project Engineer/Scientist	Hour				158																	
2.3	Staff Engineer/Scientist	Hour				143																	
2.4	Process Engineer	Hour				100																	
2.5	Environmental Professional	Hour				129																	
2.6	Environmental Specialist	Hour				129																	
2.7	Certified Industrial Hygienist (CIH)	Hour				129																	
2.8	Certified Safety Professional (CSP)	Hour				129																	
2.9	Health & Safety Specialist	Hour				129																	
2.10	Energy Consultant	Hour				100																	
2.11	Draftsman/CADD	Hour				80																	
<b>TOTAL FOR CATEGORY 2</b>																							
<b>Category 3 – Field Services</b>																							
3.1	Technical Specialist	Hour				128																	
3.2	Engineering Technician	Hour				128																	
3.3	Environmental Technician	Hour				128																	
3.4	Environmental Professional	Hour				128																	
3.5	Environmental Specialist	Hour				128																	
3.6	Certified Industrial Hygienist	Hour				128																	
3.7	Certified Safety Professional	Hour				128																	
3.8	Health & Safety Specialist	Hour				128																	
3.9	Lab Technician	Hour				128																	
3.1	Field Technician	Hour				128																	
3.11	Certified Asbestos Hazard Evaluation Specialist	Hour				128																	
3.12	Certified Asbestos Hazard Project Designer	Hour				128																	
3.13	Survey Crew	Hour				384																	
3.14	Hazardous Materials Specialist	Hour				128																	
3.15	Audio/Video Recording Services	Hour				128																	
<b>TOTAL FOR CATEGORY 3</b>																							
<b>Category 4 – Laboratory Analysis and Reimbursables</b>						<b>Estimated Dollar Amount =</b>																	
<p>The CONSULTANT shall submit with its Proposal an extensive and detailed list of all expected reimbursable items, with estimated cost. This list shall be finalized, in a format approved by the DEPARTMENT, during contract negotiation. No other reimbursable expenses will be allowed on the project, unless pre-authorized by the DEPARTMENT in writing. <b>NOTE: Direct cost reimbursable items shall have no markup or multiplier applied to them.</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Industrial Health Sampling Equipment</td> <td style="width: 50%;">Drinking Water Quality Sampling &amp; Analysis</td> </tr> <tr> <td>Industrial Health Laboratory Analysis</td> <td>Audio/Video Recording Services</td> </tr> <tr> <td>Environmental Sampling Equipment (air, water, soil, waste, etc.)</td> <td>Pipe Inspection (H2O/Sewer)</td> </tr> <tr> <td>Environmental Laboratory Analysis (air, water, soil, waste, etc.)</td> <td>Pipe Inspection: Heavy Cleaning</td> </tr> <tr> <td>Soil Investigation Services (non-environmental)</td> <td>Water Treatment Residual Sampling &amp; Analysis</td> </tr> <tr> <td>Materials Testing and Analysis (concrete, roofing materials, etc.)</td> <td>Travel (Per Reimbursables Policy)</td> </tr> <tr> <td>Ground Penetrating Radar</td> <td>Shipping</td> </tr> </table>										Industrial Health Sampling Equipment	Drinking Water Quality Sampling & Analysis	Industrial Health Laboratory Analysis	Audio/Video Recording Services	Environmental Sampling Equipment (air, water, soil, waste, etc.)	Pipe Inspection (H2O/Sewer)	Environmental Laboratory Analysis (air, water, soil, waste, etc.)	Pipe Inspection: Heavy Cleaning	Soil Investigation Services (non-environmental)	Water Treatment Residual Sampling & Analysis	Materials Testing and Analysis (concrete, roofing materials, etc.)	Travel (Per Reimbursables Policy)	Ground Penetrating Radar	Shipping
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Ground Penetrating Radar	Shipping																						
<b>Category 5 - Consumables</b>						<b>5% of total contract =</b>																	
Consumable Supplies (e.g., sample media, filters, tubes, containers, etc.)																							

\*Total = Rate x Unit x Multiplier x Estimated Hours

**Contract award will not exceed \$310,000.00.**



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

**SUBCONTRACTOR PARTICIPATION GOAL**

**PROFESSIONAL SERVICES CONTRACT**

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

**10% CSB Participation**

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

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

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



**MAYOR'S OFFICE OF EQUAL OPPORTUNITY**

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

**City of Cleveland**

**Frank G. Jackson, Mayor**

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

**EQUAL OPPORTUNITY CLAUSE**  
**(Section 187.22(b))**

Each Contract also shall contain the following equal opportunity clause:

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

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

**City of Cleveland**  
**OFFICE OF EQUAL OPPORTUNITY**

**NOTICE TO BIDDERS**

**1. Introduction:**

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

**2. Definitions:**

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

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

City enters into a particular Contract.

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

### **3. Required OEO Schedules:**

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

#### **Schedule 1: PROJECT CONTACT INFORMATION FORM**

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

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

## **Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

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

## **Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR**

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

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

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

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

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

## **4. Equal Employment Certification:**

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and

applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Within 60 days after entering into a Contract, each Contractor shall file a written affirmative action program containing standards and procedures ensuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the contractor's recruitment, selection, and advancement processes.

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

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

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

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

## **5. CSB Certification:**

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

There are two classifications of CSBs:

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

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

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

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

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

### **Construction**

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

### **Manufacturing**

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

### **Mining**

- All mining industries, except mining services: 500 employees

### **Retail Trade**

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

### **Services**

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

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

### **Wholesale Trade**

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

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

### **Other Industries**

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

## **6. CSB Contract Participation**

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

The CSB subcontractor participation goals are:

Construction Contracts:	<b>30% CSB Subcontractor Participation</b>
Professional Services Contracts:	<b>10% CSB Subcontractor Participation</b>
All Other Contracts:	<b>20% CSB Subcontractor Participation</b>

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

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

## **7. MBE/FBE Certification:**

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

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

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

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

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

## **8. MBE and FBE Contract Participation**

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

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

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

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

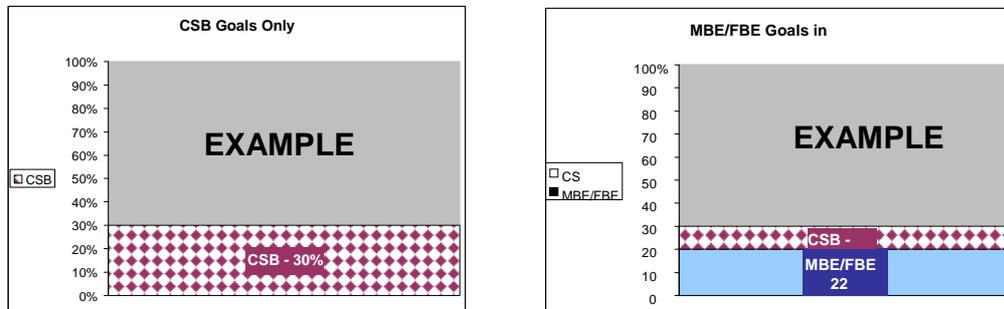
## **9. CSB Participation Goals When MBE/FBE Goals Are in Effect:**

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

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

down from 30% to 8%.

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



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

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

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

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

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

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

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

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

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

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

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

### **13. CSB Bid Discounts:**

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

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

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

### **14. CSB Evaluation Credits:**

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

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

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

### **15. CSB Subcontracting Bid Discounts and Additional Retainage:**

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

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

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

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

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

**16. Maximum Annual Subcontracting Program Benefit:**

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

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

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

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

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

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

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

**18. Joint Ventures:**

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

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

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

For example:

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

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



## **City of Cleveland Office of Equal Opportunity Schedules Checklist**

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

### Schedule 1: Project Contact Information Form

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

### Schedule 2: Schedule of Subcontractor Participation

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

### Schedule 3: Statement of Intent to Perform as a Subcontractor

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

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

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



## SCHEDULE 1 PROJECT CONTACT INFORMATION FORM

\_\_\_\_\_

**Bidder/Proposer Name**

\_\_\_\_\_

**Project Name**

**Part I: Bidder Information**

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

**Part II: Evaluation Summary**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Bidder/Proposer Representative

\_\_\_\_\_

Title



## SCHEDULE 2 SCHEDULE OF SUBCONTRACTOR PARTICIPATION

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Bidder/Proposer Representative

\_\_\_\_\_  
Title





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

**Bidder/Proposer Name**

**Project Name**

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

### Section A:

Please check one of the following:

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

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

### Section B:

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

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

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Bidder/Proposer Representative

\_\_\_\_\_  
Title



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

### REASONS FOR MBE/FBE SUBCONTRACTOR UNAVAILABILITY

#### Instructions:

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

#### Example Reasons for Unavailability

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

## Request for Taxpayer Identification Number and Certification

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

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

### Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

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

#### Purpose of Form

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Updating Your Information**

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

### **Penalties**

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

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

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

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

### **Specific Instructions**

#### **Name**

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

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

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

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

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

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

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

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

## Exempt Payee

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

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

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

The following payees are exempt from backup withholding:

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

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

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

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

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

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

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

**Privacy Act Notice**

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



**NON-COMPETITIVE BID CONTRACT  
STATEMENT FOR CALENDAR YEAR 2013  
(ALL DEPARTMENTS/OFFICES)**

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

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

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

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

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

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

- \_\_\_\_\_ NON-PROFIT CORPORATION      **GO TO SECTIONS III and IV.**
- \_\_\_\_\_ GOVERNMENTAL ENTITY      **GO TO SECTION IV.**

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

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

- \_\_\_\_\_ SOLE PROPRIETORSHIP      \_\_\_\_\_ TRUST
- \_\_\_\_\_ INCORPORATED PROFESSIONAL ASSOCIATION      \_\_\_\_\_ ESTATE
- \_\_\_\_\_ UNINCORPORATED ASSOCIATION      \_\_\_\_\_ PARTNERSHIP
- \_\_\_\_\_ LIMITED LIABILITY COMPANY      \_\_\_\_\_ JOINT VENTURE

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

**PLEASE READ PARAGRAPHS ( A ) and ( B ) and mark the appropriate paragraph. If paragraph ( B ) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2013 unless Council makes a direct award.**

- \_\_\_\_\_ ( A )      NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2011 and December 31, 2012 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- \_\_\_\_\_ ( B )      ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2011 and December 31, 2012 that totaled in excess of \$1,000.00.

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

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

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

**PLEASE READ PARAGRAPHS ( A ) ( B ) ( C ) and ( D ) and mark the appropriate paragraph. If paragraph ( C ) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2013 unless Council makes a direct award. If paragraph ( D ) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.**

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

**GO TO SECTION IV.**

**SECTION IV. TO BE COMPLETED BY ALL ENTITIES.**

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

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

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

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

Notary Public \_\_\_\_\_  
 Date \_\_\_\_\_

**FOR MAYOR'S OFFICE USE ONLY**

\_\_\_\_\_ ELIGIBLE \_\_\_\_\_  
 \_\_\_\_\_ INELIGIBLE \_\_\_\_\_  
 DATE \_\_\_\_\_

**SUPPLEMENTAL  
NOTICE TO BIDDERS**

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

**NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE**

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

**CHECK WHICHEVER IS APPLICABLE:**

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

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

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

\_\_\_\_\_  
Name of Contractor or Subcontractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

## **APPENDIX A: REIMBURSABLES POLICY**

**City of Cleveland**  
**Professional Services Contracts**  
**Reimbursables Policy**  
**6/24/2008**

The following constitutes the City of Cleveland’s Reimbursables policies to be used in the City’s Professional Services Contracts.

**1. Direct Labor vs. Reimbursables**

All expenditures in Professional Service Contracts shall fall into one of two categories: Direct Labor, and Reimbursables. Direct Labor shall mean the hourly work (billed by the appropriate hourly rates and multipliers) of the Prime Consultant and all identified Professional Subconsultants. Any expenditure that is not the Direct Labor of the Prime Consultant nor the Subconsultants shall be considered a Reimbursable expenditure.

**2. Labor Multipliers**

In order to be considered responsive, the Prime Consultant and each Subconsultant shall submit with its proposal the labor multipliers to be used on this project. Each Prime Consultant and Subconsultant shall acknowledge that the following items are included in their multipliers:

**2.1 Direct Labor** 100.00%

**2.2 Fringe Benefits:**

- Vacation
- Holiday
- Sick Time
- Career Development
- Incentive Compensation
- Cap Contribution
- Social Security Taxes
- State Unemployment
- Federal Unemployment
- Health & Dental Insurance
- Worker’s Compensation
- Retirement

**2.3 Overhead Salaries**

- Admin. & Office General
- Committees & Societies
- Bids & Proposals
- Technical Research
- Marketing

Strategic Programs

**2.4 Overhead Expenses**

- Admin & Office General Travel
- Committees and Societies
- Bid & Proposal Costs
- Technical Research
- Marketing
- Strategic Programs
- \* Rent Expense
- \* Telephone & Telegraph
- \* Engineering & Office Supplies
- \* Engineering & Office Printing
- Depreciation
- \* Furniture & Equipment Rental
- Subscriptions
- Dues to Professional Societies
- Repairs
- \* Postage
- Library
- \* Lease Car
- Temporary Help
- Recruiting
- \* Computer Expense
- Audit & General Legal
- Consulting Fees
- General Insurance
- Professional Liability Insurance
- Misc. & Other
- Legal Expenses
- Home Office Allocations
- Real Estate/Property Tax
- Fringe Benefits on Overhead Salaries
- Profit

The portions of the items designated by an asterisk (\*) above that are not dedicated to this project shall be included in the Consultant's multipliers. The Project portion of the asterisked items (\*) shall be subject to the other conditions enumerated in this policy. The Consultant shall ensure that all portions of all other items listed above are included in its multipliers, and not include portions in the reimbursables submittal. The Consultant shall also ensure that all of the following indirect labor is included in the multiplier and not in the direct labor fees: executives; business development staff; accountants; overtime, except where required by law; and time devoted to contract preparation.

### **3. Reimbursables List**

The Consultant shall submit with its Proposal an extensive and detailed list of all expected reimbursable items, with estimated cost. This list shall be finalized, in a format approved by the City, during contract negotiation. No other reimbursable expenses will be allowed on the project, unless pre-authorized by the City in writing.

Each quarter, the Consultant shall submit, for the City's review and approval, an updated projection of the reimbursables list. This projection shall indicate each item in the reimbursables list, and for each item, the original budget amount, the most recently approved budget amount, the amount spent to date, the estimated amount still needing to be expended, and the new, requested budget amount, if needed. The Consultant will be allowed to recommend moving funds between items, but the City must grant such approval in writing. The Consultant shall not be allowed to expend funds on any line item in excess of the approved budget amount for that line item, until the City approves a modification to the budget amounts that would allow for such expenditures.

### **4. Invoicing**

The Consultant shall submit monthly a separate invoice for reimbursable expenditures. Each invoice shall be delivered to the City in less than 30 calendar days after the end of the month being billed for, and normally with the monthly labor invoice. Such reimbursable invoices shall be in a format approved by the City, and shall include all necessary supporting documentation as called for elsewhere in this policy. Such supporting documents shall be properly dated, legible and reproducible.

### **5. General Qualifications for Reimbursables**

In general, items procured that are not Direct Labor must be devoted at least 50% of the time to the project during the duration of the project in order to be considered for direct cost reimbursement. Expenses on items (including Class 2 travel) devoted more than 50% but less than 100% to this project shall be pro-rated, with only that portion devoted to the project being billed for. Items devoted less than 50% to this project shall be included in the Consultant's multiplier. Use of items previously owned or leased by the Consultant (such as computer or CAD workstations), regardless of how much devoted to this project, shall be included in the multiplier and not be billed as a direct cost reimbursable. Assets purchased as a reimbursable for this project shall be turned over to the City when the Consultant no longer has need for them on this project. All reimbursables shall be paid on actual costs, supported by actual receipts, unless otherwise indicated. **Direct cost reimbursable items shall have no markup or multiplier applied to them.**

No expenditures for individual reimbursable items over \$10,000 shall be made without prior written approval of the City. The City reserves the right to direct the Consultant to terminate making reimbursable expenditures on any and all categories and expenses.

### **6. Office Expenses**

In some cases the City will allow and even expects the Consultant to establish a Project Office dedicated solely to a project and from which no other business shall be conducted. In such cases, the Consultant can include the following expenses generated by the Project Office either in the multipliers, or in the reimbursables provided actual invoices are submitted:

- Equipment maintenance
- Recurring communication expenses (including leased lines, cellular phones, pagers, telephones)
- Office Supplies
- External reproduction/binding
- Film developing
- Postage
- Office rent

It must be clear in the Consultant's proposal whether all such and similar expenses are accounted for in the reimbursables or in the multipliers.

For a Consultant with a dedicated Project Office, those office expenses generated by other offices (the Prime's other offices, Subconsultants' offices) can be paid as a direct cost reimbursable only if the item is 100% devoted to this project (e.g. postage and long distance phone calls made on behalf of this project), and only if backed up by actual invoices. Otherwise, all non-Project Office expenses (e.g. rent for other offices) must be included in the Consultant's or Subconsultants' multipliers.

For projects in which there is no dedicated Project Office, the Consultant can include as reimbursables only those office expenses devoted 100% to this project (like postage and long distance calls made on behalf of this project,) and only when supported by actual invoices. Office expenses less than 100% devoted to this project (like rent, utilities, use of Consultant's computer workstations) must be included in the Consultant's multiplier. Smaller items, such as office supplies and hand calculators, even if 100% dedicated to the project, shall be included in the Consultant's multiplier.

It is anticipated that any necessary trailer space for the Consultant at the project/construction site will be provided by the construction contractor.

## **7. Equipment**

Equipment to be purchased or leased that will be at least 50% dedicated to this project, and meeting the other qualifications above, including computer hardware and software, fax machines, copying equipment, plotters, printers, communication equipment, cameras/camcorders, overhead projectors, and walky talkies, can be included with the direct cost reimbursables for this project. It is expected that virtually all equipment needing to be acquired, especially computer hardware, shall be leased as opposed to purchased. Only in special cases (such as specialty software like Primavera) and only with the prior approval of the City, shall a Consultant be allowed to purchase equipment for this project. The Consultant shall provide copies of the lease agreements and shall include with its invoices copies of its invoices from the supplying vendor.

## **8. Vehicles and Local Travel**

In some cases the City will allow the Consultant to obtain Project Vehicles, dedicated solely to this project. Project Vehicles shall be leased only, not purchased. Copies of the leasing agreement and

vendor invoices must be submitted for direct cost reimbursement. Related Project Vehicle costs, such as fuel, parking, maintenance, and insurance shall be included in direct cost reimbursables, and shall be paid on actual costs, supported by actual invoices.

For the use of personal (i.e. non-Project) vehicles, the Consultant shall be paid at the per mile rate, in effect at the time of the travel (\$0.505 per mile as of May 19<sup>th</sup>, 2008), that the City pays internally to its staff for mileage. For such vehicle use, the Consultant shall be paid out of direct cost reimbursables, but only if the travel is work related, outside of the Division of Water's Service area, and non-routine. Only that portion of the trip that is outside of the Division of Water's Service Area shall be eligible for reimbursement. The Consultant shall submit to the City an approved mileage log with its monthly invoices. Expenses related to all other use of personal vehicles (travel within the Division of Water's Service Area, parking, tolls, etc.) shall be included in the Consultant's multipliers.

### **9. Markup on Subconsultants**

Indirect costs related to the Subconsultants, like the liability/risk of hiring Subconsultants, Subconsultant oversight, cost of negotiations/business procurement, and interest on cash flow, shall be included in the Consultant's multipliers. Any other actual direct cost shall be billed as a reimbursable expense supported by actual invoices. Effort expended on managing Subconsultants shall be billed as a direct labor charge. **The Consultant shall not include in the direct cost reimbursables any indirect costs or markups on Subconsultants' labor or reimbursables.**

### **10. Special Services**

Special Services, used solely for the benefit of this project and not performed by the Prime Consultant or by the Subconsultants, such as electrical testing, hazardous material testing, training, deliveries, diving services, office and field office setups and maintenance, and telephone and network installations and maintenance, shall be included in the direct cost reimbursables. All such services must receive prior written permission from the City. **No markups or other indirect handling costs on these Special Services shall be included in the direct cost reimbursables.** The Consultant shall include any such indirect costs or markups in its multipliers. Any direct labor involvement by the Prime Consultant or Subconsultants in managing these services shall be billed in the labor charges.

### **11. Personal Allowances**

Reimbursement on all items in this category shall be from the direct cost reimbursables, supported by actual receipts and invoices, except as noted. All regulations in this category shall apply to the Prime Consultant, all Subconsultants, and Special Services staff. Consultant's staff shall be classified into four classes:

Class 1.        Staff Already Living in the Greater Cleveland Area.

Class 2.        Infrequent Travelers to Cleveland. Those staff coming to Cleveland for less than a two week stay. Staff hired by the Consultant after the Notice To Proceed has been issued and assigned to this project can only be classified as Class 1 or Class 2.

Class 3. Staff with Extended Stays in Cleveland. Out of towners who will work in Cleveland for stretches longer than two weeks, but less than one year.

Class 4. Relocated Staff. Key, full time project staff (e.g. project manager) who relocate from out of town to work full time for the duration of the project, and for a minimum of one year's time.

- **11.1 Class 1:** Such staff qualify for no reimbursement expenses (travel, lodging, meal, per diem, etc...) whatsoever.
- **11.2 Class 2 Travel:** Actually incurred expenses (air, bus, rail, car rental, taxi, etc...) shall be paid for Class 2 staff. However, the charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made; regular economy class fares for air travel.) Class 2 travel shall require prior City approval. Rental car optional insurance is not reimbursable.
- **11.3 Class 2 Per Diem Expenses:** Class 2 daily expenses for meals, telephone, etc. shall be paid out of direct cost reimbursables, based on actual costs, with actual receipts submitted with invoices. Reimbursement shall not be made for alcohol, private phone calls, nor for meals for guests or associates of Class 2 staff. Gratuities of up to 15% on meals shall be allowed, but no other gratuity of any type shall be allowed. If a weekend or other non-workday occurs in the middle (but not at either end) of a Class 2 person's stay, that person shall be entitled to per diem and lodging expenses for those non-work days.
- **11.4 Class 2 Lodgings and Related Services:** Direct cost reimbursement shall be made, based on actual expenses, for apartments or hotels. The charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made - currently \$86/day for Cleveland area hotels), and shall be supported by actual receipts. The City shall also reimburse for any City/County Hotel Taxes over and above the Federal guideline.
- **11.5 Class 2 Commute Time:** Class 2 travelers shall be allowed to bill their time commuting between Cleveland and home as a labor expense, if such travel occurs during normal working hours. No other Class shall be allowed to bill any commute time as a labor expense.
- **11.6 Class 3 Travel:** Class 3 staff shall be allowed intermittent travel back home. Consultant shall remain within the initial contract budget for this item. Additionally, the City will only pay actual invoiced amounts, and in no case more than a cap of \$800.00 per month for such travel for each Class 3 staff member. Only Class 3 staff shall qualify for this allowance. Travel expenses for Class 3 staff's initial trip to and final trip from Cleveland shall be paid on an actual basis, and shall not apply against any month's cap. These expenses shall be included in the direct cost reimbursables.

- **11.7 Class 3 Per Diem Expenses:** Class 3 staff shall be given an allowance for each full calendar day (including non-working days) spent in the Cleveland area, to be included in the direct cost reimbursables. The Consultant shall submit with its monthly invoices a log for each Class 3 person, indicating the date in town and the allowance being requested. In no case shall the allowance exceed Federal guidelines (as the guidelines were at the time the expenditure was - currently \$42/day per individual in the Cleveland area.) This allowance shall cover daily meals, telephone, television, laundry, local travel, etc. Actual receipts for this particular item are not required.
- **11.8 Class 3 Lodgings:** Class 3 staff are expected to secure apartments in the Cleveland area. Direct cost reimbursements shall be made for actual rental costs, supported by actual receipts. Rental for weekend and other non-working days shall be reimbursable. In no case shall rent exceed a cap of \$ 1,000/month per person.
- **11.9 Class 3 Inflation:** Inflation shall be measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Midwest Region, as tracked by the Federal Bureau of Labor Statistics. The amount of inflation shall be determined each year, beginning one year after Notice to Proceed, and shall be re-determined on each anniversary of Notice to Proceed. The \$800 per month cap for Class 3 Travel, and the \$1000 per month cap for Class 3 Lodgings, will be allowed to increase annually by the amount of inflation so determined.
- **11.10 Class 4 Relocation Expenses:** Reasonable relocation to Cleveland expenses (including transportation of household items and two cars, incidentals, temporary lodging and meals for family [not to exceed one month in duration], and one, 3-day spousal trip to Cleveland) shall be allowed based on actual expenditure, with an upper limit of \$20,000 per individual. Only Class 4 staff qualify for relocation expenses. Class 4 staff qualify for relocation expenses, but for no other Personal Allowance expenses.
- **11.11 Travel to a Work Site Other than Cleveland:** Travel to a site outside of Cuyahoga County and outside of the Division of Water's Service Area that is for a project related purpose (such as witnessing a pump test) shall be allowed. Consultants shall propose such travel in their project proposal. Each specific trip must be approved in advance by the City. Class 2 regulations as listed above shall govern this type of travel. The time spent traveling, and the time spent at the alternate site, are billable as a labor expense, provided such time occurs during normal business hours.

## **12. Taxes**

Purchases for this project are exempt from state and local sales taxes. The Consultant shall use the City's tax exempt number (available as necessary) for such purposes.

**APPENDIX B: ORDINANCE 364-13**

# AUTHORIZING ORDINANCE AS PUBLISHED IN THE CITY RECORD

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Ord. No. 364-13.

By Council Members Pruitt and Kelley (by departmental request).

An emergency ordinance authorizing the Director of Public Utilities to employ one or more professional consultants to provide environmental, health, safety, sustainability, engineering, and other services needed for the Divisions of Water, Water Pollution Control and Cleveland Public Power, Department of Public Utilities, for a period up to two years.

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

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

**Section 1.** That the Director of Public Utilities is authorized to employ by contract or contracts one or more consultants or one or more firms of consultants for the purpose of supplementing the regularly employed staff of the several departments of the City of Cleveland in order to provide professional services necessary to provide environmental, health, safety, sustainability, and engineering services including but not limited to employee health and safety services, geotechnical services, industrial hygiene services, materials testing and analyses, water treatment process analyses, laboratory testing services, hazardous substance identification and analyses, forensic investigations, energy audits, environmental sampling and analysis, and other related professional consulting services needed for the Divisions of

Water, Water Pollution Control and Cleveland Public Power, Department of Public Utilities, for a period up to two years.

The selection of the consultants for the services shall be made by the Board of Control on the nomination of the Director of Public Utilities from a list of qualified consultants available for employment as may be determined after a full and complete canvass by the Director of Public Utilities for the purpose of compiling a list. The compensation to be paid for the services shall be fixed by the Board of Control. The contract or contracts authorized shall be prepared by the Director of Law, approved by the Director of Public Utilities, and certified by the Director of Finance.

**Section 2.** That the cost of the contract or contracts authorized shall be paid from Fund Nos. 52 SF 001, 54 SF 001, and 58 SF 001, Request No. RQS 2002, RL 2013-8.

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

Passed April 8, 2013.

Effective April 10, 2013.