



## City of Cleveland

Frank G. Jackson, Mayor

**Mayor's Office of Capital Projects**  
Division of Architecture and Site Development  
601 Lakeside Avenue, Room 517A  
Cleveland, Ohio 44114-1015  
216/664-3577 Fax: 216/664-4220  
<http://www.city.cleveland.oh.us/CityofCleveland/Home>

May 11, 2016

Subject: Request for Proposals for Professional Architectural/Engineering and Related Services to Assist the Division of Architecture and Site Development with Various Public Improvements for the City of Cleveland

Dear Prospective Proposer:

The City of Cleveland (the "City"), Division of Architecture and Site Development (the "Division"), through the Director of Mayor's Office of Capital Projects (the "Director"), is soliciting proposals from qualified firms interested in providing professional architectural/engineering and related services to assist the Division on an as-needed basis with various public improvement projects whose specific scope and nature are to be determined.

A Pre-Proposal Conference will be held at Cleveland City Hall, 601 Lakeside Avenue, Room 514, Cleveland, OH 44114 on Friday, May 20, 2016 at 2:00 PM, Local Time. Proposers are encouraged to attend the conference, although attendance is not mandatory.

Interested parties may submit questions pertaining to the enclosed Request for Proposals ("RFP") and the services desired until 12:00 Noon, Local Time, on Friday, May 27, 2016.

Prospective firms must submit to the City, no later than Friday, June 10, 2016 at 12:00 Noon, Local Time, one (1) original and three (3) complete hard copy duplicates of your qualifications proposal and your fee proposal, and one (1) electronic (digital) copy on compact disc or flash drive. Submit the qualifications 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:

**"SEALED BID"**

**Request for Proposal for Professional Architectural/Engineering  
and Related Services to Assist the  
Division of Architecture and Site Development  
With Various Public Improvements for the City of Cleveland**

If proposals are hand-delivered, proposals should be addressed as above and taken to Room 517A, Cleveland City Hall, 601 Lakeside Avenue, Cleveland, OH 44114-1015.

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 or concerns regarding this solicitation, please contact me directly.

Thank you and Best Regards,

Mark Duluk, AIA, LEED AP, Chief Architect, Project Manager  
O: 216.664.2584 | F: 216.664.4220 | E: [mduluk@city.cleveland.oh.us](mailto:mduluk@city.cleveland.oh.us)

Issued: May 11, 2016

**Request for Proposals for Professional Architectural/Engineering  
and Related Services  
to Assist the Division of Architecture and Site Development  
With Various Public Improvements  
for the  
City of Cleveland**

Issuing Office

Division of Architecture and Site Development  
601 Lakeside Avenue, Room 517A  
Cleveland, OH 44114  
216.664.2374



THE CITY OF CLEVELAND MISSION STATEMENT

We are committed to improving the quality of life in the City of Cleveland by strengthening our neighborhoods, delivering superior services, embracing the diversity of our citizens, and making Cleveland a desirable, safe city in which to live, work, raise a family, shop, study, play, and grow old.

QUALIFICATIONS PROPOSALS DUE

**DATE: June 10, 2016 12:00 Noon Local Time**

**ALL RESPONSES SHALL BE MARKED AS**

**“SEALED BID”**

**“Request for Proposals for Professional Architectural/Engineering  
and Related Services  
to Assist the Division of Architecture and Site Development  
with various Public Improvements for the  
City of Cleveland”**

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**Request for Proposals for  
Professional Architectural/Engineering  
and Related Services  
to Assist the Division of Architecture and Site Development  
With Various Public Improvements  
for the  
City of Cleveland**

City of Cleveland  
Mayor's Office of Capital Projects  
Matthew L. Spronz, P.E., PMP, Director

Division of Architecture and Site Development  
Mark Duluk, AIA, LEED AP, Chief Architect, Project Manager

Date: May 11, 2016

**I. BACKGROUND & CONCEPT**

The City of Cleveland Division of Architecture and Site Development (the "Division") is required to assess existing City-owned properties, identify repair, renovation and/or replacement options, design and document project scopes of work, and prepare detailed cost estimates. The Division contracts with professional consultants to provide services to support the work of the Division's in-house staff.

It is the intent of this Request for Proposal (RFP) to solicit proposals for general Professional Architectural/Engineering and Related Services on various public improvements on an as needed basis in support of the Division of Architecture and Site Development. The Division will evaluate proposers, and anticipates the selection of two (2) consultants to be awarded contracts not to exceed a sum total of \$200,000.00.

Upon receipt and review of proposals from interested parties, it is the City of Cleveland's intent to enter into an agreement between the City of Cleveland (the "City" and/or "Owner") and the professional Architectural/Engineering firm(s) (the "Consultant") that is (are) determined to be best qualified to provide Architectural/Engineering and Related Services that are complete, accurate, timely and affordable as solely determined by the City of Cleveland.

The City of Cleveland expects the prime contract holders for the A/E Professional Services contract to provide team leadership for all services procured through this contract with the City. Rather than hire "hands-off" managers of large and diverse teams, the City expects prime contract holders to actively manage their sub-consultants to ensure the best outcomes for the City.

Such active management should include, but is not limited to:

- Confirmation that sub-consultant teams are appropriately staffed to meet their obligations.
- Coordination of the work with other disciplines well before work is issued for bidding.
- Routinely perform a peer review, evaluation, and coordination of their sub-consultants' work well before work is issued for bidding and, in certain cases, a full QA/QC, and perhaps estimate, when requested.

Therefore, the prime contract holders should act as mentors to support the work of their sub-consultants and help to build the strength and capacity of their practices.

The City reserves the right to reject any or all proposals or portions of thereof, 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.

## II. PROGRAM

The City of Cleveland is prepared to allocate a sum total of \$200,000.00 for General Architectural/Engineering and Related Services to assist the Division in these various tasks. The City anticipates awarding two (2) separate contracts to two (2) individual professional consultant teams; each award shall be in the amount of \$100,000.00.

The Architectural/Engineering and Related Services to be provided by the Consultant must include the following disciplines:

- Architecture
- Structural Engineering
- Electrical Engineering
- Mechanical Engineering (HVAC, Plumbing & Fire Protection)
- Civil Engineering
- Specialty Engineering (i.e.: Acoustical, Audio/Visual, Communications, etc.)
- Landscape Architecture
  - The Related Services to be provided by the Engineering Consultant must include at least the following disciplines:
- Project Management Services
- Construction Cost Estimating for all trades
- Construction Management Services
- Construction Inspection

- Construction Materials Testing
- Project Scheduling Services
- Sustainability (LEED certification services)
- Commissioning services
- Site Surveying services
- Building Envelope Integrity (Includes Structural, Water Intrusion)
- Energy Modeling and analysis
- Geotechnical services, including soil borings and analysis
- Environmental Engineering – Assessments, Remedial Design & Oversight:
  - Site (Includes Oversight, Ohio/U.S. EPA Compliance, Voluntary Action Program, etc.)
  - Structures (Asbestos, lead, mold, other hazardous materials)
- Historic Architectural Restoration and Renovation
- Signage and Wayfinding
- ADA Compliance
- 3-D renderings of proposed projects based on AutoCAD® documents as provided by the Division

### III. SCOPE OF WORK

The successful Consultant shall perform the necessary Architectural/Engineering and Related Services based on proposed hourly rate(s) to be charged against the account. The scope of work will be determined for each situation by the Division.

The Consultant should assume an approximate distribution of 10% Electrical, 25% Mechanical, 15% structural and 50% other Architectural/Specialty Engineering and Related Services will be required and shall adjust their proposals accordingly. However, the City reserves the right to adjust the distribution at will.

Furthermore, 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 interests of the City.

Consultant shall assume the role of “Architect-of-Record” and/or “Engineer-of-Record” for all work performed under the contract. All documents for the work performed under the contract shall bear a current, active professional seal recognized by the State of Ohio as required.

Scope of services to be provided by the Consultant for projects shall be divided into the following areas: Stage I – Preliminary Design; Stage II – Construction Documents; and Stage III – Administration of the Construction Contract.

## STAGE I – PRELIMINARY DESIGN

Stage I – Preliminary Design consists of two (2) Phases:

- Schematic Design Phase
- Design Development Phase

The Division will coordinate the various projects; and will work closely with the Consultant in all phases of the development process.

The City will make available to the Consultant any readily available existing conditions data, record drawings or related information it has for the various projects. Data, documents and related information will likely consist of varying electronic and “hard copy” or paper format.

The Consultant shall utilize a surveying and/or geotechnical professional, as needed, through the services of a sub-consultant who specializes in surveying and/or geotechnical consulting to prepare preliminary and final surveying and/or geotechnical reports for all project sites that the City has recommended for needing such an investigation.

Upon request, the Consultant shall take the lead in obtaining and coordinating the information required by the various agencies and entities from which permits and/or approvals are needed for the project. The City shall take the lead in applying for, negotiating, and acquiring the necessary permits and approvals.

Upon request, the Consultant shall attend and participate in project meetings with various City departments/divisions and/or public meetings as required.

Upon request, the Consultant shall make field observations and conduct investigations, as required, to evaluate on-site conditions.

Upon request, the Consultant, through the services of a sub-consultant, shall provide environmental assessment services to determine the extent and impact of the presence of hazardous materials within a project area. Individuals performing these services must be fully licensed to perform the services needed and shall work with the Consultant and the Division to prepare scopes of work and cost estimates for remediation work.

## STAGE II – CONSTRUCTION DOCUMENTS

Stage II – Construction Documents consists of two (2) Phases:

- Construction Documents Phase
- Bidding Phase

The Construction Documents Stage shall include all Design Documents which shall describe with specificity all elements, details, components, materials, and other information necessary for the complete construction of the Project including, but not limited, to the satisfaction of all testing, permitting, qualifications, certifications, validations and obtaining regulatory approvals by all applicable regulatory authorities required to render the Project and all its components operational and functionally usable for their intended purpose.

The Consultant, upon request, shall produce drawings and contract documents, including schedule(s) of items and detailed specifications, which are comprehensive and concise in nature and in accordance with all professional practice standards in order to completely and accurately describe the design intent and construction/installation methods of the entire project development.

The Owner shall review and approve, where appropriate, the Construction Documents, or any portion thereof.

The Consultant, upon request, shall assist the City in the preparation of bidding forms, the Conditions of the Contract and the form of Agreement between the City and the Contractor, in obtaining, tabulating and analyzing bids, and in all other bidding activities set forth in more detail in the Sample Professional Services Agreement attached as *Exhibit E*.

#### STAGE III – ADMINISTRATION OF CONSTRUCTION CONTRACT

The Administration of the Construction Contract Stage shall include professional services normally required during the construction phase of a project in accordance with the Sample Professional Services Agreement attached as *Exhibit E*.

The Consultant, upon request, shall perform periodic field observations to review and inspect the work in progress, participate in selected job meetings, review and approve shop drawings and submittals, etc. as required to ensure compliance with scope and quality of the work. The Division shall be responsible for providing written minutes of all meetings.

#### IV. PROPOSAL SUBMISSION REQUIREMENTS

Each Proposer shall submit its proposal(s) in the number, form, and manner, and by the date and time and at the location required as follows:

- A. Each Proposer shall provide all information requested in this Request for Proposal. The proposer must organize its proposal package to address each of the elements in this RFP in the order listed. 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.
- B. 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. Marketing documents, such as brochures, advertisements, etc. shall not be permitted.

- C. Should this RFP contain any discrepancies or omissions, or if the intended meaning of any part of this RFP is unclear or in doubt, please send a written request for clarification or interpretation no later than 12:00 Noon, Local Time, May 27, 2016, to:

Mr. Mark Duluk, AIA, LEED AP, Chief Architect  
Division of Architecture and Site Development  
Mayor's Office of Capital Projects  
601 Lakeside Avenue, Room 517A  
Cleveland, Ohio 44114

Requests for clarification or interpretation may be submitted via e-mail to [mduluk@city.cleveland.oh.us](mailto:mduluk@city.cleveland.oh.us).

- D. The City's Rights and Requirements

1. 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.
2. 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 interests.
3. **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.

- E. Organization

1. Proposal shall be submitted in 8-1/2" × 11" format, one (1) original and three (3) copies (bound individually) with one (1) compact disc or flash drive with the entire proposal in digital format. Each individual section shall be identified as follows:

- a. Cover Letter
- b. Recent Projects reflecting the interested consultant(s) experience
- c. Proposed Personnel to participate in this project, including resumes
- d. Consultant Selection Questionnaire
- e. Non-Competitive Bid Contract Statement
- f. O.E.O. Documents and Forms
- g. LEED Credentials
- h. Certificate of Liability Insurance
- i. Certificate of Liability for Errors and Omissions
- j. Hourly Rates and Reimbursable Rates (in separate sealed envelope)

In the event an interested group or combination of consultants is proposing a joint venture, collaboration or similar arrangement with other firms, please state the nature and hierarchy of the relationship in the proposal.

#### F. LEED Requirements

1. Identify all the LEED Accredited Professional(s) (LEED-AP Legacy, LEED Green Associate or LEED AP+) on the Consultant's Team.
2. Be qualified to complete a LEED checklist and, based upon the completed checklist, to incorporate LEED building principles in its design of the project, to the maximum extent applicable and feasible consistent with the project scope and with cost constraints and, for projects involving the energy performance of a facility, to comply with ASHRAE 90.1-latest version and/or Energy Star's Portfolio Manager.

#### G. Compensation

1. The Contract for Consultant services specified herein will be based on an hourly rate schedule for billing. Total compensation for this contract shall not exceed the funds stated in the Program section above.

The Consultant shall identify all items along with costs for any reimbursable expenses required to complete required services. Reimbursable expenses shall be billed at cost invoiced, without any mark-up. Copies of actual invoices for delivery services, postage, printing and reproduction, etc. shall accompany any and all invoices. Costs for mileage, travel, parking, tolls, lodging, meals, dues/membership fees to professional societies/organizations, and licensing/registration or continuing education fees are not eligible for reimbursement and will not be considered.

2. Proposal shall include hourly rates inclusive of all direct cost, overhead, benefits, profit, and any indirect expenses. Hourly rates will not be adjusted during the contract period. If hourly rates are different for additional services or resident field supervision service, state so in the proposal.

3. In a separate sealed envelope marked "Hourly Rates," the interested consultants shall submit their Fee Proposal in the following manner:

Hourly Rates for only the following classifications shall be included in the Proposal:

- a. Principal Architect \$\_\_\_\_\_ per hour.  
(Registered/licensed with 10+ years' experience)
- b. Principal Engineer \$\_\_\_\_\_ per hour.  
(Registered/licensed with 10+ years' experience)
- c. Principal Landscape Architect \$\_\_\_\_\_ per hour.  
(Registered/licensed with 10+ years' experience)
- d. Project Architect \$\_\_\_\_\_ per hour.  
(Registered/licensed with 5+ years' experience)
- e. Project Engineer \$\_\_\_\_\_ per hour.  
(Registered/licensed with 5+ years' experience)
- f. Project Landscape Architect \$\_\_\_\_\_ per hour.  
(Registered/licensed with 5+ years' experience)
- g. Architectural Designer \$\_\_\_\_\_ per hour.  
(Non-registered/licensed with 3+ years' experience)
- h. Engineering Designer \$\_\_\_\_\_ per hour.  
(Non-registered/licensed with 3+ years' experience)
- i. Landscape Architect Designer \$\_\_\_\_\_ per hour.  
(Non-registered/licensed with 3+ years' experience)
- j. Architectural CAD Technician \$\_\_\_\_\_ per hour.  
(Non-registered/licensed with at least Associate degree)
- k. Engineering CAD Technician \$\_\_\_\_\_ per hour.  
(Registered/licensed with at least Associate degree)
- l. Landscape Architect CAD Technician \$\_\_\_\_\_ per hour.  
(Non-registered/licensed with at least Associate degree)
- m. Administrative Support \$\_\_\_\_\_ per hour.  
(Non-registered/licensed with 3+ years' experience)

Hourly Rates for Specialty Engineering and Related Services not specified herein shall be provided as requested by the Division based on the specific requirements for each situation.

In the same sealed envelope with the Hourly Rates, Reimbursable Rates for only the following classifications shall be included in the Proposal:

- a. In-house printing cost for Black & White copies, 8-1/2"×11" in size:  
\_\_\_\_\_/each.
- b. In-house printing cost for Color copies, 8-1/2"×11" in size:  
\_\_\_\_\_/each.

- a. In-house printing cost for Black & White copies, 11"×17" in size: \_\_\_\_\_/each.
- b. In-house printing cost for Color copies, 11"×17" in size: \_\_\_\_\_/each.
- c. Cost for large format Black & White prints/plots: \_\_\_\_\_/square foot.
- d. Cost for large format Color prints/plots: \_\_\_\_\_/square foot.

H. Interested consultants shall submit the Consultant Selection Questionnaire as part of their proposal.

I. Interested consultants shall submit a current "Certificate of Authorization" or a "Certificate of Exemption" to practice as a Professional in the State of Ohio issued by the State of Ohio, for each specified discipline: Architecture, Structural Engineering, Electrical Engineering, Mechanical Engineering, Civil Engineering and Landscape Architecture. Submit any other certifications, licenses, etc. to confirm professional competency in related services noted.

J. Compliance Affidavit

Enclosed you will find a Non-Competitive Bid Contract Statement for Calendar Year 2015 for use with respect to contract to be awarded in 2015. All consultants submitting proposals for contracts to be awarded on or after January 1, 2016 must initially submit a notarized 2016 affidavit. With subsequent proposals, consultants may submit a photocopy of the initial 2015 Bid Contract Statement.

K. Cleveland Area Business Code and Related Requirements

1. 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's director(s) at key intervals during performance of the contract services (e.g. 30% completion, 60% completion, 90% completion).

2. 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 sub-contracting goal for professional services for this contract 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 Cleveland – area Small Businesses (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 who do not make a good faith effort to meet the participation goal mentioned previously will not be considered "responsive".

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 "Certification and Compliance Reporting System." A new window will open and a selection for "CSB/MBE/FBE Registry" will appear on the left-hand column.

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, shall 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. SELECTION CRITERIA

- A. Quality of proposal and specific approach to this project;
- B. Credentials of key personnel (particularly the lead person(s) and prior experience and demonstrated ability to perform the scope of work);
- C. Hourly Rates and Expenses: (This item will be reviewed after the evaluations of qualifications have been completed);
- D. Proposed availability to complete the work and demonstrated ability to meet proposed schedules and budgets on past projects;
- E. Compliance with the Cleveland Small Business (“CSB”) Participation and Evaluation Credits.

In accordance with the City’s goal of increasing the level of CSB participation in City contracts, the Engineering Consultant shall strive to meet and exceed the City’s goal of **10% CSB** participation in the total contract amount (including subsidiary agreements). *See Exhibits.*

### 1. CSB, MBE, or FBE Proposals for Personal (“Professional”) Services Contracts

- a. Definitions. Unless defined in this paragraph or elsewhere in this solicitation of proposals, the following terms shall have the meaning(s) given them in the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976.

- 1) “City of Cleveland Small Business” or “CCSB.”
- 2) “Cleveland Area Small Business” or “CSB.”
- 3) “*Cleveland Area Business Code*” or “*CAB Code*.”
- 4) “Female Business Enterprise” or “FBE.”
- 5) “Minority Business Enterprise” or “MBE.”
- 6) “Office of Equal Opportunity” or “OEO.”

- 7) “Proposal” means an offer to contract with the City in response to this solicitation of proposals (whether called a “Request for Proposals,” “Request for Quotes,” or otherwise) for a personal (“professional”) services Contract.

- 8) “Proposer” means a Person submitting a Proposal to the City.

- 9) “Regional Cleveland Area Small Business” or “RCSB.”

- b. Evaluation Credit. For the purpose of comparing competing Proposals only, the City’s contracting department may apply an Evaluation Credit of five percent (5%) of the total points awarded for a Proposal received from a CSB, MBE, or FBE or from a CSB, MBE, or FBE joint venture. The contracting department shall apply evaluation credit according to the following criteria:

- 1) Where the City has evidence demonstrating past or present discrimination as to participation of MBEs or FBEs in specific types and categories of contracts, a contracting department *may* apply evaluation credit to a Proposal when the Proposer is a type of MBE or FBE, and proposing to participate in a type and category of contract, for which discrimination has been demonstrated. If a contracting department applies evaluation credit to one or more proposals from a MBE or FBE for a contract, it may not apply evaluation credit to any proposal from a CSB under review for award of that contract.
  - 2) If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit, a contracting department *may* apply evaluation credit to the proposal of a CSB when the CSB has its principal office physically located within Cleveland's municipal boundaries (a "CCSB"). If it does, no other proposer shall receive such evaluation credit.
  - 3) If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit and no proposal from a CCSB, a contracting department may apply evaluation credit to the proposal of a CSB having its principal office physically located outside Cleveland's municipal boundaries but within Cuyahoga County's boundaries (a "RCSB").
  - 4) The City may consider a Proposer's location as a factor in selecting a proposal for contract award. Proposers with main offices located in the corporate limits of Cleveland, Ohio, first, and Cuyahoga County, second, may receive preferential status at the discretion of the City.
- c. Procedure. The contracting department may use the total points awarded for a proposal after applying evaluation credit to compare competing proposals to determine which to recommend for a contract award. The City may use the evaluation of a proposal determined after applying evaluation credit to approve that proposal for a contract award. The application of evaluation credits shall not alter the amount of a proposal submitted by a Proposer or of the contract executed based on the proposal. The City will use only the actual proposal upon which the City and the Proposer have agreed for approval and a contract award based on that proposal.

## 2. Proposer's Good-Faith Effort

Each Proposer shall make and document its good-faith efforts to meet every CSB, MBE, and FBE goal that applies to the contract for which it is submitting a proposal. The City may consider a proposer's good-faith efforts to meet or exceed CSB, MBE, and/or FBE subcontractor participation goals set by the Director of the Office of Equal Opportunity for the contract in recommending and approving a proposal for contract award.

“Good-faith effort” as used in this solicitation and any resulting contract shall mean and include, without limitation, the proposer’s:

- a. Active efforts to obtain participation in the contract from CSBs, MBEs, and/or FBEs equal to or exceeding the specific goal(s) set for the contract;
- b. Completion and submission in association with its proposal, as required, all reports, forms, and documents, including, but not limited to, employment reports, certified payrolls, and other information the Director of the OEO may need to ascertain and verify the specific practical steps the Proposer has taken or is taking to meet or exceed the CSB, MBE, and FBE goal(s) for the contract, and the proposer’s equal employment practices; and
- c. Attendance at and participation in all required pre-contract award meetings.

The Director of the OEO may determine a Proposer’s good-faith efforts regarding proposed CSB, MBE, and FBE participation in the contract and its employment practices, as provided under the *Cleveland Area Business Code*, from the Proposer’s documentation and actions, information obtained from other sources, and monitoring by the OEO, as applicable.

3. Incorporation of Cleveland Area Business Code; OEO Notice to Bidders & Schedules

The *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances Cleveland, Ohio, 1976, and the *OEO Notice to Bidders & Schedules* are incorporated in and made part of this solicitation and any resulting contract, by this reference, as fully as if attached. *See Exhibit B.*

It is the Proposer’s responsibility to verify that team members are currently registered with the City of Cleveland’s Office of Equal Opportunity at the time of submission. Firms not in good standing at the time of submission will not be counted towards meeting the participation goal mentioned previously.

## VI. OTHER INFORMATION

### A. Proposal Deadline

1. Four (4) hard copies [one (1) original and three (3) duplicate copies] plus one (1) electronic (digital) copy on compact disc or flash drive of the proposal must be received no later than 12:00 PM Noon (Local Time) on June 10, 2016 by Mr. Mark Duluk AIA, LEED AP, Chief Architect, Division of Architecture and Site Development.
2. Deadline for Questions: The deadline for any and all questions shall be 12:00 Noon, Local Time, on Friday, May 27, 2016.

3. The City reserves the right to refuse any submission not delivered by the deadline.

**PROPOSALS OR UNSOLICITED AMENDMENTS TO PROPOSALS  
ARRIVING AFTER THE CLOSING WILL NOT BE ACCEPTED.**

Questions and proposals should be directed to:

Mr. Mark Duluk AIA, LEED AP, Chief Architect  
Division of Architecture and Site Development  
601 Lakeside Avenue, Room 517A  
Cleveland, Ohio 44114  
Office: 216. 664.2584  
Facsimile: 216.664.4220  
E-mail: [mduluk@city.cleveland.oh.us](mailto:mduluk@city.cleveland.oh.us)

**B. Proposal Acceptance**

1. The City reserves the right to accept proposals, in whole or in part, to reject all proposals, and to negotiate separately, as necessary, to serve the best interests of the City of Cleveland. Firms whose proposals are not accepted will be notified in writing. Director Matthew L. Spronz, or his designee, will make notification of the award. For this Request for Proposal, the proposal must remain valid for at least 180 days after submission.

**C. Costs Incurred**

1. The City is not liable for any costs incurred by any responding firm before execution of a contract.

**D. Economy of Preparation**

1. Proposals should be prepared simply and economically in 8-1/2" x 11" format, providing straightforward, concise descriptions and information.

**E. Agreement**

The successful Consultant shall be required to execute an agreement substantially in the form of the Attached Sample Professional Services Agreement attached as *Exhibit E*.

**F. Pre-Proposal Conference**

A Pre-Proposal conference will be held on Friday, May 20, 2016, at 2:00 P.M., Local Time, Cleveland City Hall, 601 Lakeside Avenue, Room 514, Cleveland, Ohio 44114. Attendance is not mandatory, but is strongly encouraged.

## VII. MAILING LIST

Firm Name	Address	Phone	Email	Contact
AECOM	1375 Euclid Ave Suite 600 Cleveland, OH 44115	216.622.2400	<a href="mailto:marino.curati@aecom.com">marino.curati@aecom.com</a>	Marino Curati
ASC Group, Inc. (FBE)	7123 Pearl Road, Suite 107 Middleburg Heights, OH 44130	440.845.7590	<a href="mailto:sskinner@ascgroup.com">sskinner@ascgroup.com</a>	Shaune Melissa Skinner
Barber & Hoffman, Inc. (CSB/LPE)	2217 E. 9 <sup>th</sup> Street Suite 350 Cleveland, OH 44115	216.875.0100	<a href="mailto:rczaplicki@barberhoffman.com">rczaplicki@barberhoffman.com</a>	Ron Czaplicki
Behnke Associates Inc. (CSB/LPE)	1215B West 10 <sup>th</sup> Street Cleveland, OH 44113	216.589.9100	<a href="mailto:jknopp@behnkela.com">jknopp@behnkela.com</a>	P. Jeffrey Knopp
Bialosky + Partners, Architects, LLC	6555 Carnegie Avenue Cleveland, OH 44103	216.752.8750	<a href="mailto:bhorton@bialosky.com">bhorton@bialosky.com</a>	Bruce M. Horton, AIA
Burgess & Niple	100 West Erie Street Painesville, OH 44077	216.241.9600	<a href="mailto:chuck.zibbel@burgessniple.com">chuck.zibbel@burgessniple.com</a>	Charles Zibbel
Chagrin Valley Engineering Ltd (CSB/LPE)	22999 Forbes Road, Suite B Oakwood Village, OH 44146	440.439.1969	<a href="mailto:bierut@cvelimited.com">bierut@cvelimited.com</a>	Jeffrey Filarski
Chambers, Murphy & Burge	43 E. Market St. Ste. 201 Akron, OH 44308	330.434.9300	<a href="mailto:emurphy@cmbarchitects.com">emurphy@cmbarchitects.com</a>	Elizabeth Corbin Murphy, FAIA
Consulting Engineering, Inc. (CSB/LPE/MBE/ SRP)	13477 Prospect Road Suite 101B Strongsville, OH 44149	440.238.9699	<a href="mailto:ray.chan@cengr.co">ray.chan@cengr.co</a>	Ray Chan

Firm Name	Address	Phone	Email	Contact
Deru Landscape Architecture (CSB/FBE/LPE)	812 Huron Road East, Suite 411 Cleveland, OH 44115	216.466.4355	<a href="mailto:jayme@deru-la.com">jayme@deru-la.com</a>	Jayme Schwartzberg
Desman Design Management (MBE)	Terminal Tower 50 Public Square Suite 626 Cleveland, OH 44113	216.736.7110	<a href="mailto:mrepasky@desman.com">mrepasky@desman.com</a>	Matt Repasky, P.E.
DLZ Ohio, Inc. (MBE)	614 W. Superior Avenue Suite 1000 Cleveland, OH 44113	216.771.1090	<a href="mailto:emagoch@dlz.com">emagoch@dlz.com</a>	Elaine Magoch
Eco Commissions, LLC (CSB/LPE)	1422 Euclid Ave. Suite 320 Cleveland, OH 44115	888.988.4326	<a href="mailto:mnelson@ecocommissions.com">mnelson@ecocommissions.com</a>	Matthew Nelson
Eden Environmental, Inc. (CSB/FBE/LPE)	2853 Fairmount Boulevard Cleveland Heights, OH 44118	216.371.4737	<a href="mailto:edenenvironmental@sbcglobal.net">edenenvironmental@sbcglobal.net</a>	Jill Brown
GPD Group	5595 Transportation Blvd., Suite 100 Cleveland, OH 44125	216.518.5544	<a href="mailto:tina.belz@gpdgroup.com">tina.belz@gpdgroup.com</a>	Tina M. Belz
H2L1 Engineering, Inc. (CSB/LPE/MBE)	1785 E. 45th Street Cleveland, OH 44103	216.361.2911	<a href="mailto:harjit.alag@H2L1.com">harjit.alag@H2L1.com</a>	Harjit Alag
HLMS Sustainability Solutions (CSB/MBE/FBE)	1301 E. 9 <sup>th</sup> Street Suite 2320 Cleveland, OH 44114	216.452.0909	<a href="mailto:mhewitt@hlmssustainability.com">mhewitt@hlmssustainability.com</a>	Margaret Hewitt, LEED AP
HWH Architects Engineers Planners Inc.	1300 East 9th Street Suite 900 Cleveland, OH 44114	216.875.4000	<a href="mailto:ta@hwhaep.com">ta@hwhaep.com</a>	Terry Angle

Firm Name	Address	Phone	Email	Contact
HZW Environmental Consultants (FBE/LPE)	6105 Heisley Road Mentor, OH 44060	88.804.8484	<a href="mailto:hzwenv@hzwenv.com">hzwenv@hzwenv.com</a>	Barbara Knecht
I.A. Lewin, P.E. & Associates (CSB/LPE)	4110 Mayfield Road – Suite B South Euclid, OH 44121	216.291.3131	<a href="mailto:ilewin@lewinandassociates.com">ilewin@lewinandassociates.com</a>	Isaac A. Lewin, P.E.
Knight & Stolar, Inc. (CSB/MBE)	3029 Prospect Avenue Cleveland, OH 44115	216.391.0910	<a href="mailto:kj@kslarch.com">kj@kslarch.com</a>	Kathleen Jankowski
KS Associates (FBE/LPE)	260 Burns Road, Suite 100 Elyria, OH 44035	440.365.4730	<a href="mailto:migginsl@ksassociates.com">migginsl@ksassociates.com</a>	Lynn S. Miggins
Lawhon & Associates, Inc. (CSB/FBE)	7650 Chippewa Road Suite 311 Brecksville, OH 44141	440.838.0777	<a href="mailto:tpowell@lawhon-assoc.com">tpowell@lawhon-assoc.com</a>	Tom Powell
Mackey Engineering & Surveying Company (CSB/LPE)	7017 Pearl Road Cleveland, OH 44130	440.886.4500	<a href="mailto:mmackay@mackayeng-surv.com">mmackay@mackayeng-surv.com</a>	Michael Mackay
McGuinness Unlimited, Inc. (CSB/FBE/LPE)	15724 Stillwood Avenue Cleveland, OH 44111	440.667.5120	<a href="mailto:erinm@mcguinnessunlimited.com">erinm@mcguinnessunlimited.com</a>	Erin McGuinness
Metropolitan Architecture Studio (CSB/FBE/LPE)	2310 Superior Ave. Suite 240 Cleveland, OH 44114	216.623.0290	<a href="mailto:ktark@metroarchstudio.com">ktark@metroarchstudio.com</a>	Kathleen Tark

Firm Name	Address	Phone	Email	Contact
Michael Benza & Associates, Inc. (CSB/LPE)	6860 West Snowville Road, Suite 100 Brecksville, OH 44141	440.526.4206	<a href="mailto:srbenza@mbenzaengr.com">srbenza@mbenzaengr.com</a>	Steven Benza
Moody-Nolan, Inc. (MBE)	4415 Euclid Avenue, Suite 100 Cleveland, OH 44103	216.432.0696	<a href="mailto:rtauscher@moodynolan.com">rtauscher@moodynolan.com</a>	Rachel Rauscher
OHM Advisors	580 North Fourth Street, Suite 630 Columbus, OH 43215	888.522.6711	<a href="mailto:Meghan.Allsop@ohm-advisors.com">Meghan.Allsop@ohm-advisors.com</a>	Meghan Allsop
Osborn Engineering (CSB/ LPE)	1100 Superior Avenue Suite 300 Cleveland, OH 44114	216.861.2020	<a href="mailto:jstull@osborn-eng.com">jstull@osborn-eng.com</a>	Jennifer Stull
Pardo Consultants, Inc. (CSB/LPE/MBE/ SUBE)	3343 East 139th Street, Cleveland, OH 44117	216.401.2537	<a href="mailto:rpardo@pardoconsultants.com">rpardo@pardoconsultants.com</a>	Ramon Pardo
Partners Environmental Consulting, Inc. (CSB)	31100 Solon Road, Suite G Solon, OH 44139	440.248.6005	<a href="mailto:geidan@partnersenv.com">geidan@partnersenv.com</a>	Gloria Eidan
PCS, Project and Construction Services (CSB)	1301 E. 9 <sup>th</sup> Street, Suite 2100 Cleveland, OH 44114		<a href="mailto:klawlor@pcscmservices.com">klawlor@pcscmservices.com</a>	Kevin Lawlor
Pro Geotech Inc. (CSB/MBE)	3201 East Royalton Road Cleveland, OH 44147	440.717.1415	<a href="mailto:wnajjar@progeotech.com">wnajjar@progeotech.com</a>	Walid Najjar
Regency Construction Services (CSB/MBE/FBE)	14600 Detroit Avenue, Suite 1495	216.529.1188	<a href="mailto:riverat@regencycsi.com">riverat@regencycsi.com</a>	Tari Rivera

Firm Name	Address	Phone	Email	Contact
Resource International, Inc. (MBE/FBE)	6350 Presidential Gateway, Columbus, OH 43231	614.823.4949	<a href="mailto:farahm@resourceinternational.com">farahm@resourceinternational.com</a>	Farah B. Majidzadeh
R. Engineering Team, LLC (CSB/LPE/MBE)	3100 East 45th Street, Suite 306 Cleveland, OH 44127	216.361.2500	<a href="mailto:rengineeringteam@gmail.com">rengineeringteam@gmail.com</a>	Tom Roberts, Jr.
R.C.U. Architects, Inc.	7311 Valley View Drive Independence, OH 44131	216.524.6068	<a href="mailto:ncasini@rcuarchitects.com">ncasini@rcuarchitects.com</a>	Norman J. Casini
R.E. Warner & Associates, Inc. (CSB/LPE)	LA Office Plaza II @ LA Centre 25777 Detroit Rd, Suite 200 Westlake, OH 44145	440.835.9400	<a href="mailto:bneff@rewarner.com">bneff@rewarner.com</a>	Brett Neff
R.K. Levitz, LLC (CSB/MBE/LPE)	2859 Eaton Road Shaker Heights, OH 44122	216.218.4035	<a href="mailto:rklevitz@rklevitzllc.com">rklevitz@rklevitzllc.com</a>	Richard Levitz
Richard L. Bowen + Associates, Inc. (CSB/LPE/SUBE)	13000 Shaker Boulevard, Cleveland, OH 44120	216.491.9300	<a href="mailto:arenzi@rlba.com">arenzi@rlba.com</a>	Allan Renzi
The Riverstone Company (CSB)	2310 Superior Ave Suite 110 Cleveland, OH 44114	216.491.2000	<a href="mailto:bsiebs@riverstonesurvey.com">bsiebs@riverstonesurvey.com</a>	Brian Siebenthal
Robert P. Madison International (CSB/MBE)	2930 Euclid Avenue Cleveland, OH 44115	216.861.8195	<a href="mailto:kmadison@rpmadison.com">kmadison@rpmadison.com</a>	Kevin Madison
Sandhu & Associates, Inc. (CSB/LPE/MBE)	26031-A Center Ridge Road Westlake, OH 44145	440.892.4470	<a href="mailto:ssandhu@sandhuinc.com">ssandhu@sandhuinc.com</a>	Surjit S. Sandhu

Firm Name	Address	Phone	Email	Contact
Smith Architects, LLC (CSB/FBE/LPE)	16105 Lorain Avenue, Unit 1 Cleveland, OH 44111	216.664.1111	<a href="mailto:bonnies@smitharchitectsllc.com">bonnies@smitharchitectsllc.com</a>	
Solar Testing Laboratories, Inc. (CSB/LPE)	1125 Valley Belt Road Brooklyn Heights, OH 44131	216.741.7007	<a href="mailto:mtk@stlohio.com">mtk@stlohio.com</a>	Michael T. Kichurchak
Somat Engineering of Ohio, Inc. (CSB/LPE)	1100 Superior Avenue Suite 2020 Cleveland, OH 44114	216.479-0300	<a href="mailto:kleblanc@somateng.com">kleblanc@somateng.com</a>	Kim LeBlanc
Stephen Hovancsek and Associates, Inc. (CSB/LPE)	Two Merit Drive Richmond Heights, OH 44143	216.731.6255	<a href="mailto:ablackley@hovancsek.com">ablackley@hovancsek.com</a>	Andrew Blackley
Stuart Dean Company, Inc.	2615 St. Clair Avenue Cleveland, OH 44114	216.575.0150	<a href="mailto:jhric@stuartdean.com">jhric@stuartdean.com</a>	Joseph V. Hric, III
Studio Graphique, Inc. (CSB/FBE/LPE)	13110 Shaker Square, Suite 101 Cleveland, OH 44120	216.921.0750	<a href="mailto:rachel@studiographique.com">rachel@studiographique.com</a>	Rachel Downey
Suhail & Suhail, Inc. (CSB/MBE)	18405 May Court Chagrin Falls, OH 44023	800.660.4291	<a href="mailto:nsuhail@suhailgroup.com">nsuhail@suhailgroup.com</a>	Nissar Suhail
The Kelly-Buck Company (CSB/LPE)	Fairmont Creamery Building 2306 West 17 <sup>th</sup> Street, Suite 1 Cleveland, OH 44113	216.861.1716	<a href="mailto:mike.lyden@kelly-buck.com">mike.lyden@kelly-buck.com</a>	Mike Lyden
Tec, Inc. (CSB)	33851 Curtis Boulevard, Suite 216 Eastlake, OH 44095	440.953.8760	<a href="mailto:tmkilbourne@tecinc.com">tmkilbourne@tecinc.com</a>	Terry Kilbourne

Firm Name	Address	Phone	Email	Contact
Thorson Baker & Assoc., Inc.	3030 W. Streetsboro Road Richfield, OH 44286	330.659.6688	<a href="mailto:mthorson@thorsonbaker.com">mthorson@thorsonbaker.com</a>	Mike Thorson
United International Consultants, Inc. (CSB/LPE/MBE)	304 Mercury Drive, North Royalton, OH 44133	440.237.1230	<a href="mailto:ohiouic@aol.com">ohiouic@aol.com</a>	Faroog Nazir
Van Auken Akins Architects LLC (CSB/FBE/LPE)	1422 Euclid Avenue, Suite 1010 Cleveland, OH 44115	216.241.2220	<a href="mailto:jakins@vaakins.com">jakins@vaakins.com</a>	Jaqueline Akins
Weber Murphy Fox	1801 E. 9 <sup>th</sup> Street Suite 1500 Cleveland, OH 44114	216.623.3700	<a href="mailto:splunkett@wmf-inc.com">splunkett@wmf-inc.com</a>	Sean Plunkett
Westlake Reed Leskosky	1422 Euclid Ave Suite 300, Cleveland, OH 44115	216.522.1350	<a href="mailto:mjaniak@wrl.design.com">mjaniak@wrl.design.com</a>	Matthew Janiak
Whitley & Whitley Architects and Planners, LLC (MBE)	12806 Northwood Avenue, Suite 5 Cleveland, OH 44120	216.370.7883	<a href="mailto:swhitley@whitleywhitley.com">swhitley@whitleywhitley.com</a>	Scott Whitley
Wiss, Janney, Elstner Associates, Inc.	9655 Sweet Valley Drive Suite 3 Cleveland, OH 44125	216.642.2300	<a href="mailto:mchurpek@wje.com">mchurpek@wje.com</a>	Mark Churpek, P.E.
Zarzycki • Malik Architects	7500 Pearl Road, Middleburg Heights, OH 44130	440.816.2111	<a href="mailto:rzarzycki@zmarchitects.com">rzarzycki@zmarchitects.com</a>	Robert Zarzycki
Ziska Architecture (CSB)	3047 Prospect Avenue, Cleveland, OH 44115	216.391.9700	<a href="mailto:rick@ziskaarchitecture.com">rick@ziskaarchitecture.com</a>	Richard Ziska, AIA, LEED AP

OEO Codes:

CSB = Cleveland Small Business  
FBE = Female Business Enterprise  
LPE = Local Producer Enterprise

MBE = Minority Business Enterprise  
SRP = Storefront Renovation Program  
SUBE = Sustainable Business Enterprise

# EXHIBITS

- EXHIBIT A: NON-COMPETITIVE BID CONTRACT STATEMENT and W-9 FORM
- EXHIBIT B: NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE FORM
- EXHIBIT C: MAYOR'S OFFICE OF EQUAL OPPORTUNITY  
CLEVELAND AREA BUSINESS CODE – NOTICE TO BIDDERS & OEO SCHEDULES
- EXHIBIT D: SUBCONTRACTOR ADDITION AND SUBSTITUTION POLICY and PROCEDURE
- EXHIBIT E: SAMPLE PROFESSIONAL SERVICES AGREEMENT
- EXHIBIT F: CONSULTANT SELECTION QUESTIONNAIRE

**Exhibit A: Non-Competitive Bid Contract Statement and W-9 Form**



**NON-COMPETITIVE BID CONTRACT  
STATEMENT FOR CALENDAR YEAR 2016  
(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 2016 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, 2014 and December 31, 2015 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, 2014 and December 31, 2015 that totaled in excess of \$1,000.00.



## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 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 line 1 to avoid backup withholding. For individuals, this is generally 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.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
OR									
<b>Employer identification number</b>									

### 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

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

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## 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

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note.** **TIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLO that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 8 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
  - I—A common trust fund as defined in section 584(a)
  - J—A bank as defined in section 581
  - K—A broker
  - L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
  - M—A tax exempt trust under a section 403(b) plan or section 457(g) plan.

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**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 this page), 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 SSA 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, apply for a TIN and 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 U.S. 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 items 1, 4, or 5 below 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 line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**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 made in settlement of payment card and third party network transactions, 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.

<sup>2</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 2.

\*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, 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 (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

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

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

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

**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. commonwealths and 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.

**Exhibit B: Northern Ireland Fair Employment Practices Disclosure Form**

## 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 (2) 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 PRINCIPLES 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.

**Exhibit C: Mayor's Office of Equal Opportunity – Cleveland Area Business Code,  
Notice to Bidders & OEO Schedules (Chapter 187 of the Codified  
Ordinances Cleveland, Ohio 1976)**



**MAYOR'S OFFICE OF EQUAL OPPORTUNITY**

**CLEVELAND AREA BUSINESS CODE**

**NOTICE TO BIDDERS**  
**&**  
**OEO SCHEDULES**

**City of Cleveland**  
**Frank G. Jackson, Mayor**

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**Melissa K. Burrows, Ph.D., Director**  
Office of Equal Opportunity

**EQUAL OPPORTUNITY CLAUSE**  
**(Section 187.22(b) C.O.)**

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  
Mayor's Office of Equal Opportunity**

**Cleveland Area Business Code**

**NOTICE TO BIDDERS**

**1. Introduction:**

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 was enacted to increase the participation of minority-owned business enterprises, female-owned business enterprises, and local small business enterprises in City of Cleveland contracting. The Code also 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 the attached OEO 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, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit 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) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) "Local Producer" means a Person that:
  - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
  - (2)
    - A. grows food or fabricates goods, whether or not finished, from organic or raw materials;
    - B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;
    - C. supplies goods by performing a Commercially Useful Function; or
    - D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.
- (q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) "Local Sustainable Business" means a Business Enterprise that:
  - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

(2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

- (s) "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.
- (t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (v) "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.
- (w) "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.
- (x) "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 \$50,000.00. Failure to submit all OEO Schedules may result in the rejection of a bid.

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

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each Bidder or Proposer shall complete, sign and submit Schedule 1 and include it with its bid or proposal.

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

Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, identifies all of the subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete, sign and submit Schedule 2 and include it with its bid or proposal. Bidders or Proposers shall list all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract, and all requested contact information. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must be an actual dollar amount, and should not be a range of values or a percentage of the contract.

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

Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR, verifies that the

certified CSB, MBE and/or FBE subcontractors listed on Schedule 2 have agreed to work with the Bidder or Proposer on the project, and that the two parties have agreed on general contract terms. Each certified CSB, MBE, and/or FBE listed as a prospective subcontractor on Schedule 2 shall complete, sign and return Schedule 3 to the Bidder or Proposer, and the Bidder or Proposer shall include the completed Schedule 3 with the bid or proposal. Part 1, Part 2 and Part 3 on each Schedule 3 must correspond with Part 1, Part 2 and Part 3, respectively, on Schedule 2 for the appropriate subcontractor.

No CSB, MBE, or FBE participation credit will be considered for a certified CSB, MBE and/or FBE subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3 included in the bid or proposal.

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

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

Schedule 4, CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer will indicate this in Section A of Schedule 4, and complete Section B.

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal. Contractors are obligated to demonstrate their good faith effort to meet the subcontracting goals for the contract, and failure to do so will result in the rejection of the bid or proposal.

Failure to submit and accurately complete OEO Schedules 1, 2, 3, and 4 may result in the rejection of all or part of the bid or proposal. 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/or 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) in the OEO Schedules shall be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

There are two classifications of CSBs:

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

**A Regional Cleveland Small Business (RCSB)** is a CSB headquartered 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 Cuyahoga County; 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, or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: <http://www.sba.gov/content/small-business-size-standards>

## 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.

Where other, project-specific goals have not been set in the bid or proposal documents, the standard 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 shall make a good faith effort to subcontract with certified CSBs in consistent with the goals prescribed in the bid or proposal documents.

## 7. MBE/FBE Certification:

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) in the OEO Schedules shall be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

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 shall make a good faith effort to meet them.

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. Please review the bid or proposal documents for the final MBE, FBE and/or CSB subcontracting goals for the project.

#### **9. 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.

#### **10. 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.

#### **11. 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.

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 185.41 of the Codified Ordinances of the City of Cleveland. Release of this retainage shall be managed under the provisions established in Section 187.05(e) of the Codified Ordinances.

**12. 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 CCSBs.

**13. 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.

**14. 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. Release of this retainage shall be managed under the provisions established in Section 187.03(d) of the Codified Ordinances.

**15. LPE and SUBE Certification:**

A Bidder or Proposer may qualify as a Local Producer, a Local-Food Purchaser or a Local Sustainable Business under the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code, Chapter 187A of the Codified Ordinances of the City of Cleveland. Each Bidder or Proposer representing itself as a Local Producer (LPE), or a Local Sustainable Business (SUBE) shall be certified with the Office of Equal Opportunity prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

**16. LPE and SUBE Bid Discounts:**

The Contracting Department shall apply a Bid Discount in the following amounts for bids received from LPE and/or SUBE prime contractors:

A Bid Discount of two percent (2%) for bids received from LPEs.

A Bid Discount of two percent (2%) for bids received from SUBEs.

**17. LPE and SUBE Evaluation Credits:**

The Contracting Department shall apply an Evaluation Credit in the following amounts for proposals received from LPE and/or SUBE prime contractors:

An Evaluation Credit of two percent (2%) for proposals received from LPEs.

An Evaluation Credit of two percent (2%) for proposals received from SUBEs.

**18. 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 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.

**19. 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.

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.

**20. 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.

**21. 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.

**22. Subcontractor Participation Compliance Monitoring**

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at <http://cleveland.diversitycompliance.com>, or through a link on the Office of Equal Opportunity's website at <http://city.cleveland.oh.us/oep>.

Each month during the contract, the prime contractor (or direct contract-holder with the City) will report payments to ALL subcontractors through the B2Gnow system. This monthly reporting information includes total payment in dollars made to the subcontractor, record of invoices satisfied, record of checks or other payment methods used to satisfy invoices, payment dates, and any additional information required by OEO to verify payment to subcontractors. The prime contractor will enter this payment information into the B2Gnow system, and the subcontractors will verify this payment information in the system.

OEO offers regular training sessions in the use of the B2Gnow system. Please contact OEO at 216-664-4152 to schedule training. Online training options are also available through the B2Gnow system.

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland City Hall, upon appointment, for those contractors who do not otherwise have access to the required technology.

**Community Benefit Policies:**

- CODIFIED ORDINANCE 123 PREVAILING WAGE
- CODIFIED ORDINANCE 187 CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A LOCAL PRODUCER SUSTAINABLE DEVELOPMENT
- CODIFIED ORDINANCE 188 CLEVELAND RESIDENT EMPLOYMENT LAW
- CODIFIED ORDINANCE 189 LIVING WAGE
- Green Building Standards, Office of Sustainability

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.



**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.

**Schedule 1: Project Contact Information Form**

- Is all requested contact information included?
- Is the form complete and signed?

**Schedule 2: Schedule of Subcontractor Participation**

- Did you specify the total dollar amounts for each subcontract?
- 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?
- 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?

**City of Cleveland - Office of Equal Opportunity**  
**SCHEDULE 1: PROJECT CONTACT INFORMATION FORM**



Project Name:	
Bidder/Proposer Name:	

**Part I: Bidder Information**

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

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



**City of Cleveland - Office of Equal Opportunity**  
**SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE SUBCONTRACTORS (Certified and non-certified) 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 for the contract.

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$

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 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.

Authorized Representative:			
Signature:		Date:	



**City of Cleveland - Office of Equal Opportunity**  
**SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**  
**ADDITIONAL SUBCONTRACTOR FORM**

Project Name:	
Bidder/Proposer Name:	

<b>Subcontractor:</b>	<b>Part 1: SPEC ITEM #</b>	<b>Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES</b>	<b>Part 3: SUBCONTRACT AMOUNT</b>
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
<b>Subcontractor:</b>	<b>Part 1: SPEC ITEM #</b>	<b>Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES</b>	<b>Part 3: SUBCONTRACT AMOUNT</b>
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
<b>Subcontractor:</b>	<b>Part 1: SPEC ITEM #</b>	<b>Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES</b>	<b>Part 3: SUBCONTRACT AMOUNT</b>
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$



**City of Cleveland - Office of Equal Opportunity**  
**SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR**

Subcontractor Name:	
Bidder/Proposer Name:	
Project Name:	

Subcontractor is a:  CSB  
 MBE  
 FBE

Have you (subcontractor) been notified by the Office of Equal Opportunity that you have met the annual subcontracting participation maximum for this calendar year?  Yes  No

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

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

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

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

**RE-SUBCONTRACTING**

The undersigned prospective subcontractor will re-subcontract work on this contract:

- Yes (If Yes, fill out a "Blank" Schedule 2 and indicate the subcontractors being used as 2<sup>nd</sup> Tier subcontractors.)
- No

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

Authorized Subcontractor Representative:			
Signature:		Date:	



**City of Cleveland - Office of Equal Opportunity  
 SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR  
 UNAVAILABILITY/IMPRACTICALITY CERTIFICATION**

Project Name:	
Bidder/Proposer 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.				

- 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.

Authorized Representative:			
Signature:		Date:	



City of Cleveland  
Frank G. Jackson, Mayor

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Office of Equal Opportunity  
Dr. Melissa Burrows, Director  
601 Lakeside Avenue, Room 335  
Cleveland, Ohio 44114-1015  
216/664-4150 Fax: 216/664-3870  
www.cleveland-oh.gov

## Office of Equal Opportunity 2016 Submission Schedule

### Monthly Subcontractor Payment Reports Certified Payroll Reports

All required Office of Equal Opportunity (OEO) monthly reporting shall be submitted via the B2Gnow Contract Compliance Monitoring System (Cleveland.DiversityCompliance.com) and the LCPtracker Certified Payroll Tracking System (www.LCPtracker.net – for Construction Contracts over \$100,000) according to the following schedule:

<u>REPORTING MONTH</u>	<u>DATE DUE</u>
DECEMBER 2015	JANUARY 21, 2016
JANUARY 2016	FEBRUARY 23, 2016
FEBRUARY 2016	MARCH 23, 2016
MARCH 2016	APRIL 21, 2016
APRIL 2016	MAY 24, 2016
MAY 2016	JUNE 21, 2016
JUNE 2016	JULY 21, 2016
JULY 2016	AUGUST 23, 2016
AUGUST 2016	SEPTEMBER 21, 2016
SEPTEMBER 2016	OCTOBER 21, 2016
OCTOBER 2016	NOVEMBER 22, 2016
NOVEMBER 2016	DECEMBER 21, 2016
DECEMBER 2016	JANUARY 24, 2017

**Exhibit D: Contractor Addition and Substitution Policy and Procedure**



# **Subcontractor Addition and Substitution**

## **Policy and Procedure**

**Mayor Frank G. Jackson**

**EFFECTIVE DATE:** November 1, 2011

Direct Questions to: Commissioner James E. Hardy (216) 664-2629

## **Sub-contractor Addition and Substitution Policy and Procedure**

### Purpose

The purpose of this Policy is to state the policies and practices which all City departments should follow to obtain the previous written Board of Control consent required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

### Policy and Procedure

Each subcontractor proposed for a City contract, whether for a purchase, public improvement, or professional services, must be approved by the Board of Control (the "BOC") *prior* to the commencement of work and or services by the subcontractor. Subcontractor approval will be considered by the BOC upon recommendation of the department Director. A subcontractor identified as a certified Cleveland-Area Small Business ("CSB"), a Minority Business Enterprise ("MBE"), or a Female Business Enterprise ("FBE") (each generically also a "certified sub-contractor") proposed for a contract, whether as an additional or substitute subcontractor, must also be verified as such by the Office of Equal Opportunity ("OEO").

*Note:* The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

Except upon occurrence of an emergency requiring immediate use of a subcontractor to prevent an interruption of public service or endangerment of public health, safety or welfare as declared and determined solely by the Director, the prime contractor is responsible for submitting all required supporting documentation to the contracting department Director, through the designated Project Manager for the contract (the "Project Manager"), if any, no less than 3 (three) weeks in advance of the date the additional or substitute subcontractor is needed on the project, to allow time for internal and BOC approvals without delay or interruption of the project.

*Note:* The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

The contracting department Project Manager, if any, for a particular contract will serve, on behalf of the department Director, as the primary contact for the prime contractor. The contracting department Director is responsible for assessing the completeness and sufficiency of the supporting documentation received from the prime contractor and subcontractor, for timely processing of the documentation through the appropriate internal department review(s) and approval(s) and forwarding to the OEO, if required, for evaluation and approval prior to any placement on the Board of Control agenda and for submitting the appropriate Board of Control resolution for approval.

***Substitution for a Certified Subcontractor.*** A contractor must provide the contracting department director, through the Project Manager, written justification for any proposed substitution for a certified sub-contractor.

When obtaining one or more substitutes for a certified subcontractor, a contractor shall make a good-faith effort to fulfill or exceed its original certified subcontractor utilization commitment or the contract goal(s) for the contract, whichever is greater. (Section 187.13 C.O.) The contractor shall document its good-faith effort by submitting complete, revised OEO Schedules 2 and 3 to the contracting department Director, through the Project Manager, with its request to the City for approval.

*Note :* The OEO shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

***Federally Funded Projects.*** For projects funded directly or indirectly by the federal government where the contracting department is responsible for monitoring Disadvantaged Business Enterprise ("DBE") participation, the department's monitoring unit shall perform the role otherwise performed by OEO. The supporting documentation for the evaluation and approval of an additional or substitute DBE subcontractor must be forwarded to OEO for information purposes. The department Director shall also submit any necessary supporting documentation with its request for Board of Control approval.

***Monitoring and Enforcement.*** The Project Manager shall, under direction of the department Director, verify that the contractor's subcontractor utilization complies with the Board of Control's subcontractor approval(s) by reviewing the contractor's documentation and by worksite visits. The presence on the Project worksite of any subcontractor not previously approved by the Board of Control shall be immediately reported to the department Director for action.

The Project Manager shall maintain copies of all verification records in the contracting department.

***Penalties for Non-Compliance.*** The Project Manager will document and report any findings of non-compliance with this Policy by a contractor to the contracting

department Director. The department Director will then submit a copy of the findings, and a recommendation for action or no action, to the Director of Law. If non-compliance with Chapter 187 C.O. is found regarding a certified sub-contractor, the department Director must also submit a copy of the findings to the Director of the OEO for determination of sanction(s) or penalty(ies) under that chapter and/or under the contract terms.

**Exhibit E: Sample Professional Services Agreement**

**PROFESSIONAL SERVICES AGREEMENT**

Between

**THE CITY OF CLEVELAND**

And

---

This professional services agreement, dated \_\_\_\_\_, 2016 is between the City of Cleveland ("City"), a municipal corporation of the State of Ohio, through its Director of Capital Projects ("Director"), under the authority of Ordinance No. XXXX-XX, passed by the Council of the City of Cleveland on \_\_\_\_\_ and \_\_\_\_\_ ("Contractor"), an Ohio \_\_\_\_\_ at \_\_\_\_\_, through its duly authorized officer.

**RECITALS:**

1. The City desires to supplement the regularly employed staff of the Department of Capital Projects in order to obtain the professional services necessary to perform various public improvement projects for the City of Cleveland.
2. Contractor has proposed to provide such professional services to the City in its letter dated \_\_\_\_\_, 2016.
3. The City finds Contractor's proposal acceptable and desires to hire Contractor to furnish such services under the terms, conditions and provisions contained in this Agreement.

Accordingly, the parties agree as follows:

**ARTICLE I:           SERVICES OF CONTRACTOR**

A.     General:

Contractor is hired to supplement the regularly employed staff of the Mayor's Office of Capital Projects to perform engineering and related services as needed.

B.     Scope of Work:

Contractor shall perform all tasks described or reasonably implied in the *Request for Proposals for the Professional Engineering and Related Service To Assist the Division of Architecture and Site Development With Various Public Improvements for the City of Cleveland*, issued by the City (the "RFP") and its proposal dated \_\_\_\_\_, 2016 attached as Exhibit "A."

C.     Standard of Work:

Contractor shall perform all work in connection with this Agreement in a manner consistent with accepted industry or professional standards. Contractor shall perform all tests and services using Ohio licensed, registered and/or certified technicians, engineers, surveyors when required by state law. Contractor bears the sole responsibility for the training, certification, and supervision of its agents, employees, and assigns.

**ARTICLE II:           ASSISTANCE OF THE CITY**

The City shall assist Contractor to the extent possible to reasonably carry out the intent of this agreement. The City shall provide access to and copies of all known documents related to the project at no cost to Contractor, however; the City does not guarantee the accuracy of any information contained in such documents. Contractor shall use reasonable engineering judgment and practices to verify any information provided by the City, in any form, before acting in reliance on such information.

Contractor shall immediately bring to the City's attention any discrepancies, errors, problems, or concerns discovered during reasonable

investigations that are material to the subject matter of this Agreement. Each party agrees to waive any claim against the other party based on, or arising out of, any information provided by the City that is incorrect or not in conformance with actual conditions.

**ARTICLE III: TERM**

The term of this Agreement begins upon execution of this Agreement and will continue, unless sooner canceled or terminated under the provisions of this Agreement until the Contractor's work is complete.

**ARTICLE IV: PAYMENTS**

A. Amount:

The City shall purchase the services provided by Contractor for a total amount not to exceed \$\_\_\_\_\_. Services shall be rendered on an on-call as-needed basis at the following hourly rate schedule provided in the Contractor's letter of \_\_\_\_\_, attached and fully incorporated as Exhibit F:

B. Payment:

The City shall pay Contractor after submission and approval by the Director of verified invoices. Each invoice must contain, at a minimum,

1. The current task, a list of all persons who have worked on that task, the dates covered, the actual hours expended, each persons' hourly rate and multiplier, and the total dollar amount attributable to each person;
2. Signed and approved copies of Contractor's and any sub-contractors current monthly timesheets for each person working under this Agreement for the period being billed. Absent or incomplete timesheets are grounds for the City to withhold payment.
3. A written report, with supporting documentation, of all payments received from the City up to the current date, including all payments made to subcontractors. Prior to submitting the first invoice, Contractor shall prepare and submit to the Director a

monthly cash flow schedule for itself and each subcontractor, based on planned work and the expected date(s) of completion.

- (i) Once project tasks are identified, contractor shall prepare and submit revised cash flow schedules as described above on a monthly basis for the duration of this Agreement. The revised schedules must address material changes from previous estimates and show the projected and actual payments to itself and its subcontractors.

Contractor shall submit a separate invoice to the City for each task or project in which it is engaged. Each invoice must be delivered to the City within 30 days after the completion of the task for which Contractor is billing the City. If the invoice is not approved, the City shall inform Contractor, within 30 days, as to the reasons and the corrective actions necessary to qualify the billing for approval. The City shall pay all invoices properly submitted by Contractor within 45 days of receipt.

C. Acceptance:

No approval given or payment made under this Agreement is conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made under this Agreement constitutes an acceptance of deficient or unsatisfactory work.

D. Reimbursable Expenses:

The City shall compensate Contractor for all out-of-pocket expenses incurred in furtherance of Contractor's performance, but in no circumstances may the City tender any payment to Contractor in violation of the City's Reimbursable Expense Policy, attached as Exhibit "D." All reimbursable expenses are included in, and not in addition to, the total contract amount above. Travel within the City limits shall not be reimbursed.

E. Additional Services

If Contractor performs additional services which are outside the scope of this Agreement, the City is not obligated to pay for such services unless the following conditions have been satisfied:

1. The submittal by Contractor to the Director of Capital Projects of a written notice prior to the initiation of additional services, including a cost estimate, detailed description of the services to be performed, and an assessment on the influence of the services on existing schedules or projects;
2. Prior approval by the City's Board of Control for the amending of this Agreement to include the proposed services and additional compensation, if requested;
3. Certification of additional costs, if any, by the City's Department of Finance;
4. A written contract amendment approved by the Director of Law; and
5. Final approval from the Director of Capital Projects in the form of a written notice to commence the additional services.

**ARTICLE V: CANCELLATION**

The City may cancel this Agreement at any time upon written notice to Contractor of such intent when either the progress or results achieved under this Agreement are unacceptable to the City.

If this Agreement is canceled by the City prior to completion, Contractor shall submit, within 10 days, a certified final progress report of the percentage of work completed prior to the date of cancellation, pursuant to Art. IV (B). The City shall pay Contractor for the work completed as certified in this report.

Notwithstanding any other provision of this Agreement, all records, documents, materials and working papers, digital files (in DWG- and Word-formats) prepared as part of the work under this Agreement will become and remain the property of the City. Upon any such cancellation, Contractor shall

turn over to the City all records, documents, working papers, computer disks of data and other materials which would be necessary, in the judgment of the City, to maintain continuity in progress of the work by another consultant.

**ARTICLE VI:           RIGHT TO INSPECT; AUDIT**

A.     Any authorized representative of the City shall, at reasonable times and with reasonable notice, have the right to inspect and examine all drawings, specifications, and technical documents that facilitate Contractor's performance of this Agreement. Further, the City has the right to audit, inspect, and examine the accounting and financial records for the services Contractor provides under this Agreement. These records include, but are not limited to, payroll, personnel records, payments of employee salaries and benefits, and records of payments made to subcontractors. Nothing contained in this section constitutes a waiver of the attorney-client privilege under Ohio law.

B.     Contractor shall keep and maintain all records related to the performance of this Agreement for a period of not less than three years following the date this Agreement is completed or terminated. Contractor shall store such records in a manner suitable to normal business practices.

**ARTICLE VII:           SUBCONTRACTORS**

A.     Contractor is responsible to the City for the acts or faults of any subcontractor and of such subcontractor's officers, agents and employees, each of whom will, for this purpose, be considered an agent or employee of Contractor. Contractor shall file a conformed copy of the applicable subcontract with the City. Any contract between Contractor and any subcontractor must include language to the effect that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due any subcontractor.

B. The City authorizes the following subcontractors to perform under this Agreement:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

C. Contractor shall not further sublet or subcontract, nor shall any subcontractor not named in this Agreement commence performance of any part of the work or services included in this Agreement without the previous written consent of the City.

**ARTICLE VIII: INDEMNIFICATION**

A. Generally

Contractor shall indemnify and save harmless, to the fullest extent permitted by law, the City and its respective offices, agents, and employees (Collectively, City) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, that may be based upon any injury to persons or property to the extent caused by the Contractor's negligent performance of professional services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable.

The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its members, employees, and subcontractors (Collectively, Contractor) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, that may be based upon any injury to persons or property to the extent caused by the negligent acts of the City and its respective offices, agents, employees under this Agreement and that of its subcontractors or anyone for whom the City is legally liable.

Neither the City nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

B. Trade Secrets and Other Protected Information

Contractor shall indemnify and shall hold harmless (including reasonable attorney fees) the City against all liability to third parties (other than liability solely the fault of the City) arising from or in connection with the violation of any third party's trade secrets, proprietary information, trademarks, copyright, patent rights, or other intellectual property rights in connection with the performance of services under this Agreement.

**ARTICLE IX: INSURANCE**

A. Generally:

Contractor shall obtain and maintain for itself, and require of its subcontractors, comprehensive general and professional liability insurance. Contractor shall adequately insure itself against the indemnification obligations undertaken above, with a minimum of one million dollars combined single limit for any claims that may arise from, or in connection with, its operations under this Agreement, naming the City as additional insured parties. Contractor alone shall be responsible for the enforcement of its subcontractors' insurance obligations.

B. Terms:

Contractor shall not alter, cancel, modify, or amend its insurance agreement in any way without providing the City with 30 days written notice, and shall immediately inform the City upon receiving notice of such changes from any insurer. The policy or policies acquired by Contractor and its subcontractors must be issued by insurance organizations authorized to do business in the State of Ohio, and must have an "A" rating or above by A.M. Best Company, or the equivalent. Any general liability policy held by Contractor and its subcontractors must be occurrence type; have a "per project" endorsement; and be primary with

respect to the holder's general liability, notwithstanding any other insurance covering the City. Any professional liability insurance must have limits of not less than two million dollars for any one incident, and if not written on an occurrence basis, must be maintained for a period of at least two years following the completion of this Agreement.

C. No Limitation on Liability

The limits of insurance specified above in no way constitute the upper limits of liability for which Contractor is responsible under this Agreement.

D. Copy of Insurance Policy

Upon request of the City's Director of Law, Contractor shall provide an exact copy of the policy or policies held for the purposes of this Agreement.

**ARTICLE X: STATE INDUSTRIAL COMPENSATION**

Contractor shall comply with the Workers Compensation Laws of the State of Ohio at all times during the term of this Agreement and pay any premiums that may be required under those laws. Contractor shall save the City harmless from any and all liability under Ohio's Workers Compensation laws.

**ARTICLE XI: SOCIAL SECURITY ACT**

Contractor is an independent contractor with respect to all services performed under this Agreement. Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities that are or will be imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Contractor on work performed under the terms of this Agreement.

Contractor shall obey all lawful rules and regulations and will meet all lawful requirements which are now or may be promulgated under the respective laws by any duly authorized state or federal official. Contractor further agrees to

indemnify and save harmless the City of Cleveland from any such contributions, taxes or liability.

**ARTICLE XII: INTEREST OF CONTRACTOR**

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement. Contractor shall not employ any person with such an interest in the performance of this Agreement.

**ARTICLE XIII: DEFAULT AND REMEDIES**

A. Contractor will default on this Agreement upon the happening of any of the following events:

1. If Contractor fails to observe or perform any of the covenants or agreements under this Agreement and such failure continues for a period of 10 days after written notice is given to Contractor by the City;
2. The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Contractor for its dissolution, reorganization or liquidation; (ii) a petition in bankruptcy by Contractor; (iii) an adjudication of Contractor as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors;
3. If Contractor abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, flood, war, strike, or other calamity beyond its control.

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

1. To enjoin any breach or threatened breach by Contractor of any covenants, agreements, terms, provisions or conditions;

2. To sue for the performance of any obligation, promise or agreement devolving upon Contractor for performance or for damages for the nonperformance of this Agreement, all without terminating this Agreement;

3. To terminate this Agreement; and

4. Without waiving the default, to pay any sum required to be paid by Contractor to subcontractors or other parties which Contractor has failed to pay. Contractor shall repay the City, on demand, any amount so paid, with an interest of 8% per year from the date of the City's payment.

C. All rights and remedies granted to the City in this Agreement and any other rights and remedies which the City may have at law and in equity are cumulative and not exclusive. The fact that the City exercises a remedy without terminating this Agreement will not waive the City's rights to later terminate or to exercise any other remedy granted or to which it is otherwise entitled.

D. If the progress of the services Contractor is performing under this Agreement is delayed in whole or in part, the extent of the services provided by Contractor may, in the opinion of the Director, be reasonably altered. Any such alteration for delay must be set forth in a written document signed by both parties, but in no circumstance may Contractor unreasonably withhold its consent. The City is not obligated to provide additional compensation for a delay in completion.

**ARTICLE XIV: ASSIGNMENT PROHIBITED**

A. Contractor shall not assign, transfer, convey, sell or pledge its rights or interest in this Agreement or any part of this Agreement, or any right or privilege created under this Agreement. Any purported assignment of this Agreement by Contractor is void. If Contractor attempts to assign any portion of the Agreement, the City is entitled to terminate this Agreement.

B. In the event the City seeks to terminate this Agreement due to the actions or inactions of the City or Contractor, the City may, upon obtaining appropriate legislation, assign the rights, duties or obligations described in this Agreement to another eligible party as allowed by law.

**ARTICLE XV: NOTICE AND PAYMENTS**

A. All necessary and proper notices to be served and payments to be made under this Agreement may be sent by regular mail, postage prepaid, to the following addresses or to such other address as either party may later designate for that purpose.

To the City: Original invoice –

Mark Duluk AIA, Chief Architect  
Division of Architecture  
& Site Development  
Mayor's Office of Capital Projects  
Cleveland City Hall, Room 517A  
601 Lakeside Avenue  
Cleveland, OH 44114

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Any notices and other communications to be delivered by either party to the other pursuant to this Agreement must be in writing and are deemed delivered as follows, except as otherwise specifically provided in this Agreement:

1. When personally delivered;
2. By Federal Express or other overnight courier service, or
3. When faxed, provided that faxed notices are confirmed within two days by another form of delivery described above.

**ARTICLE XVI:       REPRESENTATIONS AND WARRANTIES:**

A.     Each party to this Agreement represents and warrants to the other party as follows:

1.     They are not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict their right to enter and carry out this Agreement.
2.     Neither the execution of this Agreement nor the consummation of its transactions will constitute a breach under any contract or agreement to which they are a party or by which they are bound.
3.     They have made no false statements to the other party or any of its employees or agents in the process of obtaining this Agreement.
4.     They have the authority to execute this Agreement and perform their obligations under this Agreement.

B.     Contractor represents and warrants to the City the following:

1.     Contractor has not provided, attempted to provide, solicited, or accepted, directly or indirectly, any undue advantage or kickback for its own benefit or for the benefit of any other party.

C.     Contractor shall not provide, attempt to provide, solicit, or accept any such advantage during the term of this Agreement, and shall not include, directly or indirectly, the amount of an advantage into any billing or invoice.

D.     The parties shall fully disclose to one another, promptly upon its occurrence, any change in facts, assumptions or circumstances of which either party becomes aware that may affect the representations and warranties set forth above.

**ARTICLE XVII:     PARTNERSHIP; THIRD-PARTY RIGHTS**

This Agreement does not create any agency, partnership, co-partnership or joint venture relationship between the parties. Nothing contained or implied in this Agreement is intended to confer upon any person or entity, other than the named parties, any right or remedy under or by reason of this Agreement.

**ARTICLE XVIII.    EQUAL OPPORTUNITY**

This Agreement is a "contract," and Contractor is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio (1976). During the term, Contractor shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.22(b) C.O., attached as Exhibit C and made a part of this Agreement. A copy of this Clause must be made a part of every subcontract or agreement entered into for goods or services, and will be binding on all persons, firms and corporations with whom Contractor may deal.

**ARTICLE XIX.     CONFIDENTIALITY**

A.    The City's Information

The City's documents and data, in any form, remain the City's property. The City hereby authorizes Contractor to make use of the City's data as is appropriate solely for the performance of this Agreement. During the term of this Agreement, Contractor's employees and agents may be exposed to the City's proprietary and confidential information. Contractor agrees that its agents and employees shall neither use nor disclose to third parties such proprietary information without prior written permission from the City. All of Contractor's officers, employees, and agents shall adhere to this confidentiality obligation. However, this obligation shall not apply to information which is:

1.    Readily available to the general public in the form disclosed by the City;

2. Actually and demonstrably known by Contractor before being obtained from the City; or
3. Obtained or acquired by Contractor in good faith and not accompanied by an obligation of secrecy from a third party.

B. Permitted Disclosure

The provisions of this Article in no way restrict any disclosure by either party if such disclosure is pursuant to the law of the jurisdiction governing the matter, an order of any court or governmental agency, the rules or regulations of any governmental agency; or if either party in its judgment determines that such disclosure is necessary in order to comply with, or avoid violation of this section.

C. Public Records

Consultant acknowledges that this Agreement is subject specifically to the Ohio Public Records law and the Ohio Trade Secrets Act.

**ARTICLE XX. MISCELLANEOUS**

A. All terms and words used in this Agreement, regardless of the number and gender in which they are used, include any other number, singular or plural, and any other gender, as the context of this Agreement may require, as if such words were fully and properly written in the appropriate number and gender.

B. This Agreement represents the parties' complete and final writing and supersedes all informal understandings or oral agreements related to the subject matter of the Agreement.

C. No representation or warranty of any type is binding upon the City, unless expressly authorized in writing in this Agreement.

D. Without regard to its conflict of laws principles, the laws of Ohio govern all matters with respect to this Agreement, including torts. Any dispute

arising under or in connection with this Agreement or related to any matter which is the subject of the Agreement is subject to the exclusive jurisdiction of the state and federal courts located in Cuyahoga County, Ohio. Each party hereby waives any claim that any a legal proceeding (including any tort claim) brought in accordance with this section has been brought in an inconvenient forum or that the venue of that proceeding is improper.

Each party agrees that the exclusive choice of forum set forth in this section does not prohibit the enforcement of any judgment obtained in that forum or in any other appropriate forum.

E. Contractor is responsible for its own compliance with all applicable laws and regulations, including but not limited to, those relating to environmental protection, employee safety measures, applicable codes, rules and regulations. Contractor shall hold the City harmless from any liability, loss, cost or expense, including reasonable attorney's fees, arising out of its failure to comply with such laws and regulations.

F. In the event that any one or more of the provisions contained in this Agreement are, for any reason, be held to be invalid, illegal or unenforceable in any respect, such unenforceability will not affect any other provisions of this agreement. The Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained, unless the deletion of the provision or provisions would result in such a material change so as to make the performance of the Agreement unreasonable.

G. The headings of sections and paragraphs, if any, used in this Agreement are used for reference only, and in no way define, limit, or modify the scope or intent of any provision. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, will be deemed original, but such counterparts together constitute but one and the same

instrument. The following attached documents are incorporated with and made a part of this Agreement:

1. Exhibit A – Contractor’s proposal
2. Exhibit B - Ordinance No. XXXX-XX
3. Exhibit C - Equal Opportunity Clause, Section 187.22(b) C.O
4. Exhibit D - City's Reimbursable Expense Policy
5. Exhibit E – Board of Control Resolution XXX-XX
6. Exhibit F – Contractor’s Hourly Rate Schedule

In the event of conflict between this Agreement and Contractor's proposal, the terms of this Agreement will govern.

[The rest of this page is intentionally left blank]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date and year first written above.

**CITY OF CLEVELAND**

By: \_\_\_\_\_  
Matthew L. Spronz, Director  
Mayor's Office of Capital Projects

\_\_\_\_\_  
Date

**[CONTRACTOR]**

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

\_\_\_\_\_  
Date

Printed Name: \_\_\_\_\_

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

Taxpayer ID Number: \_\_\_\_\_

The legal form and correctness  
of this instrument is approved.

**BARBARA A. LANGHENRY**  
Director of Law

By: \_\_\_\_\_  
Dennis A. Matejka  
Assistant Director of Law

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

**Exhibit F: Authorizing Legislation (Pending)**

**Exhibit G: Consultant Selection Questionnaire**

# CITY OF CLEVELAND

Division of Architecture & Site Development  
Cleveland, Ohio

## CONSULTANT SELECTION QUESTIONNAIRE

DATE: \_\_\_\_\_

in response to RFP for \_\_\_\_\_

\_\_\_\_\_

This questionnaire is to be completed separately by the prime consultant and any major sub consultants who would be utilized. Sections that are not applicable should be marked as such.

### GENERAL

1. Name of Firm: \_\_\_\_\_

Contact Name: \_\_\_\_\_

E-mail address: \_\_\_\_\_

2. Telephone number: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Branch offices THAT MAY PARTICIPATE IN THIS PROJECT, address(es) and phone number(s)

5. Firm licensed to practice professionally in the State of Ohio? \_\_\_\_\_

6. Length of time in business: \_\_\_\_\_

7. Form of business entity (corporation, proprietorship, partnership, limited partnership, joint venture, other....explain)

8. State in which business is registered: \_\_\_\_\_

9. Firm taxpayer identification number(s) or social security number(s)

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10. The City requires you to carry adequate amounts of both Comprehensive General Liability and Professional Liability/Errors and Omissions Insurance coverage appropriate to the project. The City further requires you to obtain and to furnish to the City an endorsement {usually entitled "Additional Insured (Owner or Lessee)"} to the Comprehensive General Liability insurance naming the City as an additional insured under the policy. Please list the amounts of coverage you will carry for this project:

A. Comprehensive General Liability \_\_\_\_\_

B. Professional Liability/Errors and Omissions \_\_\_\_\_

The amount of insurance coverage carried will be considered, in light of the nature and size of the project, in evaluating your proposal.

11. Number of Employees:

	<b>CURRENTLY EMPLOYED</b>	<b>MINIMUM IN LAST 5 YEARS</b>	<b>MAXIMUM IN LAST 5 YEARS</b>
Architects (Registered)			
Architects			
Architectural Engineers			
Structural Engineers			
Electrical Engineers			
Civil Engineers			
Mechanical Engineers			
Draftsmen			
Designers			
Interior Designers			
Other			
<b>TOTAL</b>			

12. What specific professional services will be performed by the firm's regularly employed staff/consultants to the firm? Name firm and describe working relationship with proposed outside consultants:

	<u>IN HOUSE</u>	<u>SUB CONSULTANT</u>
Architectural Design	_____	_____
Mechanical Engineering	_____	_____
Electrical Engineering	_____	_____
Civil Engineering	_____	_____
Landscape Design	_____	_____
Structural Engineering	_____	_____
Interior Design	_____	_____

13. Name of principal proposed to be responsible for this project (attach resume).

\_\_\_\_\_

14. Name of project architect/engineer proposed to be assigned to this project (attach resume)

\_\_\_\_\_

15. Names and position of other key staff proposed to be assigned to this project (attach resume)

\_\_\_\_\_

16. Are your present commitments such that this project can be started without delay?

\_\_\_\_\_

**EXPERIENCE** (Separate sheets should be submitted for each item. Identify each sheet with item number and item title being addressed).

17. Experience (List client's name, project description, construction, construction cost, and services provided).

18. Please list names and descriptions of your projects which you feel best represent the planning/architecture/engineering capabilities of your firm which would qualify you to do this project.

**COST CONTROL AND PROJECT EXECUTION**

19. Do you perform in-house cost estimating? Identify the team member or sub-consultant that will be responsible for developing the estimates of probable cost for this project and his/her past experience.

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20. Describe the cost control and estimating system you would use in the development of this project.

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20. Provide a list of five (5) projects completed in the last two (2) years with contact information that would demonstrate your cost estimating abilities.

1

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2

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3

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4

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5

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**OTHER**

21. What special advantages does your firm offer the client (expertise, size or other features)?

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22. List five (5) client references for whom you have worked in the past five (5) years with current telephone numbers:

1

---

2

---

3

---

4

5

23. List any projects completed for the City of Cleveland or for other Ohio government agencies in the last five (5) years:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. Has there been any civil litigation brought against your firm and/or any felony criminal proceedings against any principal of the firm in the last five (5) years? \_\_\_\_\_

If yes, attach a separate sheet to explain.

\*\*\*\*\*

The aforementioned responses are true and accurate.

\_\_\_\_\_  
Signature of authorized party

\_\_\_\_\_  
Print Name and Title