

REQUEST FOR PROPOSALS
FOR PUBLIC SQUARE FIBER INSTALLATION
FOR THE CITY OF CLEVELAND/DEPARTMENT OF FINANCE
DIVISION OF INFORMATION TECHNOLOGY & SERVICES



CITY OF CLEVELAND
Mayor Frank G. Jackson

Issued by the Department of Finance

RFP No.

Schedule of Critical Dates:

- | | |
|--|----------------------------------|
| 1. Proposal is Due at Information Technology & Services: | February 18, 2016 at 3:00 PM EST |
| 2. Pre-Proposal Proposer Conference: | January 22, 2016 at 3:00 PM EST |
| 3. Last Day to Submit Provider Questions: | January 27, 2016 at 3:00 PM EST |

LATE PROPOSALS WILL NOT BE ACCEPTED

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Contents of this Document

This RFP document is comprised of an Executive Summary and Background, RFP Analysis Requirements, RFP Guidelines, Professional Services Requirements, Terms and Conditions, and several associated appendices for required forms and cost proposals. This document contains requirements identified by the City at this time. However, vendors are encouraged to identify any additional requirements or functions that may be addressed by their solution.

Appendix A **Proposal Checklist**

Appendix B **Vendor Client References Form**

Appendix C **Intent to Propose Form**

Attachment #1 **NOTICE TO BIDDERS & OEO SCHEDULES**

- SCHEDULE 1: PROJECT CONTRACT INFORMATION**
- SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**
- SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR**
- SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR UNAVAILABILITY/IMPRACTICALITY CERTIFICATION**

Attachment #2 **APPLICATION FOR CERTIFICATION AS A JOINT VENTURE**

Attachment #3 **NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE**

Attachment #4 **NON-COMPETITIVE BID CONTRACT**

VENDORS **MUST** REVIEW, COMPLETE AND SIGN THE CITY OF CLEVELAND CONTRACT COMPLIANCE FORMS (**ATTACHMENT #1 THROUGH #4**)

THESE FORMS MUST BE COMPLETED, SIGNED AND SUBMITTED AS PART OF THE VENDOR PROPOSAL.

THE VENDOR MAY ALSO BE ASKED TO RE-SUBMIT THESE FORMS UPON REQUEST BY THE CITY. PROPOSALS WITH INCOMPLETE OR INACCURATE INFORMATION OR OMITTED FORMS MAY RESULT IN DISQUALIFICATION OF THE VENDOR FROM THE RFP PROCESS.

MINORITY FIRM PARTICIPATION. THE CITY OF CLEVELAND HAS GOALS REGARDING EQUAL OPPORTUNITY AND THE INCLUSION OF MINORITY BUSINESS ENTERPRISE (MBE) FEMALE BUSINESS ENTERPRISES INVOLVEMENT. **THE GOALS FOR THIS PROJECT ARE AT LEAST 15% MBE AND 5% FBE INVOLVEMENT.** WHILE THESE ARE GOALS AND ARE NOT GROUNDS FOR DISQUALIFICATION, COMPLIANCE MAY BE A FACTOR IN THE FINAL SELECTION DECISION.

1 EXECUTIVE SUMMARY

THIS EXECUTIVE SUMMARY DEFINES THE 1) BACKGROUND HISTORY 2) RFP SCOPE AND OBJECTIVES, 3) CITY REQUIREMENTS, AND 4) OTHER GENERAL INFORMATION OF THE REQUEST FOR PROPOSAL.

1.1 Background History

AS PART OF THE effort to complete the rebuild of Public Square, The Department of Finance, Division of Information Technology and Services is seeking a vendor to provide fiber, fiber installation, fiber terminations, testing and equipment racks and interface panels necessary to provide connectivity from the 205 W. St. Clair Building, 4th floor Computer Room to the lower level of the Café vault located on Public Square across from Tower City. Below the Café will be the vault area for termination of the main fiber run from the 205 building and associated interface panels. Additional fiber installation will originate from the vault area going around and through Public Square pull boxes and hand hole locations required to support video cameras and wireless access points.

The City of Cleveland, Department of Finance, located in Cleveland, Ohio hereinafter referred to as “the City” cordially requests responses from parties, hereinafter referred to as “vendors” to this Request for Proposal (RFP), to provide the professional services necessary to complete the various tasks necessary for the complete and tested fiber infrastructure further defined in this document.

Prints will be made available at the mandatory pre-proposal meeting indicating specific internal pole and split pull box locations. Information related to fiber routing paths, manholes and distances will also be available. A walk through of the 205 Building and the path to the Public Square facilities can be scheduled.

1.2 RFP Scope and Objectives

The scope of this project is to provide a fully installed and tested fiber infrastructure that will allow connectivity from the 205 W. St. Clair Building, 4th floor Computer Room to Public Square to support wireless access units and video cameras. All required conduit runs will be in place to support the installation of the required infrastructure. The infrastructure will need to be completed by May 30, 2016.

1.3 2.3 Other General Information of the Request for Proposal

The vendor is expected to produce a weekly status report to the Program Management Office (PMO) located in Information Technology and Services, 4th floor of the 205 West St. Clair Building. The report should contain progress by identified task and any issues that need to be resolved. Meetings will be scheduled as needed.

2 Proposal Submission Timeline

The following timeline will be strictly followed. All materials and communications regarding this activity are to be directed to the contact list below. Calls not directed to the PMO will not be returned. Also, all responses and any other documentation must also be sent to the contact listed below. The City will make a best effort to respond quickly and address all questions presented in a timely manner.

- **Bid Listed on the City Website: January 11, 2016**
- **Vendors notified of RFP on Website: January 12, 2016**
- **Pre-Proposal Meeting: 9:00 AM EST, January 22, 2016**
- **Intent to Bid Due Date: 3:00 PM, January 15, 2016**
- **Proposal Due Date: 3:00 PM EST, February 18, 2016**

Planned Award Date: April 8, 2016

Submit Proposal to: Cynthia Thomas
Department of Finance
Information Technology Services
205 West St. Clair, 4th Floor
Cleveland, Ohio 44113

Submit: 1 printed, signed original proposal
4 copies of original proposal
1 printed, signed original fee proposal
1 copy of contingency fee structure proposal
1 CD-ROM containing an Electronic version of the
Proposal and any supporting documentation (MS Word
Format document file)

3 Request for Proposal (RFP) Guidelines

The RFP Guidelines section defines the 1) Selection Process, 2) Process for Entering into Agreement, 3) Schedule of Events, 4) Contracts and RFP Submission Requirements, 5) Proposal Format, and 6) Vendor Selection Criteria.

3.1 Selection Process

The City selection team as identified by the PMO will review and evaluate all properly submitted Proposals that are received on or before the deadline. The evaluation team will then select the “Most Advantageous Proposal, taking into consideration the evaluation factors set forth below, (there is no significance to the order listed):

- Timely and correct submission of the Intent to Propose Form
- Content, completeness, and accuracy of submitted proposal
- Advantages and disadvantages to the City which could result from the Proposal

- The fee structure proposed by the Vendor
- Evidence of a clear understanding of the Scope of Services by the Vendor
- The reputation of the vendor's support team and the quality of services proposed which satisfy
- The City's business requirements
- Vendor's fiber infrastructure implementation experience
- Vendor's proposed team qualifications and client references
- Soundness and comprehensiveness of the Vendor's approach
- Vendor's timeline to complete the proposed project
- Additional evaluation criteria as determined by the City's evaluation team

At any time, the City reserves the right to ask for additional information and clarification from or about any or all of the Vendors proposing.

The City will first review, rate and rank each proposal response to establish a "short-list" of finalists for further review and consideration. Those selected as finalists may be required to:

- Provide contact names for at least three (3) of the Vendor's clients where the City can verify the quality and timeliness of work performed for prior installations.

Note: No contact should be made to any City personnel regarding this RFP without direct consent of The Program Office. Direct contact made to any City of Cleveland personnel without proper authorization may result in disqualification of the Vendor from the selection process.

3.2 Process for Entering into Agreement

The Vendor whose proposal is found to be the "Most Advantageous" to the City will be selected and offered the opportunity to enter into an Agreement with the City. The scope, terms, and conditions of that agreement shall be in conformance with the terms, conditions, and specifications described in this RFP and the proposal submitted by the Vendor shall become part of the Agreement with the City.

The Vendor must be prepared to immediately begin contract negotiations upon notification of selection. If the Vendor is not able to begin contract negotiations, the City may disqualify the Vendor. The City reserves the right to negotiate the contract to include any portion or portions of the proposal.

The City of Cleveland shall not be responsible for any costs incurred in relation to preparation of the proposal, travel to any information meetings or any other charges in relation to opportunity cost for their efforts.

The City reserves the right to reject all proposals.

The City desires that the installation commence as soon as possible after a City professional services contract is executed. To that end, the vendor should state whether or not it can begin work within 15 days (15) after the professional services contract is executed. If the vendor cannot meet the deadline, an estimated date of commencement of services should be stated along with an explanation of the reasons for the delay.

Note: The Law Department must approve the recommended "vendor of choice" agreement. The Law Department will need the Contact Person to negotiate the final terms and conditions. Vendor responses should include this information. The Law Department can only sign off after all required terms and conditions are incorporated into a "City" contract. The City uses their own contracts and not standard vendor contracts.

3.3 Schedule of Events

The following is the proposed schedule of the major steps in the RFP process. The City reserves the right to modify this schedule as needed based on unforeseen events.

1. City Ordinance Approved
2. RFP distributed to prospective Vendors by January 11, 2016
3. Intent to propose form due to the City by 3:00 PM EST January 15, 2016
4. Mandatory Vendor Pre-Proposal Meeting at 9:00 AM EST January 22, 2016
5. Vendor proposals due to the City by 3:00 PM EST February 18, 2016
6. Preferred Vendor chosen and notified by February 26, 2016
7. CRC Approves Award March 8, 2016
8. Board of Control Reviews Selection for Approval April 6, 2016

Note: *Mandatory Pre-Proposal Meeting – A pre-proposal meeting is scheduled from 9:00 AM till 10:30 AM, January 22, 2016, to be held at the 205 W. St. Clair Building, 3rd Floor Conference Room 306 to assist all proposing Vendors with answering questions and concerns prior to submitting their proposal.

3.4 Contracts and RFP Submission Requirements

For Vendors who desire to submit proposal will find an Intent to Propose form provided in Appendix C. The form must be returned to the City by 3:00 PM EST on January 15, 2016. The purpose of this form is to assist the City in knowing who will be proposing on the project.

All questions regarding the content of this document should be received no later than 3:00 PM EST

On January 27, 2016 and should be directed to:

Attn: Cynthia Thomas

Department of Finance

Information Technology and Services Division

205 West St. Clair, 4th Floor

Cleveland, Ohio 44113

Telephone (216) 664-2886

E-Mail CThomas@city.cleveland.oh.us

An addendum of questions asked by proposing Vendors along with the responses will be sent via E-Mail to each proposing Vendor on February 5, 2016.

All final proposals must be submitted no later than 3:00 PM EST, February 18, 2016.

Late submittals will not be accepted. Each Vendor must submit the following items:

- 1 printed, signed original proposal
- 5 copies of original proposal
- 1 printed, signed original contingency fee structure proposal
- 1 copy of contingency fee proposal
- 1 CD-ROM containing an Electronic version of the Proposal and any supporting Documentation (MS Word format document file)

The contingency fee proposal must be submitted in a separate sealed envelope from the proposal and the copy of the fee proposal should be in separate sealed envelopes.

Vendors submitting proposals in response to and consistent with this Request for Proposal must submit their completed proposal to:

Attn: Cynthia Thomas
Department of Finance
Division of Information Technology and Services
205 West St. Clair, Fourth Floor
Cleveland, Ohio 44113
Telephone Number (216) 664-2886
E-Mail: cthomas@city.cleveland.oh.us

3.5 Proposal Format

The Vendor's shall develop a written response to this Request for Proposal. The written response should be structured to show a clear understanding of the Scope of Services. The following sections provide the required format that the RFP responses must follow to be considered during the evaluation process:

- Section I Management Letter
- Section II Vendor Background
- Section III Vendor Client References
- Section IV Vendor Proposed Professional Services Scope
- Section V Response to Requirements and Deliverables
- Section VI Contingency Fee Proposal

Section VII Vendor Relationships and Agreements

3.5.1 Section I - Management Letter

Include a letter outlining the contents of the response. A statement of commitment and an indication of the level of involvement of the Vendor should also be included in this section. In addition, include a statement regarding prior experience with fiber installations with past customers.

An authorized representative of the firm should sign the cover letter to validate the contents of the response. All information contained within the response may be part of the final contract.

3.5.2 Section II - Vendor Background

Clearly provide an understanding of background information about the Vendor. Identify all members of the proposing team and the minimum qualification for their jobs. A copy of the resumes and qualifications of each member of the proposing team should be included in this section. The Vendor must identify a contact person including the name, address, telephone, E-Mail address and fax number. In addition, the legal nature of the Vendor (sole practitioner, association, prime with subcontractors, etc.) should be stated in this section. Identify any MBE/FBE participants and the proposed share of participation.

3.5.3 Section III - Vendor Client References

Each proposing Vendor must provide references, which may be contacted concerning the Vendor's performance in past fiber installations. References must include the contact names, addresses, E-Mail address and telephone or fax numbers. The proposing Vendor should provide a list of the firm's (5) largest clients. References should have received the same or similar services as those proposed to the City. If the proposing Vendor must set up the reference call, please note this requirement in the proposal. Vendors must provide reference information to answer the questions in Appendix B.

3.5.4 Section IV - Vendor Proposed Professional Services Scope

The primary Vendor must describe their approach to completing the installation of the fiber and hardware racks required to satisfy the Professional Services Scope (support services and technical requirements) listed in Section IV of this document.

3.5.5 Section V - Response to Requirements

The primary Vendor must respond to each requirement detailed in Section IV and V of this RFP.

3.5.6 Section VI - Fee Proposal

The proposing Vendor must submit a fee structure that includes labor and material charges required to meet the scope of this project. **The fee portion of the proposal shall be submitted in a CLEARLY MARKED, SEALED envelope SEPARATE from the remainder of the proposal. One original signed fee proposal and four copies are required for submission.**

3.5.7 Section VII - Vendor Relationships and Agreements

Provide a list of Vendor relationships, affiliates and partnership agreements with other potential service Vendors. If a vendor is partnering with other vendors, full disclosure is required.

4 Vendor Selection Criteria

Proposal will be evaluated by assigning point values to required items in each Vendor's proposal. The maximum point value that a vendor can achieve is (100) points. Point values will be assigned based on the following criteria:

Soundness and Comprehensiveness of Vendor's Ability to Satisfy City's:

4.1 Business Requirements: 30 Points

Vendor's understanding and fulfillment of the requirements of this request for proposal as primarily reflected in the response to Section IV and V – Vendor Proposed Professional Services Scope, and response to requirements.

4.2 Fee structure: 30 Points

The pricing structure as presented in Section VI.

4.3 Capability of Vendor(s) to Fulfill City's Needs: 20 Points

The Vendor(s) ability to perform the required service competently and expeditiously as indicated by the workload; availability of necessary personnel, equipment, and facilities; experience in fiber infrastructure, Vendor financial stability, etc. Also, vendor client references and background will be evaluated.

4.4 Professional Qualifications of Assigned Personnel: 10 Points

The competence and qualifications of the personnel to perform the required service as indicated by technical training and experience.

4.5 Percentage of Participation by Minority and Female Business Enterprises: 10 Points

The percentage and effective incorporation of minority and female business enterprise involvement will be assessed.

5 Professional Services Scope

Vendor should provide a through explanation and a description detailing their approach to services for the following fiber infrastructure to be installed from the 205 W. St. Clair Building, 4th floor Core Room to the Café Vault area of the rebuilt Public Square and to eight internal light poles that will support camera installations. Additional runs of fiber will be installed from the Café vault area on Public Square through the installed conduit and split pull boxes around the perimeter and through the center road area of the Square.

City Project Scope		Vendor Compliance/Responses		
Task #	Task Description	Yes	No	Comments/Exceptions
1.	Prepare 205 Building wire closets by core drilling for a 4" conduit install through each floor from basement to 4th floor. Conduit needs to be sleeved between floors to protect fiber install; it is not a continuous conduit run from the basement to the 4th floor.			
2.	Install inter duct from basement to Core Room to fully protect the Fiber cable.			
3.	Verify path from 4th floor wire closet across ceiling into the Information Technology Core Room - required for the fiber installation.			
4.	Include a terminating panel that can be rack-mounted in the Core Room's existing equipment racks.			
5.	Verify path from the South basement wall of the 205 Building to the Public Square Café vault area will allow for the installation of a 96 Strand Single Mode OSP Fiber and 12 AWG copper tracer wire. The City has established a tie into the new conduit infrastructure running along the West side of Public Square which interfaces to the existing GCRTA			

	manhole (marked COMMUNICATIONS) on Rockwell that provides access to the 205 Building. Check for any required installation approvals that may be required.			
City Project Scope		Vendor Responses		
Task #	Task Description	Yes	No	Comments
6.	Order approximately 1300' of 96 Strand Single Mode OSP Fiber and 12 AWG copper tracer wire needed for the fiber run from the 205 Building ITS Core Room to the Café vault on Public Square. Also include a jet line in the conduit for future fiber pulls. Verify actual cable length required.			
7.	Order approximately 17,500' of 12 Strand Single Mode OSP Fiber that will run from the Vault area around and through the Public Square installed conduits and split pull boxes. Half of the pull boxes contain high voltage connects for CPP and the half marked "Cleveland" is reserved for low voltage fiber cables. Verify actual cable length required.			
8.	Order appropriate sized equipment rack(s) and termination panel(s) for the vault area for termination of the 96 Strand Single Mode OSP Fiber and various 12 Strand Single Mode OSP Fibers that will originate from the vault area. Although the City will provide any additional interface equipment required for production, the racks need to be of sufficient size to allow for City hardware installation.			
9.	Install the 96 Strand Single Mode OSP Fiber from the 4th floor Core Room to the Café Vault on Public Square terminating both ends with appropriate connectors and terminating the fiber in the panels at each end of the run. Starting at the South wall			

	include a 12 AWG copper tracer wire and a Jet Cord for future fiber pulls. Ensure all fire and electrical standards are fully implemented.			
10.	Test each strand with an OTDR and OLTS meter and document DB loss per connection.			
City Project Scope		Vendor Responses		
Task #	Task Description	Yes	No	Comments
11.	Document and label with printed labels, all connects in the termination panels.			
12.	Install multiple runs of 12 Strand Single Mode OSP Fiber to each of the split pull boxes around and through the road area of Public Square dropping four strands in a watertight coupler panel at each box. Include a Jet Cord between pull boxes. Provide water proof fiber terminations as needed and terminate all fibers in the panel in the Café vault area.			
13.	Test each strand with an OTDR and OLTS meter and document DB loss per connection.			
14.	Document and label with printed labels all connects in the Public Square infrastructure running from the Café Vault around the Square.			
15.	Install 12 Strand Single Mode OSP Fiber from the Café Vault to each of the eight identified internal light poles that will be used to mount cameras. Twelve of the available fibers will need to be terminated at the pole location in a watertight termination panel on the pole where cameras or other equipment will be mounted. Hand holes are available to install the fiber from the Café Vault to			

	the internal poles. All fiber terminations will be waterproof and each light pole run will include a 12 AWG copper tracer wire and a Jet Cord for future fiber pulls.			
16.	Test and document as described in item 10 and 11.			
17.	The vendor will supply all Fiber Optic connectors, conduit pieces, panels, interfaces, face plates, cable protection, watertight connector housings, Jet Cord, splice cases, as needed and lifts and bucket trucks as required for the installation.			
18.	Work will be performed during normal working hours 7:00 AM to 3:30 PM, Monday through Friday.			

Note: Conduit runs required for the project have already been installed by the City of Cleveland.

6 Terms and Conditions

The Terms and Conditions, substantially in the form contained herein, shall be required and included in the Agreement between the City of Cleveland and the successful Vendor. Please review for compliance. No specific response to this section is required. This will be discussed at contract award time.

6.1 Term

The term of this Agreement shall commence on _____, 20____ and shall expire on or before _____, 20_____.

6.2 Subcontracting

None of the services covered by this Agreement shall be subcontracted, except as set forth in Section 1 hereof, without the prior written approval of the City of Cleveland. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of the Agreement.

6.3 Assignment

The Vendor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or notation, without the prior written consent of the City of Cleveland.

6.4 Compliance with Laws and Policies

This Agreement is subject to, and Vendor shall comply with, all statutes, ordinances, regulations and rules of the Federal Government, the State of Ohio, the County of Cuyahoga and the City of Cleveland.

The Vendor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of small, minority (MBE) and female business enterprises (FBE). This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitation and dividing large contracts into smaller contracts when economically feasible.

6.5 Hold Harmless

The vendor shall protect, defend and hold harmless the City of Cleveland from any and all loss, claims, expenses, actions, cause of action, costs, damages and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Vendor, its agents, employees, licensees, invitee, that result in injury to persons or damage to property.

6.6 Indemnification and Insurance

A. The Vendor shall indemnify and save harmless the City of Cleveland and its respective officers, agents, and employees from and against all suits or claims, loss, cost, damages, expense, and liability that may be based upon any injury to persons or property arising out of an error, omission, or negligent act of violation of Federal or State Law by firm or its subcontractor; and Firm shall, at its own expense, defend the City in all litigation, pay all attorney fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City or any of its officers, agents or employees, arising out of such litigation.

B. The Vendor, at its sole cost and expense, shall procure and maintain Workers Compensation insurance coverage during the term of this Agreement. A copy of a document evidencing such

Workers Compensation coverage shall be furnished to the City of Cleveland prior to commencement of services by the Vendor under the Agreement.

C. The Vendor, at its sole cost and expense, shall procure and maintain at all times during the term of the Agreement, Professional Malpractice Insurance in an amount of not less than One Million Dollars (\$1,000,000). The City of Cleveland shall be named as an additional named insured.

The Insurance policy required hereunder shall contain a special provision providing that the City, through its Director of Law, shall receive (30) days' notice prior to any cancellation or reduction of the insurance afforded by the policy.

Upon execution of an Agreement, the Vendor shall provide the Director of Law with a certificate evidencing the insurance required above. Such document shall, as to form, coverage, and character, be satisfactory to the Director. If at any time the coverage, carrier, or limits of the policy shall become unsatisfactory to the Director, the Vendor shall, forthwith, provide a new policy meeting the requirements of the Director.

D. The Vendor shall carry during the performance of the Agreement and shall keep in full force, Professional Liability Insurance in an amount not less than the amount of the signed contract.

E. The Vendor shall furnish to the City of Cleveland, Certificates of Insurance certifying the above types and amounts of insurance. Such Certificates shall include a Notice of Cancellation clause with notification being sent to the City of Cleveland.

6.7 Force Majeure Clause

The Vendor shall not be charged with default nor the City be held liable because of delays in completion of the work or payment therefore due to any of the following:

- a) Acts of the Federal Government, including controls or materials, equipment, tool or labor essential to completion of the work by reason of war, national defense or any other national emergency.
- b) Changes in the method of performing work covered by the contract, upon order of the City to the extent that any delay is the direct result of any such change.
- c) Causes not reasonably foreseeable by the parties of this contract at the time of the execution of the contract, which are beyond the reasonable control of, and through no fault or negligence of, the Vendor or the City. This shall include, but not be restricted to, acts of God or the public enemy, freight embargoes and court actions; acts of another Vendor in the performance of some other contract with the City, fires, floods, epidemics, quarantines and strikes; weather of unusual severity such as hurricanes, tornadoes and cyclones; nuclear radiation or radioactive contamination; and other like factors of unusual severity which directly affect or prohibit work under the contract.

6.8 Conflict of Interest

No officer, employee or agent of the City of Cleveland who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Vendor or in this Agreement and the Vendor shall take appropriate steps to assure compliance.

The Vendor agrees that it will not contract with any Sub-Vendor in which it has any personal financial interest, direct or indirect. The Vendor further covenants that in the performance of the Agreement, no person having any conflicting interest shall be employed.

6.9 Non-Exclusive Contract

This is a non-exclusive contract and the City may purchase the same or similar item(s) from other Vendors at any time during the pendency of this contract.

6.10 Disputes

Both the City and Vendor agree to make every reasonable effort to resolve disputes. Any dispute may be brought forward by either party to the other in the form of a written Notice of Dispute. Such notice shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. Such notice shall also include any proof to substantiate any dispute and a means by which to resolve the dispute in the best interest of both parties. Such Notice of Dispute shall be forwarded in writing to the following representatives of the parties as follows:

A maximum of ten working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step.

STEP 1

For the City, the City's Chief Information Officer, or his/her designee. For the Vendor, the Vendor's authorized designee.

If an agreement cannot be reached, the dispute should be elevated to Step 2.

STEP 2

For the City, the City's Director of Finance, or his/her designee. For the Vendor, the Vendor's authorized designee.

These representatives shall communicate with each other to readily resolve items in dispute. Nothing herein shall preclude either party from pursuing its remedies available at law.

6.11 Reports, Information and Billing Analysis

The Vendor, at such times and in such form as the City of Cleveland may require, shall furnish the City of Cleveland such reports as may be requested pertaining to the services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Vendor shall retain all financial and administrative records for a period of **seven years** after the expiration or termination of this Agreement, and shall permit the City of Cleveland or any of its representatives or auditors access to such records.

6.12 Proprietary Materials

The City of Cleveland acknowledges that in the course of performing services, the Vendor may use products, materials or proprietary methodologies. The City of Cleveland agrees that it shall have or have obtained no right in such proprietary products, material and methodologies except pursuant to a separate written agreement executed by the parties.

The Vendor acknowledges that in the course of performing services for the City of Cleveland, the materials and information obtained, used and/or produced for the City of Cleveland are the exclusive properties of the City of Cleveland and may not be disseminated in any manner without prior written approval of the City of Cleveland.

6.13 Warranty

The Vendor agrees that at the expiration or in the event of any termination of this Agreement, that any data, research, reports, and other similar items produced in connection with this Agreement shall become the property of the City of Cleveland and Vendor shall promptly deliver such items to the City of Cleveland. Vendor may retain a copy of such items.

The Vendor warrants that the services to be provided by it hereunder will be performed in a good, timely and professional manner by qualified staff and in accordance with generally accepted professional standards. The Vendor further warrants that the design and recommended solution are workable and capable of meeting the Project Objective.

6.14 Confidentiality

The Vendor, its agents and employees will keep and retain any and all information and records generated under this Agreement in strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City Chief Information Officer. The Vendor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Vendor, its agents and employees.

6.15 Termination

The City of Cleveland may terminate this Agreement by giving thirty (30) days notice in writing from the City of Cleveland to the Vendor. If this Agreement is terminated by the City of Cleveland as provided, the Vendor will receive payment for materials and labor provided to the city up to that termination date of the contract.

In the event that the Vendor should materially breach the terms and conditions of the Agreement, and such material breach shall not have been cured within ten (10) days after the Vendor's receipt from the City of written notification specifying such material breach then, in such event, the City may either withhold payments then due to the Vendor, or may terminate this Agreement upon written notification, and/or seek any right or remedy available at law, or in equity. The City shall also have the following rights and remedies, which may be exercised singularly or in combination.

- a) The right to procure other services as substitutes for services procured from the Vendor hereunder, or to perform such services itself, and recover direct damages from the Vendor incurred in obtaining and/or performing such services.
- b) The right to recover direct damages incurred, in excess of any damages recovered pursuant to this section, as a result of the defaulting party's failure to perform.

In the event that the City should choose to withhold payment, the City shall, in writing, notify the Vendor of the reasons for such action and of the conditions precedent to the resumption of payment to the Vendor. In no event will any payment pursuant to this section exceed the compensation provided for herein.

The Vendor shall have the right to terminate this Agreement in the event that the City should materially breach in its fulfillment of the terms and conditions of this Agreement, and such material default shall not have been

cured with thirty (30) days after the City's receipt from the Vendor of written notification specifying such material breach.

In the event that this Agreement is terminated by either party, the Vendor will provide the City with all work in progress, as is, as of the date of termination.

6.16 Contract Documents

In the event of a conflict or variance between any of the documents comprising the Contract, such conflicts or variations and interpretations shall be resolved by giving precedence in the following order:

- a. The Agreement scope, terms, and conditions
- b. The RFP
- c. The Proposal

6.17 Independent Contractor

The Vendor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City of Cleveland. Vendor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, Vendors and Sub-Vendors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City of Cleveland and Vendor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City of Cleveland, nor shall any such person be entitled to any benefits available or granted to employees of City of Cleveland.

6.18 Notices

This Agreement requires that all notices, approvals, authorizations, waivers, instructions or determinations shall be effective only when given in writing and signed by the Director of the Department or the Director's authorized designee.

This Agreement requires that all notices shall be personally server or sent by certified mail, postage prepaid and return receipt requested, addressed to the parties:

To City of Cleveland:

Director of Finance, Sharon Dumas
Cleveland City Hall
601 Lakeside Avenue
Cleveland, Ohio 44114

To Vendor:

6.19 Waiver

This Agreement shall be construed in a manner that a waiver or any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

6.20 Law to Govern

The Agreement is entered into and is to be performed in the State of Ohio. City of Cleveland and Vendor agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of the Agreement.

6.21 Amendment

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

6.22 Entirety

This Agreement and the exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modification concerning this Agreement shall be of no force and effect.

6.23 Severability

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

7 Appendices

7.1 Appendix A – Proposal Checklist

7.2 Appendix B – Vendor Client References

7.3 Appendix C – Intent to Propose Form

8 Attachments

8.1 Attachment #1 NON-COMPETITIVE BID CONTRACT

8.2 Attachment #2 NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

8.3 Attachment #3 NOTICE TO BIDDERS & OEO SCHEDULES

SCHEDULE 1: PROJECT CONTRACT INFORMATION

SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

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

8.4 Attachment #4 APPLICATION FOR CERTIFICATION AS A JOINT VENTURE

Cleveland Department of Finance
 Program Management Office of the Chief Technology Officer
 Citywide Utilities Billing Analysis and Cost Recovery Assessment

Appendix A – Proposal Checklist

Please include this proposal checklist with your submission to ensure that you have completed all required portions of the proposal. Incomplete submissions may be disqualified.

PROPOSAL CHECKLIST (complete and included with the Proposal)			
Area	Form	Description	Included? (y/n)
Section I	N/A	Management Letter	
Section II	N/A	Vendor Background	
Section III	Appendix B	Vendor Client References Form	
Section IV	N/A	Vendor Proposed Professional Services Scope	
Section V	N/A	Response to Requirements	
Section VI	N/A	Contingency Fee Proposal	
Section VII	N/A	Vendor Relationships and Agreements	
	N/A	Most Recent Audited Company Financial Statements	
	Appendix A	Completed Proposal Checklist	
	Appendix C	Intent to Propose Form	
	Attachment #1 – OEO Form	Schedule 1 Employment Report	
	Attachment #1 – OEO Form	Schedule 2 Schedule of Minority and Female Participation	
	Attachment #1 – OEO Form	Schedule 3 Statement of Intent to Perform as a Subcontractor	
	Attachment #1 – OEO Form	Schedule 4 Application for Certification as a Joint Venture	
	Attachment #1 – OEO Form	Schedule 5 MBE/FBE Inability/Unavailability Certification	
	Attachment #2	Northern Ireland Fair Employment Practices Disclosure	
	Attachment #3	Non-Competitive Bid Contract Statement	

Cleveland Department of Finance
Program Management Office of the Chief Technology Officer
Citywide Utilities Billing Analysis and Cost Recovery Assessment

Appendix C – Intent To Propose Form



City of Cleveland
Department of Finance

Intent to Propose

Project: Citywide Billing Analysis and Cost Recovery Assessment

Date: _____

It is the intention of _____ to submit a proposal on the above project for the City of Cleveland. We accept the terms, conditions, and proposal guidelines. Our proposal will be submitted no later than Noon EST, October 25, 2002.

Signed:

Signature

Printed Name

Date

Title

Requested By: _____
(Department/Office)



**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2015
(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 2015 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, 2013 and December 31, 2014 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, 2013 and December 31, 2014 that totaled in excess of \$1,000.00.

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.