



City of Cleveland
Frank G. Jackson, Mayor

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

March 11, 2016

Dear Invited Proposer:

The City of Cleveland (City), Department of Public Utilities (DPU) is soliciting proposals from qualified firms interested in providing general engineering services for the Divisions of Water (CWD) and Water Pollution Control (WPC).

These services are needed to assist CWD/WPC staff. Tasks may require services such as design, plan review, planning, project and construction monitoring, inspection, environmental site assessments, identification of surface and subsurface conditions, preparation of reports for regulatory agencies, specialized technical assistance, lead project design services, construction administration services, and field services.

A pre-proposal conference will be held at 1201 Lakeside Ave, Cleveland Ohio 44114 on March 24, 2016 at 11:00 AM, Eastern Time. At or before the conference, interested parties may submit or ask questions pertaining to the enclosed Request for Proposal (RFP) and the services desired. Proposers are encouraged to attend the conference although attendance is not mandatory.

If your firm is interested, please submit to the City no later than 12:00 noon, Eastern Time, on Monday, April 25, 2016, an original and ten (10) complete duplicates of your technical proposal and your fee proposal, in hard copy and two electronic copies on CD-ROM. Submit the technical proposal and the fee proposal in separate sealed envelopes, marked appropriately on the outside and, if possible, enclosed in one package. No proposals will be accepted after that date and time unless the City extends the deadline by a written addendum.

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

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

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

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

Should you have any questions regarding this solicitation please contact Simon Mastroianni at 216-664-2444 Ext. 5630, or simon_mastroianni@clevelandwater.com. Proposers may submit questions till April 8, 2016.

Sincerely,

Robert L. Davis, Director
Department of Public Utilities

**CITY OF CLEVELAND
DEPARTMENT OF PUBLIC UTILITIES
DIVISION OF WATER AND
DIVISION OF WATER POLLUTION CONTROL**



REQUEST FOR PROPOSAL

GENERAL ENGINEERING SERVICES IX

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List of Abbreviations

A/E	Architect/Engineer
BoD	Basis of Design
CTC	Conformed to Contract
CSB	Cleveland–Area Small Business
CSI	Construction Specifications Institute
CWD	Cleveland Water Department (aka Division of Water)
DDM	Detailed Design Memorandum
DP	Design Professional Firm or its Representatives
DPU	Department of Public Utilities
EEO	Equal Employment Opportunity
EP	Engineering Professional
EV	Earned Value
FBE	Female Business Enterprise
HVAC	Heating, Ventilation, and Air Conditioning
MBE	Minority Business Enterprise
NTP	Notice to Proceed
OEO	Office of Equal Opportunity
RFI	Request for Information
RFP	Request for Proposal
TM	Technical Memorandum
TRFP	Task Request for Proposal

Section 1

Background and Introduction

The City of Cleveland (City), Department of Public Utilities (DPU) through its Director is soliciting proposals from qualified firms interested in providing general engineering services for the Divisions of Water (CWD) and Water Pollution Control (WPC). It is necessary that the consultant be familiar with potable water treatment and distribution system and facilities and sanitary sewage, storm water drainage and combined collection systems.

CWD is a major regional utility, which supplies potable water to more than 1.5 million residents in Cuyahoga, Medina, Summit, Geauga, and Lake Counties. In addition to servicing over 120,000 accounts in the City, CWD provides water to approximately 414,000 retail, master-metered, or emergency standby accounts in 79 suburban communities.

The water system consists of nine hydraulic pressure districts that cover an area of 620 square miles and includes 5,300 miles of water mains. The Cuyahoga and Rocky Rivers flow through the area of the distribution system and form natural boundaries where water main ties across those rivers are limited.

Each district operates under a different hydraulic grade. Pressure regulated sub-zones may exist within pressure district. In addition, CWD has water service agreements to supply water to a new developing area to the South, which will require the creation of a tenth pressure district.

The water system contains four treatment plants, primary and secondary pump stations, reservoirs, ground tanks, elevated towers, water mains, control valves, hydrants, etc. The distribution system is presently recorded on paper-based mapping systems and on a digital geographic information system. The pumping operations are controlled and monitored through SCADA and other control systems.

CWD purifies water at each of its four treatment plants. Large finished water storage reservoirs exist at each plant. The primary pump stations of the system are located at or near the treatment plants and are part of the plant's operations. The treatment plants are the Crown, Morgan, Baldwin, and Nottingham. Baldwin utilizes the Fairmount and Kirtland pump stations.

The secondary pump stations are located throughout the distribution system. The secondary stations receive water either from First, Second, or Boosted Second High service and pump into higher hydraulic grades. The secondary stations are operated remotely via a SCADA system from a centralized location at the Parma Control Center, in Parma Heights, Ohio. CWD maintains and operates 17 (seventeen) secondary storage facilities.

WPC serves a significant portion of the Cleveland metropolitan area by managing the sanitary sewage, storm water drainage and combined collection systems. The sanitary sewer collection system transfers sanitary sewage from its point of origin to an interceptor sewer or treatment plant for processing. The storm collection system transfers storm water only from its point to origin to an open waterway. The combined collection system transfers sanitary sewage and storm water to an interceptor or treatment plant. The system is comprised of 1,436 miles of sewer lines with 127,000 attendant catch basins, and includes

the maintenance of 15 pump/lift stations.

CWD and WPC seek the services of an engineering firm with the personnel, relevant expertise, and experience to assist its engineering staff. Due to the nature of the engineering activities, it is anticipated that the selected consulting firm will need to acquire the services of sub-consultants specializing in various engineering and technical disciplines in order to successfully complete the contract tasks. Approximately 10% of the work defined in this Request for Proposal (RFP) is for WPC and the balance for CWD. The Closed Circuit Television (CCTV) Inspection and Sewer Cleaning, listed in the Scope of Services, are exclusive to WPC. A list of possible services and engineering disciplines is included in Section 2, Scope of Services.

Tasks may require services such as design, plan review, planning, project and construction monitoring, construction inspection, environmental site assessments, identification of surface and subsurface conditions, preparation of reports for regulatory agencies, specialized technical assistance, lead project design services, construction administration services, and field services.

Activities for all tasks shall be coordinated by the design professional task staff with the City's General Engineering Services (GES) Contract Manager.

It is anticipated that a single contract will be awarded to an engineering firm for this proposed GES contract. The fee shall be based on compensation for 35,000 hours of engineering work to be performed in a period of two years, plus other direct expenses (reimbursables). The firm shall specify its fee for services of various labor categories as described in the Fee Table included in the RFP.

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.

Section 2

Scope of Services

This list of potential services is intended to provide a general overview of the work anticipated to be performed under this contract. The purpose of this contract is to supplement the engineering staff at CWD/WPC, and it is not possible at this stage to define the exact nature of engineering tasks that may have to be handled. Typically the GES contract results in 20 to 30 engineering tasks related to CWD/WPC maintenance, operations, or capital improvement needs. The duration of the contract is two years.

Attachment F in this RFP lists tasks performed by DPs during previous GES contracts. This list is included for illustration purposes only.

The scope may require services of all engineering disciplines and the work products developed by these disciplines, whether identified or not in this RFP.

Task Request for Proposal

When a task is initiated, CWD/WPC's contract manager shall issue a Task Request for Proposal (TRFP) to the DP. The TRFP will include the following information:

- Background of the need for the task.
- Options or possible solutions for problem to be addressed by task. Task priority.
- Listing of any scheduling and coordination restrictions that will affect the task.
- Listing of known governmental regulations that may need to be addressed in the task.
- Any other related information not listed. Assigned task number.
- Established task deliverables. Intermediate milestones

Task Proposal

The consultant will take the information presented in the request and prepare an estimate of:

- Disciplines needed.
- Staff to be provided.
- Hours needed by each.
- Schedule.
- Reimbursables.
- Total not-to-exceed task cost.

The DP shall submit this information in proposal form to the CWD Contract Manager.

Task Negotiation

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

If changes are needed to the task proposal, CWD/WPC will return the task proposal with the proposed corrections to the consultant for resubmittal. This process must be repeated until no corrections are needed.

Task Authorization

When the task proposal is finalized, a formal Task Authorization Letter will be given to the DP by CWD/WPC.

Each authorized task shall indicate a total not-to-exceed funding cap. The DP shall cease work on a task once all authorized task funds have been spent. Work on a task will resume only after CWD/WPC authorizes additional task funds. The DP shall give CWD at least one (1) week advance notice prior to the estimated date funds for a task are depleted.

Tasks may include:

- General Engineering
- Conceptual planning
- Feasibility studies
- Process studies
- Environmental studies
- Economic analysis
- Architectural design
- Water treatment facility design
- Water transmission and distribution facility design
- Water main extension, replacement and rehabilitation design
- Any other facility related to the operations of a large metropolitan water system design
- Distribution water main drawing reviews
- Design review
- Shop drawing review
- Drafting (CAD)
- Working drawings preparation
- Construction cost estimates
- Contract document and specification preparation
- Bid and award services
- Construction inspection
- Construction administration
- Project closeout
- Water treatment processes, including
 - Filtration
 - Disinfection
 - Organic and inorganic removal from raw water
 - Pathogen removal

Corrosion Control, including:

- Methods of corrosion control in storage tanks

- Methods of corrosion control in water mains
- Cathodic protection

Cathodic protection testing, including:

- Geotechnical survey
- Structure-to-soil potential tests
- Electrical continuity testing
- Dielectric isolation tests
- Post installation survey
- Anode current outputs
- Continuity tests
- Energization

Water quality

Geographic information system (GIS)

Water storage tanks and towers rehabilitation Repainting/recoating surfaces, including lead abatement SCADA instrumentation and control systems

Design of water treatment laboratories Pump station design

Right of way assessment or study Data collection

Material testing Expert witnessing

Design review and comments

General engineering services, including

- Civil
- Structural
- Mechanical
- Forensic
- Electrical
- Geotechnical
- Environmental

Programming in

- Visual Basic
- Access
- Web Page/Java
- Crystal Reports
- MS Project

Record drawings

Operations and maintenance manuals Start-up assistance

Training

Value engineering QA/QC

Any other items deemed necessary

Distribution System Reviews and Inspections

Provide engineering services for preparation of plans and specifications for Water Main Renewal Program, including water main cleaning and lining and/or replacement/installation of distribution water mains; including surface and underground utility surveying, traffic control, review of affected accounts in CWD's billing systems (CC&B), submittal for building permit review and review by other City agencies as required.

Review of Service Connection Applications

Check plans for proper arrangement of connections, meters, and backflow prevention devices as per CWD policies.

Size meter connections on domestic lines as per the AWWA Manual M22, with the intent of capturing as much flow as possible, while providing trouble free service to the customer.

Size fire connections to meet required fire flow and check availability of the system.

Connection Inspection

Inspect the installation of service connections 2" in diameter or smaller. Inspector must monitor for the use of proper materials as well as proper installation procedures and workmanship. CWD standard details and policies shall be used as a reference for said materials, installation procedures, and workmanship. Inspector shall coordinate all inspection work through CWD's Inspection Enforcement Unit, and shall inform the engineering staff of any work not in compliance with CWD standards. Inspectors will also be responsible for furnishing as-built information and connection measurement in a format pre-approved by CWD.

Review of Water Main Extension Projects

Check for and enforce easement procurement for mains outside of public rights of way.

Check system for flow availability and pressure as per CWD criteria.

Review construction procedure to check for conflicts and maintenance hazards. Review for compliance with CWD standards.

Plan Reviews of Third Party Projects

Check all state, county, and municipal projects for necessity for water work. Ensure proper procedures are taken to minimize outages.

Maintain integrity of distribution system as per City ordinances and service agreements between CWD and various municipalities and counties.

Review construction procedure to check for conflicts and maintenance hazards. Review hydraulic impacts of project.

OUPS Marking

Mark all water mains, service connections, and water appurtenances, within the public right-of-way or easement areas as noted on the OUPS (Ohio Utility Protection Services) ticket. The marker shall be responsible for obtaining the necessary CWD/WPC records to aid in identifying the location of our facilities, and must be equipped with locating equipment and be competent of all methods of locating water facilities. (To be covered under Miscellaneous Classifications Allowance if needed during the contract)

Sewer-Related Services

- Design and construction of sanitary and storm sewers.
- Design and construction of wastewater facilities, replacement and rehabilitation projects.
- Cleaning and lining manholes.
- Modeling and monitoring of wastewater discharged into the environment.
- Modeling and monitoring of overflows and open channels.
- Hydraulic modeling.
- Geographic information systems.
- Rehabilitation of wastewater detention/retention basins.
- Repainting/recoating surfaces containing lead paint.
- Sanitary and storm distribution main design, including manholes and chambers.
- Any other tasks deemed necessary.

Specialty Sewer Services

- CCTV Inspection of Sewers – This item shall include the equipment, camera crew, traffic control, and the production of a report (including DVD or flash drive recording) on the condition of the pipe, as well as the location of all laterals based on the rate per foot, in accordance with the National Association of Sewer Service Companies' (NASSCO) Pipeline and Manhole Assessment and Certification Program (PACP and MACP). The price for CCTV inspection shall include the cost of mobilization, oversight, clerical support, and all incidentals necessary to complete the Work.
- Cleaning of Sewers – This item includes heavy cleaning of sewers and the disposal of debris based on an hourly rate. This item shall include the equipment, traffic control; as well as the cost for mobilization, oversight, clerical support, and all incidentals necessary to complete the Work.

The Consultant or subconsultant shall have the ability to perform sewer cleaning in

the most difficult conditions. They shall have the equipment and experience that is required to clean sewer lines ranging in size from 27-inch to 15-feet in diameter. Brick, concrete, steel, clay, and various other types of pipe shall all be cleaned under live flow or whenever possible no flow. The prospective Consultant or subconsultant shall have the technology to remove concrete, asphalt, bricks, manufactured debris, and calcium deposits from any sewer.

There are a number of methods that can be employed to clean sewers. Manual cleaning, bucket machine, rodding, and sewer jet/vacuum are the most common cleaning methods. In addition to these methods, high-pressure water blasting, sewer kits and sewer moles shall be available and utilized. The machine to be used must be able to clean at a flow that exceeds 180 gpm, and the diameter of the vacuum blower must be at least 27 inches.

The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

Section 3

Project Schedule and Deliverables

It is expected that a contract shall be signed with the selected firm in 2016. The General Engineering Services contract is kept open till all funds in the contract are exhausted, and the typical duration is two to three years.

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

All work by the DP shall conform to CWD/WPC standards. After the DP has completed the activities as authorized in each task, DP shall submit, in hard copy and, where applicable, in electronic form (in the latest versions of MS Word®, AutoCAD®, MS Excel® or Adobe), the following items to CWD/WPC:

- Collected information.
- Design notes and calculation. Design drawings.
- Specifications.
- Shop drawing approvals. Inspection reports.
- All task correspondence.
- All other defined deliverables.

CWD/WPC reserves the right to add related services as needed.

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

Section 4

Proposal Requirements

A. Submission of Proposal

Each proposer shall submit its Proposal in the number, form, manner, by the date, time, and at the location required in the Cover Letter.

1. The Proposer shall provide all information requested in this RFP. The Proposer must organize its Proposal package to address each of the elements in this RFP in the order listed in the section, Proposal Contents. The Proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.
2. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Proposals should comply with the following guidelines: unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-reusable materials; materials should be in a format permitting easy removal and recycling of paper; a Proposer should, to the extent possible, use products consisting of or containing recycled content in its Proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.
3. If a Proposer finds discrepancies or omissions in this RFP, or if the intended meaning of any part of this RFP is unclear or in doubt, Proposer should send a written request for clarification or interpretation to Simon Mastroianni at simon_mastroianni@clevelandwater.com.

B. The City's Rights and Requirements

1. The Director, at his 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 interest.
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.

C. Cleveland Area Business Code

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

1. Compliance with its Proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
2. Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
3. Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

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

1. 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 subconsultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its Proposal.

2. The standard subcontracting goal for Professional Services contracts is 10% Cleveland Area Small Business ("CSB") Subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
3. 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 subconsultants. The Proposer shall submit the completed forms with its Proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a Proposal.

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website <http://cleveland.diversitycompliance.com>. On the page, you will find a selection on the right for "CSB/MBE/FBE Registry".

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

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.

4. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and

terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

5. 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.

D. Term of Proposal's Effectiveness

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

E. Execution of a Contract.

The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract. Attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

F. "Short-listing".

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

G. Proposer's Familiarity with RFP; Responsibility for Proposal

By submission of a Proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre- Proposal conference or by addendum issued prior to the Proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

H. Interpretation

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

originally written herein.

Section 5

Qualification for Proposal

- A. Each Prime Proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a Proposal. If proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each proposer must:
1. Provide evidence that it has a minimum of ten (10) years of experience in providing engineering services.
 2. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland. Any firm that submits a Proposal shall be registered to do business in the State of Ohio. For further information, visit the following website: www.sos.state.oh.us/SOS/Businesses/BusinessInformation/cogs.aspx.
 3. Possess or demonstrate it qualifies for all applicable licenses, certificates, permits, or other authorizations required by any governmental authority, including the City, having jurisdiction over the operations of the successful proposer and the proposed services.
 4. Submit with its Proposal at least three (3) written, verifiable, references dated within the last three months from clients for which the proposer has rendered services substantially similar to those sought by this RFP, and recommending proposer for selection for such services.
 5. The Consultant Design Manager shall be a licensed Professional Architect or Engineer (A/E) in the State of Ohio. The Design Manager shall be knowledgeable and responsible for the project design throughout the entire project. The Consultant Resident A/E shall be a licensed Professional Architect/Engineer in the State of Ohio. The Resident A/E shall be knowledgeable and responsible for the project throughout the construction and closeout phases relating to the required services and deliverables described in this RFP.
- B. Insurance: The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.
1. Professional liability insurance with limits of not less than \$2,000,000.00 for the prime and \$1,000,000.00 for a subconsultant for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.

2. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
 3. Statutory unemployment insurance protection for all of its employees.
 4. Such other insurance coverage(s) as the City may reasonably require.
- C. Corporate Status: When filling the forms supplied in Attachment D, the firm must clarify the following:
- If a corporation, provide the state of incorporation, and the full name, title, and experience of each high level corporate officer. If the proposer is not an Ohio corporation, please state whether or not the proposer is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation must provide evidence, prior to execution of a contract, that is qualified to do business in the State of Ohio or it must register with the Ohio Secretary of State.
 - If the proposer is a sole proprietorship, state the name of the proprietor doing business.
 - If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or passive; state each partner's experience and the proportionate share of the business owned by each partner.
 - If a joint venture, state the name of each firm participating in the joint venture and each principal officer of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner.

Section 6

Proposal Contents

Each proposal shall consist of two parts – the technical proposal and the fee proposal. The technical proposal which shall be no longer than a total of 50 printed pages. Page size shall be 8.5 x 11 inches (11 x 17 inch pages may be utilized for graphical representations but each will be counted as two pages). Font size shall be no less than 12 pt. Tabs and dividers are excluded from the page count. A single sheet which is printed on both sides will be counted as two printed pages. There is no limit on the page count for the fee proposal, which shall be provided in a separate sealed envelope.

It is requested that proposals be in flat bound form to facilitate filing. Please do not submit proposals in loose-leaf binders.

Submit one (1) original and ten (10) copies of the technical proposal, along with two (2) electronic CD copies of the technical proposal in PDF form. PDF file shall contain book marks to each major section at a minimum.

Each proposal shall include the following parts tabs.

- A. Cover Letter: The cover letter shall identify and introduce the Proposer and provide other general information.
- B. Executive Summary: The Executive Summary should provide a concise summary of Proposer's level of expertise and relevant experience and ability to meet the requirements of this RFP. The Summary should be organized so it can serve as a stand-alone summary apart from the remainder of the Proposal.
- C. Exceptions: Proposer shall itemize any exceptions it has to the RFP. If it has no exceptions to or deviations from any part of this RFP, it shall so state on an "Exceptions" page
- D. Qualifications: In the Qualifications section, each Proposer should state in detail its qualifications, and experience, and how its services and/or products are unique and best suited to meet the requirements and intent of this RFP. Please provide a brief description of three recent projects and three verifiable references or verifiable reference letters.
- E. Staffing: Must include an organizational chart for the project, and brief resumes of key personnel. Company affiliation and location of each individual should be clearly denoted.
- F. Local Office: Local presence is valued by CWD/WPC. Please describe the strength of the firm's local office and provide the staff proximity table in Attachment B.
- G. Work Plan: This section is included to provide the engineering firm an opportunity to elaborate on its understanding of the upcoming work, and briefly describe its design, construction management and quality control methods.
- H. Environmental Sustainability: Provide for some environmental sustainability in the project.

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

One original and 10 copies of the fee proposal are to be submitted in a separate sealed envelope.

The fee proposal shall consist of two fee tables (ATTACHMENT C) and the following forms included in ATTACHMENT D:

1. The Office of Equal Opportunity (OEO) Schedules 1 to 4,
 2. Federal Form W-9 including Taxpayer Identification Number,
 3. Vendor Entry Form,
 4. Affidavit
 5. Non-competitive Bid contract Statement for calendar Year 2016,
 6. Northern Ireland Fair Employment Practices Disclosure
- J. Financial Information: This information is not required with the proposal. However, CWD/WPC reserves the right to request financial information from short listed firms. This may include (but not be limited to) balance sheet and income statements for two fiscal years, prepared in accordance with generally accepted accounting principles.

Section 7

Proposal Evaluation and Selection Criteria

- A. Evaluation Methodology. The City department/division issuing this RFP will evaluate each proposal submitted. The department will present its recommendations to the City Board of Control (Board). The Board may, but shall not be obligated to, entertain formal presentations. The Board may approve one or more contracts to one or more firms. The City will only consider proposals that are received on or before the proposal submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a "best and final offer" from proposers meeting the minimum requirements.
- B. Scoring of Proposals. The City will score each proposal in each of the following categories:
- a. Team experience/qualifications and past performance on similar projects and on projects performed for CWD/WPC;
 - b. Proposed team organizational structure, responsibilities, management and technical approach, and utilization and qualifications of subconsultants;
 - c. CSB participation;
 - d. Quality of written and oral presentations. An oral presentation by the short listed firms may be requested by CWD/WPC;
 - e. Acceptance of contract conditions and requirements;
 - f. Availability of resources; and
 - g. Local presence in the Cleveland area.
 - h. Fees will not be considered in the technical evaluation but will be a part of the final selection criteria.

Proposals shall be evaluated first on qualifications and resources. Once rankings are established, the fee submittals shall be considered. A firm's involvement in any current litigation with the City will be taken into account during Proposal evaluation.

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

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

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

Although the City prefers that each Proposer submit only one Proposal including all alternatives to the Proposal that the Proposer desires the City to consider, it will accept Proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more Proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a Proposal, and will not consider a future Proposal from a participant in the collusion. In addition, the City will not accept a Proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.

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

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

ATTACHMENT A
SAMPLE AGREEMENT

**AGREEMENT
BETWEEN
THE CITY OF CLEVELAND
AND
ABCD TECHNICAL SERVICES, INC.**

THIS AGREEMENT for professional services is made this xx-day of xxx, 2014, between the City of Cleveland ("City"), a municipal corporation of the State of Ohio, through its Director of Public Utilities ("Director"), pursuant to the authority of Ordinance No. 498-12, adopted by the Board of Control of the city of Cleveland on October 3, 2012, and ABCD Technical Services, Inc. ("ABCD"), located at 123 East xth Street, Suite 1234, Cleveland, Ohio 44114 ("Consultant"), a corporation, through its duly authorized officer.

RECITALS

1. The City desires to supplement the regularly employed staff of the several departments of the City in order to obtain professional services necessary and required for the General Engineering Services VII for the Department of Public Utilities, Cleveland Water Division.

2. Consultant, in response to the City's Request for Proposals dated May 2, 2012 ("RFP"), has submitted a Proposal dated June 4, 2012, to furnish such professional services to the City ("Consultant's Proposal").

3. The City desires to hire and engage Consultant to supplement the staff of the several departments of the City and to furnish the services necessary, in accordance with the City's RFP, the Consultant's Proposal, and the terms, conditions and provisions contained herein.

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

SECTION I. DEFINITIONS

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

C. "Subconsultants" mean the firms below approved by the City's Board of Control:

1. ABC Concepts, Inc. (CSB/FBE)
2. ABC Associates, Inc.
3. XXX International, Inc. (CSB/MBE)
4. ABC of Ohio, LLC (CSB)
5. ABC Engineering of Ohio, Inc. (CSB/MBE)
6. ABC Consulting (CSB/MBE) (Precise Info Tech, Inc. (CSB/MBE)(sub- consultant to and Consulting (CSB/MBE)

D. "Project" means a 11 services to be performed by Consultant under this Agreement.

SECTION II SERVICES OF CONSULTANT

A. General

By execution of this Agreement, the City and Consultant agree to be bound by this Agreement, the City's RFP (Exhibit "A"), the Consultant's Qualifications Proposal (Exhibit "B"), and the Consultant's Fee Proposal (Exhibit "C"). Consultant further agrees to provide to the City all services necessary and required for the proper completion of the Project, including those services identified or reasonably implied in this Agreement and Exhibits A - C, except as changed or modified by any provisions of this Agreement (See Section XVII, Paragraph G).

B. Scope of Work

Consultant shall perform all general engineering, architectural and other services necessary and required for the General Engineering Services VII project, including but not limited to design services, construction inspection services, structural and geotechnical analysis services, permit application services, materials testing and analysis services, risk assessment services, cost-benefit analysis services, laboratory and monitoring services, environmental and safety consulting services, remediation and disposal services, hazardous material remediation and disposal services, water quality and treatment process assessments and analysis services, and other related professional consulting services for the City's Water Division, hereinafter referred to as the "Work". Consultant shall perform all necessary, required and reasonably implied tasks described in Exhibit A and Exhibit B. The Work shall not be considered to be completed until each authorized task has been fully performed by Consultant and all deliverables have been delivered to, reviewed and approved by the City.

C. Term

Consultant shall not perform any Work hereunder until receipt of Notice to Proceed from the Director. The term of this Agreement shall begin upon commencement of performance hereunder but not later than October 2014, and shall, unless extended by the City or unless sooner canceled or terminated pursuant to the provisions hereof, expire four years thereafter.

D. Schedule

The completion of authorized tasks in a timely manner consistent with the standard of care set forth below is essential. Consultant shall perform all Work and submit all deliverables required by this Agreement within the times agreed to with each released task.

E. Standard of Care

The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar conditions at the same time and in the same locality.

F. Personnel Changes

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

SECTION III. ASSISTANCE OF THE CITY

The City shall assist Consultant to the extent possible as necessary during the term of this Agreement. The City shall provide access to and copies of all known documents related to the Project at no cost to Consultant. However, the City does not guarantee the accuracy of any information contained in such documents. Consultant shall use reasonable professional judgment and practices to screen for and verify the accuracy of any documents or information provided to Consultant by the City. The Consultant shall immediately notify the City of any discrepancies or other issues with the documents or other information it discovers during its reasonable investigation. The City shall resolve any identified problems or concerns.

SECTION IV. PAYMENTS

Amount

1. The City shall pay Consultant for the accomplishment of all Work required an amount not to exceed \$xxxxxxx.
2. The Work shall be released by the City on a task-by-task basis. The fees paid for each task shall be based upon proposed hourly rates. All tasks shall be administered as simple Time-Based Tasks. Fees paid shall be based upon Consultant's direct reimbursable costs and on actual hours expended in completing the Work. At the Director's discretion, the scope of any given task may be modified, in which case funds may be moved into or out of the task, but only with the prior written authorization of the Director.

Each task shall have a pre-authorized spending limit. Once Consultant spends up to the pre-authorized limit, Consultant shall no longer work at that Task unless the City authorizes an increase of the limit. Consultant shall notify the City at least one week in advance when in Consultant's opinion it is likely that the pre-authorized spending limit will be reached.

B. Labor Fees

1. Fee Exhibit: Consultant's Fee Table (Exhibit C(1)) and Consultant's Project Summary Table (Exhibit C(2)) includes the following information:
 - a. Hourly Base Rates for each classification to be used on this Project; and
 - b. The labor "Multipliers" for Consultant and for each Sub consultant.
2. Hourly Base Rates: The Average Hourly Rates, as shown in Consultant's Fee Table, are the average rates per staff classification as proposed by Consultant in its Fee Proposal.
3. Payments: Payments for all Tasks shall be made for actual hours expended, times the approved hourly base rates, times the appropriate approved multipliers.
4. Inflation: No modification in Average Hourly Rates is allowed

during the life of the contract, except through specific permission by the Director.

C. Reimbursable Expenses

Reimbursable expenses are not in addition to, but are included in the total compensation stated in Article V, paragraph A, to be paid to Consultant. Consultant shall be compensated for out-of-pocket, reimbursable expenses incurred in the furtherance of the Work only as in conformance with the Division of Water's Reimbursable Expense Policy (Exhibit "D"), and no others, unless authorized by the City in writing.

D. Additional Services

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

1. Submittal by Consultant to the Director of written notice prior to the initiation of such additional services, including an estimate of cost (labor and reimbursables) and schedule implications and a detailed description of such services;
2. Prior approval of the City's Board of Control of the modification of the within Agreement by the addition of such services and additional compensation, if any;
3. If the additional services increase the total compensation under this Agreement, certification of such additional cost by the City's Department of Finance;
4. A written modification to the within Agreement; and
5. Written notification to Consultant from the Director directing the Consultant to perform such additional services prior to commencement of the additional services.

E. Payment

1. The City shall pay the Consultant after submission to and review by the City and approval by the Director of a monthly verified invoice itemizing the labor expended on authorized tasks, plus authorized reimbursable expenses, to the date of the invoice, less any prior payments within sixty (60) days of receipt. If the invoice is not acceptable, the City shall pay any portion of the invoice not questioned nor in dispute and will return the invoice to Consultant within sixty (60) days of receipt and inform Consultant as to the

corrective actions necessary, if any, to qualify the remainder of the invoice for approval.

2. Payment shall be made for actual hours expended, times the approved hourly base rates, times the appropriate approved multipliers, as described in Section IV Paragraph B.
3. Reimbursable expenses shall be in addition to the fees for basic and additional services and shall include only actual expenditures made by the consultant, its employees or consultants in the interest of the Project. The reimbursable expenses are presently established to be an amount not to exceed \$250,000.00. Payments shall be made upon approval by Director of an itemized billing, the form and contents of which shall be determined by Director. The expenditures allowed as reimbursables are only the expenses incurred in the interest of the Project in accordance with Exhibit D.

F. Invoices

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

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

1. Signed and approved copies of Consultant's and its Sub-consultants' current month's daily timesheets when requested by the City for each person working on the Project that month. Non-compliance with a request to produce any requested daily timesheets will be sufficient reason for the City to withhold payment.
2. A report, with back-up documentation, of all payments received from the City and all payments made to Sub-consultants.
3. Original invoices are to be submitted to the City's designated project manager.

G. Acceptance

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

H. Delay or Suspension of Services

If the progress of the services to be performed hereunder is delayed in whole or in part, the extent of the services herein required may be altered in such manner as may, in the opinion of the Director, be reasonable, but no additional compensation shall be allowed Consultant because of any delay in completion of such services. Any delay in or failure of performance by either party to this Agreement, shall not constitute a default under this Agreement nor give rise to any claim for damage, cost, or expense, if and to the extent such delay or failure is caused by an occurrence beyond the control of the delayed or non-performing party. The delayed party shall promptly notify the other in writing of the reason for, and expected duration of, any such delay.

SECTION V. CANCELLATION

The City may terminate this Agreement at any time during the term upon fifteen days written notice to the Consultant. Additionally, the City may at any time during the term, suspend or abandon, in whole or part, the Work or part thereof under this Agreement.

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

Consultant reserves the right to terminate this Agreement upon thirty (30) days written notice to the City in the event of material default by the City including but not limited to non-payment of the Consultant's invoices.

SECTION VI. ASSIGNMENT PROHIBITED: SUB-CONSULTANTS

Consultant may not assign, transfer, convey, sell or pledge its rights or interest in this Agreement or any part thereof, or any right or privilege created hereunder, nor shall any Sub-consultant commence performance of any part of the services included in this Agreement, without first obtaining

written consent of the City, as expressed by resolution of its Board of Control. Upon any attempt by Consultant to do otherwise, this Agreement shall immediately terminate. Subcontracting, if permitted, shall not relieve Consultant of any of its obligations under this Agreement. If approval is given, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom the Agreement is assigned, sublet, or transferred, as fully and completely as Consultant is bound under this Agreement.

The following firms have been previously approved as Sub-consultants under this Agreement:

Subconsultant	Work	Percentage
QTS, Inc. (CSB/FBE)	\$xxxx	x%
JKL, (CSB)	\$xxxxxxx	P%
EFG (CSB)	\$xxxxxxx	m%
MNP (CSB/MBE)	\$xxxxxxx	z%
ABC, LLC (CSB)	\$xxxxxxx	q%
XYZ Engineering of Ohio, Inc. (CSB/MBE)	\$xxxxxxx	y%

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

SECTION VII. RIGHT TO INSPECT: RIGHT TO AUDIT BOOKS

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

SECTION VIII. INDEMNITY

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City, its officers, named agents, and employees against all losses, damages, expenses, suits, claims, demands, fines, penalties, awards, liabilities and costs, including reasonable attorney fees, to the extent that the liability, or the underlying harm causing the liability, is caused by any negligent error or omission in any drawings or specifications, other documents or Consultant's negligent performance under this Agreement, including any damages or claims arising out of any breach of or failure to observe or to perform any covenants, agreements or warranties made by Consultant under this Agreement, including injury or death or damage to person or property; negligent or otherwise wrongful act, error or omission of Consultant, its principals, employees and subcontractors. At the City's option, Consultant shall defend or reimburse the City in any litigation and pay on behalf of the City all sums that the City shall become legally obligated to pay as a result of any litigation or claims incurred in connection therewith and satisfy and cause to be discharged such judgments that may be obtained against the City, its officers, named agents, and employees to the extent of

Consultant's indemnification obligations as set forth above.

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

SECTION IX. INSURANCE REQUIREMENT

Consultant and each of its Sub-consultants shall at their expense and at all times during the performance of services hereunder, maintain comprehensive general and professional liability insurance insuring themselves, pursuant to all the terms and conditions of each policy, against the indemnification obligations undertaken in Section VIII Indemnity above. Consultant shall require its Sub-consultants to obtain insurance and shall be responsible for enforcement of its Sub-consultant's obligation to obtain insurance to satisfy the requirements hereunder. The policies shall be with companies authorized or approved to do business in Ohio and rated "A" or above by AM. Best Company or equivalent. The comprehensive general liability insurance policy shall: be occurrence type; include the City as an additional insured; have limits of not less than Two Million Dollars (\$2,000,000.00) for any one incident; have a "per project" endorsement; and be primary with respect to Consultant's general liability, notwithstanding any other insurance covering the City for claims arising from Consultant's negligence. Consultant's insurance policy shall include valuable papers coverage in the amount of One Hundred Thousand Dollars (\$100,000.00). The professional liability insurance shall have limits of not less than Three Million Dollars (\$3,000,000.00) and not less than One Million Dollars (\$1,000,000) for sub-consultants for any one claim, and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the Work.

A. Notice of Cancellation

The insurance policy or policies provided hereunder shall provide as follows: "The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by certified mail to the Director of Law of the City of Cleveland per standard wording and the policy provisions."

In addition to the notification required of Consultant's insurance company, Consultant shall notify the City, in writing, by certified mail to the Director of Law of the City of Cleveland, immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

B. Copy of Insurance Policy

Upon the request of the Director of Law of the City of Cleveland, Consultant shall provide the Director of Law with an exact copy of the required insurance policy or policies. Any confidential information of Consultant contained in such policy or policies may be redacted before providing the copies to the City's Director of Law.

C. Certificate of Insurance

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

D. Policy

The policy or policies, certificate(s), Binder or Advice required in paragraphs B and C *above* shall, as to form, coverage and carrier, be satisfactory to the Director of Law.

E. No limit of Liability

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

SECTION X. STATE INDUSTRIAL COMPENSATION

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

SECTION XI. SOCIAL SECURITY ACT

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

SECTION XII. INTEREST OF CONSULTANT

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

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

SECTION XIII. DEFAULT AND REMEDIES

A. Default

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

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

B. Remedies

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

- a. Without waiving such default to pay any sum required to be paid by Consultant to others than the City and which Consultant has failed to pay under the terms and conditions of this Agreement • except in the event of a good faith dispute between such other party and the Consultant, Consultant shall repay to the City, on demand, any amount so paid by the City, with interest thereon at eight percent (8%) per annum from the date of such payment and all expenses connected therewith;
- b. Enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms, provisions or conditions hereof;
- c. Sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance or for damages for the nonperformance thereof, all without terminating this Agreement; and/or
- d. Terminate this Agreement.

C. Rights and Remedies Not Exclusive

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

SECTION XIV. NOTICE AND PAYMENTS

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

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

To Consultant:

Cleveland, OH 44114

SECTION XV. EQUAL OPPORTUNITY

This Agreement is a "contract", and Consultant is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, OH 1976. During the term, Consultant shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Codified Ordinance § 1 87.11(Exhibit "E"). A copy of such Clause shall be made a part of every subcontract or agreement entered into for goods or services, and shall be binding on all persons, firms and corporations with whom Consultant may deal.

SECTION XVI. DOCUMENTS

All reports, drawings, documents and other deliverables of Consultant, whether in hard copy or electronic form, are instruments of service of the Work, whether the Work is completed or not. Reuse on another project, or changes or alterations by the City or by others acting through or on behalf of the City of any such instruments of service without the written permission of the consultant, will bear the City's sole risk.

Title to and ownership of Consultant's pre-existing or independently developed intellectual property, including all derivations, enhancements or modifications thereof shall be and remain the property of Consultant. This Agreement shall not confer any grant of a license to any such intellectual Property to the City or any third parties.

SECTION XVII. MISCELLANEOUS

- A. Consultant agrees that no representation or warranties of any type shall be binding upon the City unless expressly authorized in writing herein.
- B. Nothing contained in this Agreement shall be deemed to constitute the City and Consultant as partners in a partnership or joint venture for any purpose whatsoever.
- C. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender.
- D. The headings of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or describe the scope or intent of any provision hereof.
- E. In the event that any term(s) or provision(s) of this Agreement shall be held invalid, illegal or unenforceable, for any reason, by any court of competent jurisdiction, such invalidity, illegality or unenforceability should not affect any other term or provision hereof and this Agreement shall be interpreted and construed as if such term(s) or provision(s) had never been contained herein, to the extent the same has been held to be invalid, illegal or unenforceable.
- F. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterpart together shall constitute but one and the same instrument.
- G. The City shall provide to Consultant all plans, maps, drawing and other documents identifying the location of any subterranean structures on the site of the work. Prior to identifying the location of

any drilling or excavation below the ground surface, Consultant shall obtain the concurrence of the City as to the location for such drilling or excavation. Should any unknown, concealed or materially differing structures, conditions or elevations be encountered, and it is determined that the Consultant is at least partially at fault, then the amount of damages or extra costs shall be equitably adjusted by change order upon claim by the City.

- H. During the term of this Agreement, the City shall provide right-of-way entry and reasonable access to the test locations and the site of the work.
- I. If the scope of services provides for the preparation of plans or drawings by Consultant. Consultant makes no representations that all existing utilities are shown or that any utilities shown thereon are accurately depicted it being understood that Consultant is preparing such drawings based upon information provided by others.
- J. In the event of a conflict between provisions among this Agreement and its exhibits, these documents shall be given priority in the following order: (1) the main body of this Agreement; (2) the exhibits to this Agreement other than the City's RFP and Consultant's Proposal; (3) the City's RFP; and (4) Consultant's Proposal.

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

1. Exhibit "A"-City's Request for Proposal
2. Exhibit "B"- Consultant's Qualifications Proposal
3. Exhibit "C"-Consultant's Fee Proposal
Exhibit "C" (1)-Consultant's Fee Table
Exhibit "C" (2)-Consultant's Project Summary Table
4. Exhibit "D" - Division of Water's Reimbursable Expense Policy
5. Exhibit "E" - Equal Opportunity Clause
6. Ordinance No. 804-12
7. Board of Control Resolution 498-12

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

ATTACHMENT B
STAFF PROXIMITY TABLE

NOTE: This table should be filled out and included in the "Technical Proposal" as the last page.

Staff Proximity Table

Staff Proximity Table						
	Name/Description of office	Address and Distance from CWD*	Number of Engineers		Non-engineering Staff	
			Prime	Rest of Team	Prime	Rest of Team
1	Metro-Cleveland Office					
2	Closest Office Outside Metro Cleveland					
3	Nearest Regional Office					

*Refers to CWD office located at 1201 Lakeside, Cleveland, OH 44114. Addresses are required for offices of the PRIME only.

ATTACHMENT C

FEE TABLES

GENERAL ENGINEERING SERVICES I			
LABOR RATE FEE TABLE			
Primary Services	Services Hours (A) Projected	Hourly Rate (B)	Total (A B)
Primary Staff			
Contract Manager	3500	\$	\$
2-D AutoCAD Drafter/Designer	1200	\$	\$
3-D Draft/Designer	300	\$	\$
Entry Level Engineer (EIT)	2500	\$	\$
Water Main Design Engineer	2500	\$	\$
Sanitary/Storm Sewer Design Engineer	100	\$	\$
Engineering Plan Review Engineer (EIT)	1000	\$	\$
Senior Review Engineer	50	\$	\$
Structural Engineer – PE, w/5 years	1200	\$	\$
Site/Civil Engineer – PE, w/5 years	1500	\$	\$
Electrical Engineer – PE, w/5 years	1800	\$	\$
Mechanical Engineer – PE, w/5 years	1300	\$	\$
Environmental Engineer	50	\$	\$
Architect – PE, w/5 years	1200	\$	\$
Resident Engineer – PE, w/5 years	1000	\$	\$
Planner	50	\$	\$
Construction Inspector	3000	\$	\$
Professional Surveyor	500	\$	\$
Surveying Crew Member	500	\$	\$
Sr. Engineering Expert – PE, w/15 years	1500	\$	\$
Staff Engineer – PE, w/10 years	2000	\$	\$
Sr. Programmer/Analyst	1000	\$	\$
Clerical Support/Secretary	500	\$	\$
Miscellaneous Classifications Allowance	4000	\$ 100.00**	\$ 400,000.00
1. TOTAL LABOR	36550		\$
CCTV Sewer Inspection/Cleaning	Quantity Feet (A)	Rate Per Foot (B)	Subtotal (A B)
CCTV Sewer Inspection (Price Must Include Engineering and Clerical Time)			
Under 8 inches	1000	\$	\$
8 inches to 24 inches	15000	\$	\$
27 inches and above	5000	\$	\$

GENERAL ENGINEERING SERVICES I			
LABOR RATE FEE TABLE			
Sewer Cleaning	Services Hours (A) Pro ected	Hourly Rate (B)	Subtotal (A B)
Pipe cleaning, including disposal	100	\$	\$
Heavy pipe cleaning, including disposal	100	\$	\$
2. TOTAL SEWER CCTV INSPECTION/CLEANING			\$
3. REIMBURASABLE E PENSE ALLOWANCE			\$ 200,000.00
GRAND TOTAL 1, 2, AND 3			\$

No adjustments shall be allowed over the life of the Contract. Rate for every category must be quoted, even if it is not used. Same fee rates apply to all team member employees (Prime or Sub-consultant). Consultant is required to furnish actual salaries during work for classification of individuals in categories.

**Hourly rates for personnel assigned to Miscellaneous Classifications shall be negotiated based on specific task order; projected hours are 3000 with an average hourly rate of \$100.00/hr.

***Mobilization price included in respective pay items.

Proposer's Name: _____

Authori ed Signature: _____

Date: _____

GENERAL ENGINEERING SERVICES IX

TEAM SUMMARY FEE TABLE

FEE ITEM	NOT TO BE EXCEEDED AMOUNT, \$				
	PRIME, \$	SUB 1, \$	SUB 2, \$	SUB 3, \$	TOTAL, \$
NAME OF FIRM					
1. LABOR FEE					\$
2. SEWER CCTV INSPECTION/CLEANING					\$
3. REIMBURSABLE EXPENSE ALLOWANCE					\$200,000.00
TOTAL FEE					\$

Proposer's Name: _____

Authorized Signature: _____

Date: _____

ATTACHMENT D
REQUIRED CITY FORMS



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

SUBCONTRACTOR PARTICIPATION GOAL

PROFESSIONAL SERVICES CONTRACT

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

10% CSB Participation

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

<http://cleveland.diversitycompliance.com>

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



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

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 1 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:	30% CSB Subcontractor Participation
Professional Services Contracts:	10% CSB Subcontractor Participation
All Other Contracts:	20% CSB Subcontractor Participation

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

Each Bidder or Proposer 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/o eo>.

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 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:	

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		\$
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		\$



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 2nd 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

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

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. ITIN 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 LLC 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 6 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney 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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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.

What Name and Number To Give the Requester

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

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

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

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

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. 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.

REMITTING ADDRESS INFORMATION

Address:			
City:		State:	Zip:
Phone:	()	Ext.:	Fax: ()
Contact:			
Payment Name*:			

**If payment name is different from business name, please attach a detailed explanation.*

BANK INFORMATION

IF YOU ARE CURRENTLY RECEIVING PAYMENTS VIA EFT, PLEASE COMPLETE THIS SECTION TO VERIFY OUR INFORMATION

Bank Name:		Account #:	
Bank Contact:		ABA/Routing #:	
Phone:	()		

Other questions or issues concerning this form may be addressed to:

TO BE COMPLETED BY THE CITY OF CLEVELAND PLEASE DO NOT WRITE IN THIS SECTION

Business Classification:	Female Business Enterprise <input type="checkbox"/> YES <input type="checkbox"/> NO	Minority Business Enterprise <input type="checkbox"/> YES <input type="checkbox"/> NO
City of Cleveland Certification Number:		
FOB Point:		Payment Terms:
Discount Payment Terms:		Order Minimum:
Are Price Breaks Available?		Line Minimum:
Standard Lead Time:		
Standard Shipping Method:		
Price Catalogue on disk/CD:		

Approved by Commissioner of Accounts _____

Date _____

NOTE: Section 181.23 and Section 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF _____

COUNTY OF _____

} **SS**

AFFIDAVIT

_____ being first duly sworn deposes and says:

Individual only: That he/she is an individual doing business under the name of _____, at _____, State of _____.

Partnership only: That he/she is the duly authorized representative of a partnership doing business under the name of _____, in the City of _____, State of _____.

Corporation only: That he/she is the duly authorized, qualified and acting _____ of _____, a corporation organized and existing under the laws of the State of _____
And that he/she said partnership or said corporation is filling herewith a bid to the City of Cleveland in conformity with the foregoing specifications;

Individual only: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract _____

Affiant further says that he/she is represented by the following attorneys: _____
and is also represented by the following resident agents in the City of Cleveland: _____
_____.

Partnership only: Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership:

Affiant further says that said partnership is represented by the following attorneys: _____
and is also represent by the following resident agents in the City of Cleveland: _____

Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

- President: _____ Directors: _____
- Vice President: _____
- Secretary: _____
- Treasurer: _____
- Cleveland Manager or Agent _____
- Attorneys: _____

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that aid bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to

(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here) \Rightarrow _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public



**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.

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

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

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

PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2016 unless Council makes a direct award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

- _____ (A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2014 and December 31, 2015.
- _____ (B) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor s Committee between January 1, 2014 and December 31, 2015 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor s Committee).
- _____ (C) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor s Committee between January 1, 2014 and December 31, 2015 that totaled in excess of \$1,000.00 individual.
- _____ (D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor s Committee at any time.

GO TO SECTION IV.

SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

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

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

STATE OF _____)
) SS:
 COUNTY OF _____)

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

Notary Public _____
 Date _____

FOR MAYOR'S OFFICE USE ONLY

_____ ELIGIBLE _____
 _____ INELIGIBLE _____
 DATE _____

**SUPPLEMENTAL
NOTICE TO BIDDERS**

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHEC WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor

By: _____

Title: _____

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

ATTACHMENT E
REIMBURSABLES POLICY

City of Cleveland
Professional Services Contracts
Reimbursables Policy
01/01/2016

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

1. Direct Labor vs. Reimbursables

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

2. Labor Multipliers

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

2.1 Direct Labor 100.00%

2.2 Fringe Benefits:

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

2.3 Overhead Salaries

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

2.4 Overhead Expenses

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

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

3. Reimbursables List

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

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

4. Invoicing

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

5. General Qualifications for Reimbursables

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

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

6. Office Expenses

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

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

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

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

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

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

7. Equipment

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

8. Vehicles and Local Travel

In some cases the City will allow the Consultant to obtain Project Vehicles, dedicated solely to this project. Project Vehicles shall be leased only, not purchased. Copies of the leasing agreement and vendor invoices must be submitted for direct cost reimbursement. Related Project Vehicle costs, such as fuel, parking, maintenance, and insurance shall be included in direct cost reimbursables, and shall be paid on actual costs, supported by actual invoices.

For the use of personal (i.e. non-Project) vehicles, the Consultant shall be paid at the per mile rate (\$0.575 per mile as of January 1, 2015) that the City pays internally to its staff for mileage. For such vehicle use, the Consultant shall be paid out of direct cost reimbursables, but only if the travel is work related, outside of the Division of Water's Service area, and non-routine. Only that portion of the trip that is outside of the Division of Water's Service Area shall be eligible for reimbursement. The Consultant shall submit to the City an approved mileage log with its monthly invoices. Expenses related to all other use of personal vehicles (travel within the Division of Water's Service Area, parking, tolls, etc.) shall be included in the Consultant's multipliers.

9. Markup on Subconsultants

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

10. Special Services

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

11. Personal Allowances

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

- Class 1.** Staff Already Living in the Greater Cleveland Area.
- Class 2.** Infrequent Travelers to Cleveland. Those staff coming to Cleveland for less than a two week stay. Staff hired by the Consultant after the Notice To Proceed has been issued and assigned to this project can only be classified as Class 1 or Class 2.
- Class 3.** Staff with Extended Stays in Cleveland. Out of towners who will work in Cleveland for stretches longer than two weeks, but less than one year.
- Class 4.** Relocated Staff. Key, full time project staff (e.g. project manager) who relocate from out of town to work full time for the duration of the project, and for a minimum of one year's time.
- **11.1 Class 1:** Such staff qualify for no reimbursement expenses (travel, lodging, meal, per diem, etc...) whatsoever.
 - **11.2 Class 2: Travel:** Actually incurred expenses (air, bus, rail, car rental, taxi, etc...) shall be paid for Class 2 staff. However, the charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made; regular economy class fares for air travel.) Class 2 travel shall require prior City approval. Rental car optional insurance is not reimbursable.
 - **11.3 Class 2: Per Diem Expenses:** Class 2 daily expenses for meals, telephone, etc. shall be paid out of direct cost reimbursables, based on actual costs, with actual receipts submitted with

invoices. Reimbursement shall not be made for alcohol, private phone calls, nor for meals for guests or associates of Class 2 staff. Gratuities of up to 15% on meals shall be allowed, but no other gratuity of any type shall be allowed. If a weekend or other non-workday occurs in the middle (but not at either end) of a Class 2 person's stay, that person shall be entitled to per diem and lodging expenses for those non-work days. For days worked in the Cleveland office, Class 2 daily expenses for meals, telephone, etc. shall not exceed \$40.00/day to cover all travel and living expenses other than airfare (actual receipts are required); actual expenses for airfare will be reimbursed when travel takes place and must be submitted with supporting receipts, with travel to/and from the airport in Cleveland covered at actual cost, with receipts required. Travel to the airport from home, and travel from the airport back home is not a reimbursable expense.

- **11.4 Class 2 Lodgings and Related Services:** Direct cost reimbursement shall be made, based on actual expenses, for apartments or hotels. The charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made), and shall be supported by actual receipts. The City shall also reimburse for any City/County Hotel Taxes over and above the Federal guideline.
- **11.5 Class 2 Commute Time:** Class 2 travelers shall be allowed to bill their time commuting between Cleveland and home as a labor expense, if such travel occurs during normal working hours. No other Class shall be allowed to bill any commute time as a labor expense.
- **11.6 Class 3 Travel:** Class 3 staff shall be allowed intermittent travel back home. Consultant shall remain within the initial contract budget for this item. Additionally, the City will only pay actual invoiced amounts, and in no case more than a cap of \$800.00 per month for such travel for each Class 3 staff member. Only Class 3 staff shall qualify for this allowance. Travel expenses for Class 3 staff's initial trip to and final trip from Cleveland shall be paid on an actual basis, and shall not apply against any month's cap. These expenses shall be included in the direct cost reimbursables.
- **11.7 Class 3 Per Diem Expenses:** Class 3 staff shall be given an allowance for each full calendar day (including non-working days) spent in the Cleveland area, to be included in the direct cost reimbursables. The Consultant shall submit with its monthly invoices a log for each Class 3 person, indicating the date in town and the allowance being requested. In no case shall the allowance exceed \$40.00/day per individual in the Cleveland area. This allowance shall cover daily meals, telephone, television, laundry, local travel, etc. Actual receipts for this particular item are required. Travel to/and from the airport in Cleveland is covered at actual cost, with receipts required.
- **11.8 Class 3 Lodgings:** Class 3 staff are expected to secure apartments in the Cleveland area. Direct cost reimbursements shall be made for actual rental costs, supported by actual receipts. Rental for weekend and other non-working days shall be reimbursable. In no case shall rent exceed a cap of \$1,000/month per person.
- **11.9 Class 3 Inflation:** Inflation shall be measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Midwest Region, as tracked by the Federal Bureau of Labor Statistics. The amount of inflation shall be determined each year, beginning one year after

Notice to Proceed, and shall be re-determined on each anniversary of Notice to Proceed. The \$800 per month cap for Class 3 Travel, and the \$1000 per month cap for Class 3 Lodgings, will be allowed to increase annually by the amount of inflation so determined.

- **11.10 Class 4 Relocation Expenses:** Reasonable relocation to Cleveland expenses (including transportation of household items and two cars, incidentals, temporary lodging and meals for family [not to exceed one month in duration], and one, 3-day spousal trip to Cleveland) shall be allowed based on actual expenditure, with an upper limit of \$20,000 per individual. Only Class 4 staff qualify for relocation expenses. Class 4 staff qualify for relocation expenses, but for no other Personal Allowance expenses.
- **11.11 Travel to a Work Site Other than Cleveland:** Travel to a site outside of Cuyahoga County and outside of the Division of Water's Service Area that is for a project related purpose (such as witnessing a pump test) shall be allowed. Consultants shall propose such travel in their project proposal. Each specific trip must be approved in advance by the City. Class 2 regulations as listed above shall govern this type of travel. The time spent traveling, and the time spent at the alternate site, are billable as a labor expense, provided such time occurs during normal business hours.

12. Taxes

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

City of Cleveland Project Reimbursables

Department of Public Utilities

Division of Water, Division of Water Pollution Control

Project: General Engineering Services IX

Date: March 2016

This project will allow (but not exceed):

Personal Allowances:

Class 2 Allowance \$20,000

Class 3 Allowance \$20,000

Class 4 Allowance \$20,000

Other:

of Project Vehicles Allowed: None

A Project Office Shall Be X Disallowed

_____ Allowed

_____ Required

ATTACHMENT F
PREVIOUS GENERAL ENGINEERING SERVICES
CONTRACT TASKS

Contract I

Task No.	Description	Estimated Value
1	Contract Administration	\$49,328
2	Distribution Main Plan Review	\$25,000
3	Automatic Control Valve Scope	\$2,764
4	Morgan Intake Renovation	\$0
5	Utilities Building Office Space Renovations - Phase I	\$3,090
6	1201 Lakeside Lobby Display	\$1,849
7	Water Main Specials (Study)	\$33,925
8	General Programming Services	\$0
9	Secondary Station Chlorine Monitoring Systems	\$106,922
10	SCADA Radio System Evaluation	\$37,610
11	PEP PMC Phase IIRFP Development Aid	\$1,349
12	Service and Maintenance Building Floor Crack Repair	\$10,578
13	R Data Center	\$10,457
14	Main Plants - Roofing Requirement Contract	\$937
15	Computer Network Assistance	\$11,232
16	Utilities Building Office Space Revisions - Phase II	\$3,039
17	Utilities Building Office Space Revisions - Phase III	\$3,051
18	Parma Pump Station Electrical System Review	\$8,393
19	Red Water Problem Assistance	\$6,350
20	Utilities Building Office Space Revisions - Phase V	\$3,072
21	Flowable Fill Study	\$15,606
22	AutoCAD 2002 System Performance Assistance	\$2,629
23	Erosion Control in Metroparks Euclid Creek Reserv.	\$39,826
24	Pump and Motor Repair Requirement Contract Review	\$3,774
25	Worksite Monitoring Data Entry Assistance	\$0
26	Large Water Meter Flow Measurement	\$30,153
27	Three-D Modeling Issues Study	\$8,690
28	Water Main Specials Design	\$256,360
29	Video Tape to Digital Media Transfer	\$401
30	Drawing Standard Development Assistance	\$17,635
31	Distribution / Maintenance Center Vehicle Wash Upgrade	\$3,841
32	Flowable Fill Pilot Study	\$38,673
33	Sagely Road Water Tower - Preliminary	\$17,445
34	Euclid Corridor Water Main Design	\$569,232
35	Water Production Review	\$17,773
36	Dist./Maint. Center Vehicle Wash Upgrade (Additional)	\$8,484
37	SCADA Radio System Additional Evaluation	\$1,546
38	Contract Administration	\$49,434
39	R Distr./Maint. Communications Center Remodeling	\$14,580
40	Denison Ave. Water Main Replacement	\$69,098
41	Euclid Corridor Sewer Replacement Design	\$85,441
42	Secondary Station Re-Chlorination Systems Design	\$82,453
43	OUPS Marking	\$49,710
44	Large Water Meter Sizing Analysis	\$29,949
45	OUPS Marking (Additional)	\$49,702

Contract II

Task No.	Description	Estimated Value
1	Contract Administration	\$195,869
2	Water Issues Study - West Side	\$99,676
3	North Royalton Pump Trip Study	\$25,806
4	Water Issues Study - East Side	\$34,509
5	System Reliability Preliminary Study	\$170,473
6	Quincy Ave. Water Main Relocation	\$13,512
7	North Royalton Pump Station Sound Abatement	\$56,704
8	Cleveland - Euclid Land Title Search	\$1,628
9	OUPS Marking	\$68,682
10	Water issues Study - Study	\$24,624
11	Microsoft Project implementation - Phase I	\$0
12	Large Meter Measurement and Sizing	\$20,671
13	Back-Up Power installation Scoping	\$492,937
14	Trebisky-Richmond PCCP	\$133,268
15	Database Conversion	\$89,412
16	Hinckley Booster Pump Station	\$34,404
17	Pearl Road Lot Split	\$5,636
18	Harvard Yard HVAC	\$25,287
19	Water break Data	\$28,977
20	Scouring/Flushing Study	\$31,899

Contract III

Task No.	Description	Estimate Value
1	Contract Administration	\$134,341
2	Computer Programmer	\$207,925
3	OUPS Marker	\$147,818
4	Hydrant Inspector	\$115,800
5	Meter Lab Project	\$11,037
6	Harvard Yard	\$29,409
7	Plan Review	\$38,513
8	PC Repairs	\$1,985
9	Misc. Concrete Study	\$0
10	Special Projects	\$166,440
11	Terminal Tower Vaults	\$69,543
12	Issue 2 Application Reviews	\$2,815
13	Keller Road Water Tower	\$90,548
14	Highland/Trebisky Waterline Rehab.	\$141,961
15	Energy Optimization	\$14,140
16	Kirtland-Baldwin Waterline Cathodic Prot.	\$122,923
17	East Cleveland Water Study	\$48,148
18	Materials Testing - Tech & Security Ctr.	\$9,500
19	EG2 Modifications - Phase I	\$16,515
20	Computer System Upgrades	\$311,976
21	RNR Mincom-Ellipse Upgrade - Phase I	\$48,640

22	RNR Mincom-Ellipse Upgrade - Phase II	\$48,340
23	RNR Inventory Assessment	\$177,280
24	Electrical Safety Training	\$10,875
25	Dover Tower Site Evaluation	\$10,875
26	Harvard Electrical - Clean & Test	\$4,890

Contract IV

Task No.	Description	Estimated Value
1	Contract Administration	\$205,301
2	Computer Programmer	\$322,527
3	Akron Proposal	\$118,715
4	GIS CAD Standards	\$29,595
5	Crown Raw Water Inspection	\$15,253
6	Suburban Mains Assistance	\$15,573
7	1201 Lakeside Renovation Design	\$398,919
8	Knowledge Keeper	\$45,923
9	Pump Station Studies	\$84,245
10	1825 Lakeside	\$34,676
11	Cycle E Detailed Design	\$397,089
12	Denison Hill Water Line Lowering	\$8,695
13	Special Projects	\$194,708
14	Asset Management Workshops	\$27,561
15	Keller Tower Design Modifications	\$153,648
16	GPS Services	\$65,123
17	On Base Services	\$32,562
18	E 39th St. Main Internal Insp.	\$18,123
19	Public Square GPR	\$34,445
20	Baldwin/Kirtland RWM Cathodic Protection	\$69,169
21	Shaker Heights Water Main	\$73,731
22	City of Euclid Waterlines	\$151,509
23	Aurora Road Waterlines	\$322,383
24	Superior C P Testing	\$4,262
25	Electrical Safety Training	\$6,678
26	Transformer Testing	\$4,262
27	Euclid Waterline Base Line Potential	\$4,585

Contract V

Task No.	Description	Estimated Value
1	Contract Administration	\$198,930
2	Computer Programmer	\$454,682
3	Filed Administrator Services	\$342,000
4	Sandusky Water Main	\$34,913
5	Electrical Safety Assistance (LOTO)	\$50,408
6	Arc Flash Hazard Analysis	\$112,486
7	Harvard Yard Improvements	\$105,235
8	Suburban Water Main E276 & E252	\$106,781

9	1201 Transformers Inspection & Repairs	\$15,168
10	East 42nd and Harvard Intersection	\$86,659
11	Keller Tower Foundation Construction	\$125,200
12	Inspection Services	\$212,212
13	Secondary Sites Improvements Cycle G	\$200,000
14	Kirtland-Baldwin cathodic Protection	\$109,904
15	Secondary Sites Improvements Cycle G	\$200,000
16	Everett Court Water Main	\$15,676
17	Trebisky Road Water Main	\$58,978
18	1201 Lakeside Improvements CA Assistance	\$165,310
19	Water Supply Trunk Main Standards Updates	\$85,821
20	2010 Cleveland Water Main Replacement	\$64,426
21	Tower City Hydrant Vault CA Assistance	\$63,597
22	Aurora Rd Water Main Construction Phase	\$115,789
23	Bessemer Ave Bridge Water Main	\$33,434
24	Water Intake Crib Inspection	\$4,436

Contract VI

Task No. Description Estimated Value

1	Contract Administration	\$206,773
2	Programmer Services	\$305,654
3	Secondary Sites Improvements Cycle F	\$457,439
4	Sandusky Water Main	\$34,913
5	Electrical Safety Training (NFPA 70E)	\$15,859
6	Arc Flash Hazard Analysis for 1201 Lakeside	\$11,124
7	Warehouse Improvements	\$46,461
8	Backflow Prevention Administrator	\$211,185
9	1201 Transformers Inspection & Repairs	\$17,758
10	Brainard Road Water Supply Main Design	\$110,411
11	Vehicle Fleet and Management Improvement	\$20,000
12	Energy Management & Operations Optimization	\$197,553
13	Switchgear Improvement & Power Monitoring at Secondary Sites	\$209,855
14	Crib Power Systems Service and Training	\$8,776
15	OUPS Marker Services	\$222,300
16	1201 Lakeside Inspection of Marble facade	\$156,888
17	Morgan WWP Design - HMM	\$50,876
18	Roof Inspection Review	\$12,000
19	1825 Lakeside HVAC Renovation	\$34,300
20	Water Main Review Assistance	\$19,945
21	Electrical Safety Assistance (LOTO)	\$19,613
22	Assistance with PV Reservoir Drainage Issues	\$6,090
23	Large Meter Account Technical Support and Billing Analysis Services	\$20,000
24	Water Main Replacement at State Route 8 and Tinker Creek	\$9,000
25	Assistance with Westlake Negotiations	\$65,000
26	Cleveland Replacement Water Mains Phase 2	\$153,821
27	1201 Lakeside IT Server Room and Harvard Yards MVM HVAC Issues	\$16,983
28	Cleveland Replacement Water Mains Phase 3	\$98,098

- 29 Nottingham Filter Building Roof Replacement Design \$114,538
- 30 1201 Lakeside Skylight Replacement design