



CITY OF CLEVELAND
Mayor Justin M. Bibb

Request for Proposal (RFP)
For
ON-STREET PARKING ENHANCEMENT SOLUTION
Issued by the
City of Cleveland Department of Public Works

Schedule of Critical Dates:

October 3, 2022	RFP Published on City Website
October 13, 2022 – 1:00 PM	Pre-Proposal Conference
October 17, 2022 – 5:00 PM	Last Day to Submit Questions related to RFP
October 21, 2022	Publish RFP Addendum with Responses to Questions
November 3, 2022 – 3PM	Proposal Submission Deadline

LATE PROPOSALS WILL NOT BE ACCEPTED

Pre-Proposal Conference

A pre-proposal conference call will be held on **Thursday October 13, 2022, at 1:00 PM EST** interested parties may ask questions or seek clarification pertaining to this Request for Proposals (RFP) and the services desired. Prospective proposers are encouraged to participate in the conference although attendance is not mandatory. For security reasons, those planning to attend the pre-proposal conference must register by e-mail to ITS-PMO@clevelandohio.gov no later than Wednesday, October 12, 2022 at 3:00pm. When registering, it will be necessary to provide the names of all attendees. Details of the teleconference session will be sent to all registered attendees.

Addendum to the RFP

The last day for submission of written questions (i.e., requests for clarification, interpretation or modification) related to the RFP is Monday October 17, 2022, at 5:00 PM EST. Please forward all questions via email to ITS-PMO@clevelandohio.gov. An addendum to the RFP containing responses to questions will be published on the City's website on October 21, 2022.

Submitting Proposals

Each vendor must submit their entire technical proposal and fee proposal separately in PDF format via email separately in two different emails to ITS-PMO@clevelandohio.gov **no later than 3:00 p.m. EST on November 3, 2022. No proposals will be accepted after that date and time unless the City extends the deadline by a written addendum.** Note that email attachments can be no larger than 35 MB in order to be accepted in the Outlook email box. Technical proposal files may be separated into smaller PDF files if necessary and any additional Technical Proposal PDF files must be appropriately labeled in sequential order. General product cut-sheet exhibits should be bundled together and place on a separate PDF file and labeled as an appendix to the Technical Proposal.

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 sole discretion of the City, to be in the City's best interests. The City may modify or amend any provision of this notice or the RFP at any time.

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1. INTRODUCTION AND OVERVIEW

Introduction

The City of Cleveland, OH (City) intends to modernize the operations of its entire on-street parking system. Currently the City's existing on-street parking system is comprised of approximately 2,500 single-space (POM and MacKay) parking meters, 26 solar powered multi-space (Parkeon) smart meter kiosks. The Division of Parking Facilities (DPF), in the Department of Public Works (DPW), is tasked with the installation, repair, maintenance, collection and enforcement of the on-street meter system.

Following the specifications outlined in this document and deliverable services related to implementation must include solutions that will meet the functional and technical requirements as defined in the RFP.

The successful vendor(s) will also be required to develop and implement such system(s) to the extent described, and provide the access, integrations to system operating and management platforms and sites and provide information and analytical reports as described in this RFP. All costs for these products, services, and warranties must be provided in the manner specified and presented herein the Vendor Fee Templates.

Background

The City's Clerk of Courts Office is tasked with the processing, adjudication and fee/fine collections related to parking citation issuance by DPF, the Police, the Regional Transit Agency (RTA) Police and Cleveland State University Police. The City's Clerk of Courts Office currently has a contract with Conduent State & Local Solutions, Inc. to provide an array of back-end services and a comprehensive software platform for the processing of parking citations, the adjudication of citation appeals, the towing and impoundment of confiscated vehicles and the collection of all associated parking fees/fines using its Electronic Ticket Management System (eTIMS) software program. Conduent provides the DPF with its CitySight Enforcement Software program and Zebra handheld citation issuance devices and portable citation printers. Conduent also has equipped one City Police vehicle with (Genetec provided mobile ALPR equipment, devices and software connectivity required to search for and identify scofflaw vehicles).

All equipment, devices, systems, and software platforms associated with the provision of hardware, software and services, to be provided by responding vendors, shall be capable of being appropriately connected and integrated as required, with Conduent's eTIMS and CitySight systems. **All vendors shall obligate to work with and provide the same systems and levels of connectivity and integration, at no charge to the City, to any other back-office parking ticket processing and management entity the City may choose to engage in the future to replace Conduent and the services it provides.**

As part of its overall plan to modernize the on-street parking management system, the City intends to transition to a "license-based" format for accepting on-street parking transaction payments at pay stations and via mobile payment app, and to rely on the license-based format for mobile ALPR enforcement. To this end, the vendor(s) are being solicited to provide and deploy new smart meter hardware (i.e., MSPMs and SSPMs) and software, to establish a new mobile parking payment service platform, and to equip (i.e., with ALPR cameras, laptops/tablets, and system servers) a number of DPF vehicles so they can be used to conduct mobile ALPR enforcement patrols.

The selected vendors shall be required to work with Conduent, as appropriate, to deliver, operationalize and provide on-going service and support to achieve a seamless multi-faceted on-street parking management and enforcement system solution to the City of Cleveland.

Although the City does not seek to implement a virtual permit management platform at this time, the City is requesting vendors that can provide an accompanying virtual permit management platform to describe the features, functions and capabilities of their virtual permit management software module.

Scope of the Procurement

The City seeks to replace its existing system of outdated pole-mounted single space electronic parking meters with either all MSPMs, or mostly MSPMs and some SSPMs and establish a full-featured Mobile Payment Solution for parking customers to pay for parking charges more conveniently. Vendors are allowed to submit a proposal that will deliver one, two or all three of the fundamental elements of this RFP (i.e., a network of smart meters, a full-featured mobile payment solution, and ALPR cameras, laptops/tablets necessary to outfit several City vehicles to be used to conduct mobile enforcement patrols). The successful vendor(s) must present their capabilities and qualifications to provide all materials, labor, equipment, on-going service/support, warranties, and training necessary to install and operationalize these sought-after procurement elements as described below:

1. Delivery, installation, and service support for new network of smart credit card enabled **Multi-Space Parking Meters (MSPM)**, and smart credit card enabled **Single-Space Parking Meters (SSPM)**,
2. Setup and on-going operations of **Mobile Payment Solution** platform that will allow parking customers to either pay transaction charges using a PbC application or a dial-up Interactive Voice Response (IVR) payment platform.
3. Provide, install, and operationalize **Mobile ALPR equipment** (i.e., ALPR cameras, tablets, servers. etc.) for several City DPF vehicles.

1. Smart Multi-Space Parking Meter (MSPM) and Single-Space Parking Meter (SSPM) Network

- a) The precise scope and phasing of the implementation of the meter system modernization has yet to formally adopted and thus the actual quantities of hardware units and spare parts referenced in this RFP for MSPMs could be subject to change. The City will finalize the quantities of MSPM units and spare parts it will acquire and the installation phasing of same after the City has selected the proposing entity to be awarded the procurement contract. The City's decision-making regarding the selection of a proposing entity to be awarded the contract will be based on information contained in the Qualifications, Products and Services Submittal and the Price Proposal Request Forms.
- b) In addition to providing and installing MSPM hardware with accompanying system management software, the successful vendor may also be contracted to remove all or some unspecified number of existing meters (i.e., poles, meter housings and mechanisms). Vendors required to provide unit pricing for the removal of existing meter poles and meters units.
- c) The MSPMs must possess the capacity to interface with all the industry-leading mobile payment service platforms and with the Conduent's existing CitySight Enforcement platform and its soon to be added mobile ALPR enforcement platform.
- d) As previously stated, the City seeks to acquire and install credit card enabled SSPMs and associated spare parts in a limited number of areas throughout the City where such units would be considered to be a preferred installation solution for customers convenience or for some other on-street paid parking program offering. In some cases, such SSPMs might be installed on existing meter poles and in other cases the installation of new meter poles might be required to complete the installation of SSPMs. **The City will only accept SSMP hardware and software proposals from vendors that are able to provide both MSPM and SSMP unit models which can be monitored and managed by the same back-office smart meter system management software platform – separate proposals by vendors who seek to only provide SSPMs accompanying standalone software will not be accepted.**
- e) In addition to potentially providing and installing SSPM hardware with accompanying system management software, the successful vendor will also be required to provide an unspecified number of spare parts for the SSMP. While the installation of any SSMP units will mostly likely

be on existing meter poles, the removal or relocation of some unspecified number of existing poles may be included in the successful vendor's contract. Vendors are required to provide unit pricing for new SSMP units, spare parts and for the removal or installation of meter poles.

- f) The City will finalize the quantities of SSPM units and spare parts it will acquire, and an estimate of the quantities of existing meter poles to be removed and installed, along with its planned installation phasing for same, after the City has selected the proposing entity to be awarded the smart meter system procurement contract.
- g) The SSPM system must possess the capacity to interface with all the industry-leading mobile payment service platforms and with Conduent's existing CitySight Enforcement platform and its soon to be added mobile ALPR enforcement platform.
- h) The City may introduce paid parking in other areas that currently lack parking meters. In some of these new pay parking areas the City may seek to install either MSPM or SSPM units for the collection parking charges, however in other locations the City may establish special parking zones where parking customers' only option for paying the parking charge within the zone will be to do so by using a mobile payment service provider's platform.
- i) As previously stated, the City's existing on-street parking system is comprised of approximately 2,500 single-space (POM and MacKay) parking meters, 26 solar powered multi-space (Parkeon) smart meter kiosks. The weblink below provides a connection to a GIS map that depicts the locational coordinates of all the existing on-street parking meters and pay stations (i.e., by type, rate, time limit, etc.). Access to this map is available to prospective vendors merely for informational purposes. **Vendors are advised not to deduce or presume in any way that this information about the City's existing on-street meter system is an indicator of the likelihood that City intends to acquire a specific quantity of MSPMs and/or SSPMs units.**
 - Existing On-Street Parking System Map:
<https://desman.maps.arcgis.com/apps/View/index.html?appid=15c23ed07c9740ae84230d25c77e27b4>
- j) Warranties, services, support, spare parts for necessary hardware and software system for the complete installation and continued operations of a fully functioning turnkey Smart Parking Meter System Network are further defined in Functional and Technical Requirements section of this RFP.

2. Mobile Payment Solution and On-Going Support Services

- a) The Mobile Payment Solution must offer a comprehensive User Account Registration and Management platform that supports a diverse range of contactless payment options (i.e., Mobile Application, Pay by Web, Interactive Voice Response (IVR), QR Code, SMS text and direct pay using Apple Pay and Google Pay apps).
- b) The Mobile Payment Solution must have the capacity to be fully integrated with the Smart Meter system network, the ALPR enforcement technology equipment and software platforms to be acquired, and with Conduent's existing CitySight Enforcement and eTIMS citation management platform.

3. Mobile ALPR Hardware, Devices and Operating System Software

- a) The Mobile ALPR hardware, devices and operating software is to be installed on a yet to be specified number of DPF parking enforcement vehicles. The proposing vendor must ensure that the City vehicles to be equipped with this mobile ALPR enforcement package of equipment and software will possess the required software and cellular interfaces and integration with Conduent's existing CitySight Enforcement and eTIMS citation management platforms.

REFERENCES

List of Abbreviations.

1. ALPR Automatic License Plate Recognition
2. API Application Programming Interface
3. DPF Division of Parking Facilities
4. DWP Department of Public Works
5. EMV Europay, MasterCard, and Visa (global standard for integrated circuit cards)
6. IR InfraRed
7. IP Internet Protocol
8. IVR Interactive Voice Response
9. LCD Liquid Crystal Display
10. MSPM Multi-Space Parking Meter
11. MSMS Meter System Management Software
12. NEMA National Electrical Manufacturing Association
13. PbC Pay-by-Cellphone
14. PbP Pay-by Plate
15. PbS Pay-by-Space
16. PCI Payment Card Industry
17. PCI-DSS Payment Card Industry - Device Security Standards
18. PEO Parking Enforcement Officers
19. PVB Parking Violations Bureau
20. RMA Return Merchandise Authorization
21. SSPM Single Space Parking Meter
22. SMS Short Message Service

This RFP does not obligate the City to complete the selection and contract award process. The City reserves the right to accept or reject any and all proposals, request additional information from any or all proposers to assist the City in its evaluation process, amend or withdraw this RFP prior to the announcement of the selected firm and award the proposed services in whole or in part, to one or more firms. In case of an amendment to the RFP, all proposers will be provided with a copy of any such amendment(s) and be allowed to revise their proposals in response to the RFP amendment.

The City reserves the right to award the contract to one or more vendors based on their competencies in the various services described above. The City also 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 its best interest.

2. CITY TECHNICAL ENVIRONMENT

Microsoft Windows 10/11 Desktop Operating System, latest versions of Internet Edge, and Google Chrome browsers.

3. USER ACCEPTANCE TESTING AND TRAINING REQUIREMENTS

The City will perform functional user acceptance testing after all aspect of the meter system enhancement project has been operationalized. After this testing, the proposer shall correct any identified deficiencies/issues prior to final acceptance. This testing will focus on the performance of the principal hardware and device units and the associated software platforms and each platform’s integration with other related software platforms (e.g., software for Conduent’s eTIMS, CitySight platforms, for the mobile payment solution, and for the Mobile ALPR Enforcement installation). The proposer will be required to train all immediate supervisory staff on the utilization of this equipment, systems and software.

4. PROPOSAL FORMAT

All vendors should use the following order and format for preparing and presenting their response:

a. Proposal Checklist

The Proposal Checklist (Attachment “D”) must be completed and returned with the Vendor’s proposal package.

b. Cover Letter

The Vendor must include a cover letter outlining the contents of the response. Include a summary of Vendor’s prior experience in their respective industry, and with similar municipal clients. An authorized representative of the firm must sign the cover letter to verify the contents of the response. The letter also must incorporate the following:

1. A statement of Vendor’s commitment and an indication of which aspects of the RFP solicitation the Vendor is seeking to provide to the City.
2. A statement that the proposed solution will meet the requirements outlined in the RFP and/or a list of exceptions to the requirements in the RFP. (Note that the City reserves the right to reject any proposal containing such exceptions, or to require modifications before acceptance.)
3. A statement indicating whether or not proprietary information has been included in the proposal.
4. A statement that the Vendor’s proposal, including proposed pricing and fees for products, installations, services, and on-going fees will remain valid for a minimum period of one hundred eighty (180) days after the proposal due date. *(Note that the City reserves the right to request that the Vendor extend the period during which the proposal will remain valid.)*

All information contained within the response will become part of the final contract.

c. Executive Summary

The Vendor will provide an Executive Summary that condenses and highlights the proposal content (i.e., proposed products, services to be provided, high-level project management objectives, project team makeup, etc.). The Executive Summary should contain enough information to provide any City reviewer with a broad understanding of the vendor’s entire proposal.

d. Vendor Background

The Vendor will provide detailed information on the company’s background and experience, using the Vendor Background Information template (Attachment “E”).

e. Vendor Client References

Each Vendor proposing as a Primary Contractor must provide the names and contact information of at least three different client references currently representing public sector municipality or public parking authority that the vendor has provided, installed, and is currently supporting the same types of products and services described in this RFP. Vendors should reference only clients with fully implemented projects. The vendors should also note current City environments where the vendors have active system and platform integrations with Conduent's CitySight Enforcement and eTIMS citation management platforms. Noted references should with clients that have received the products, systems and services similar to those being sought by the City of Cleveland in the RFP within the past seven years. The Vendors must reply to this section using the Vendor Client Reference template provided in "Attachment F" of this RFP.

f. Proposed Solution and Professional Services

The Vendor's proposal must provide a comprehensive description of the proposed solution that builds on the high-level overview provided in the Executive Summary of the proposal. The Proposed Solution and Professional Services section should include, at a minimum, a detailed discussion of the Vendor's:

- ❑ Understanding of the functional and technical requirements for both the products and services required for the proposed solution and for the provision of related professional services.
- ❑ General description of the proposed solution and specific information regarding
 - Minimum hardware, network, and operating system requirements
 - A schedule of system maintenance/new releases over the past two years for the system being proposed (including a summary of new release content, the reason for product update, impact to clients, whether optional or required)
 - Any planned or in-process modifications or enhancements to the system hardware and software being proposed over the next 12 months, including the expected date of release
 - All pre- and post-installation/operational system support and/or available support options
- ❑ Proposed project organization and structure, including an organization chart the identifies the roles and responsibilities of principle individual(s) the Vendor will rely on to manage the project and provide on-going service support, including but not necessarily limited to the following:
 - Proposed project management services the Vendor will provide
 - Proposed high-level implementation plan, including milestones, major tasks, high-level schedule for completion, general practices for communicating and coordinating with the City's project team.
 - Proposed installation management and support services the Vendor will provide
 - Proposed testing strategy the Vendor will rely on to verify performance and compatibility with City's environment
 - Proposed training plan (technical, end-user, system administrator) with a description of course materials provided for each type of training the Vendor will provide
 - A "generic" implementation plan schedule template in Microsoft Project
 - A status report relating to any supply chain issues which may be expected to significantly impact the project's implementation timetable.
- ❑ Listing of deliverables to be provided.

g. Proposed Project Resources and Staffing

For this section, the Vendor must define the resources, and the type and level of service to be provided to deliver and operationalize each of the fundamental elements to satisfy the City's requirements concerning implementing and deploying an enhanced on-street parking system management and enforcement system. At minimum, the Vendor must define:

- ❑ Expertise required to complete tasks and deliverables
- ❑ Number of technical and non-technical resources (Vendor and City) that will be required to complete tasks

The proposed project staffing must include the Vendor’s project team leader, and all key staff (i.e., those persons dedicated for at least 50% of their time) employed by the Vendor or the vendor’s sub-contractor(s) to be assigned to this project. The staffing plan should show all proposed individuals, including their major areas of responsibility during the project, and percent of the time to be dedicated to the project.

Resumes and roles of all key personnel proposed for this project must be included. The resumes should highlight each individual’s:

- ❑ Experience and work tenure with the Vendor
- ❑ Experience with project-related implementation
- ❑ Experience with projects similar in size and scope to this project

Description of experience must include specific responsibilities and number of years. If project management responsibilities are assigned to more than one individual during the project, resumes must be provided for each person.

Each project referenced in a resume should include the customer’s name, customer reference (including current telephone number) and dates/duration of the project, as well as a very brief project description.

The City reserves the right to approve or reject any changes to the Vendor’s Project Manager or other key personnel after the contract award. The City also reserves the right to require personnel changes, with reasonable notice to the Vendor, following contract award if the City determines that such changes are in the best interests of the project.

h. Response to Functional Requirements

The Vendor must provide a response to each system requirement detailed in the Functional Requirements table (**Attachment “G”**) by placing an “X” in the appropriate response box.

A RESPONSE MUST BE PROVIDED FOR EACH REQUIREMENT OR AN ASSUMPTION WILL BE MADE THAT THE VENDOR CANNOT ACCOMPLISH THE REQUIREMENT.

i. Vendor Relationships and Agreements

Provide a list of Vendor relationships and agreements with other Vendors and subcontractors with respect to this project.

j. Fee Proposal Format

The Vendor will provide a detailed fee proposal using the Vendor Fee Proposal Schedules template provided in **Attachment “H”** of this RFP. Items in the fee proposal should cover all cost components of the Vendor’s proposed solution, and it represent the total cost of the solution and professional services to implement and deploy a system that meets the City of Cleveland’s stated requirements.

If the primary contractor (Vendor) uses third party firms (i.e., sub-contractors) as part of the project, the cost of these firms must be included as part of the Primary Vendor’s fee proposal. The Primary Vendor will be totally responsible for payment and other agreements made with any third-party Vendor or Vendors.

The fee proposal is to be submitted under separate packaging. Failure of the Vendor to meet these requirements for submission of the fee proposal may result in disqualification of the proposal in its entirety.

5. GENERAL VENDOR REQUIREMENTS

In order to obtain the best possible solution and services, the City does not wish to dictate the specifics of a proposed solution. The City, instead, encourages Vendors to be creative in proposing a solution that will best meet the City's stated requirements, and advance the project.

Project Communication

The selected Vendor will be expected to provide the City with performance reports commencing after the first two weeks of contract performance. These reports will contain, at a minimum:

- ❑ Planned versus actual accomplishments for the reporting period and an explanation for any variances between them;
- ❑ Information regarding open issues/questions, identification of the person(s) to whom these are assigned, and a target resolution date; and
- ❑ Potential problems, delays, or adverse conditions and suggested mitigation, including clear identification of any assistance required by the Vendor from the City or other parties.

Performance reports must be submitted via e-mail at the end of each complete reporting period (to be determined by the City) to the City's Project Manager.

The Vendor will be expected to attend meetings and/or teleconferences with the City's project representatives, as reasonably requested by the City. The Vendor will be responsible for providing the City's Project Manager with meeting minutes within two (2) business days of such meeting and/or teleconference, which should describe action items, decisions made, and outstanding issues, concerns, or questions concerning performance raised by the City and/or the Vendor.

Commitment to Best Practices

The Vendor must articulate how any emerging and/or future trends and technologies relating to the project will fit into the proposed project plan. The Vendor will relate how it keeps current with emerging trends, and how it will provide best practices information to the City, concerning this project.

Contract Compliance Forms

Respondents must review, complete, sign, and submit all of the City of Cleveland Contract Compliance Forms listed in the section titled "Attachment "C". These forms can be found under the "Forms" link in the Vendor Services section of the City's website.

One original signed copy of the responses to "Contract Compliance Forms" must be provided with the original signed proposal. Vendors are not required to provide additional copies of the forms with additional copies of their proposals.

Additional Information

The proposal may also include any additional information that may be helpful and relevant.

6. PROPOSAL EVALUATION AND SELECTION

Basis for Award

Proposals received in response to this request will be reviewed and evaluated by a team. The final selection will be based on the evaluation team's assessment of the respondents per the following evaluation criteria:

- I. Quality, thoroughness, and clarity of the proposal
- II. How well the submitted package meets the City's needs
- III. Qualifications, capabilities, and experience of the firm and staff

- IV. Vendor references
- V. Advantages and disadvantages to the City, which could result from the proposal.
- VI. Implementation strategy, project management, and commitment to a successful project
- VII. Equal opportunity, MBE/FBE factor
- VIII. Price.

Round 1– Procedural Compliance/Documentation Quality Assurance/ Functional Requirements Review. The purpose of this phase of the evaluation is to verify that the vendor has complied with the following stipulations and acceptance criteria:

- Vendor adhered to the City’s established process for communication with the City.
- Vendor submitted a proposal to the City on or before the submission deadline.
- Cover of the Vendor’s submission package contains the appropriate content designation, and all requested components of the submission package are included.
- Vendor has completed and submitted the Proposal Checklist (City will verify all documentation supplied by the vendor, including all forms).
- Review of vendors' responses to the Functional Requirements matrix. “Attachment G”
- Vendors screened and disqualified as a result of this review will be notified.

Vendor proposals that meet the acceptance criteria may progress to the next step in the evaluation process.

Round 2- Proposal Evaluation and Scoring. Failure by the vendor to comply with the instructions provided or to submit a complete proposal may render a proposal to be deemed as not being qualified for the award, except that the City reserves the right to waive irregularities determined to be minor in nature. The City may also, and solely at its discretion, choose to notify a vendor of deficiencies in its response to the RFP and allow the vendor to remediate such deficiencies.

The 2nd Round of evaluation, which is the proposal Evaluation and Scoring, will be based on the following criteria:

- Vendor Profile/Qualifications Information
- Feedback and findings from the Vendor’s References
- Scope and Quality of Response, Proposed Services, and Solution
- Functional Requirements Review
- Technical Requirements Review
- Training and Support Services

Round 3- Vendor Product Demonstration and Oral Interview. Qualified vendors from Round 2 may be invited to conduct a product demonstration for the City of Cleveland. Detailed instructions on the demonstration requirements and the content will be provided at that time.

Fee Evaluation: The review of the vendors’ fee proposals will be based on the following criteria:

- Completeness of response
- Consistency and clarity of proposed costs with the vendor’s proposed scope of services
- Overall realism and reasonableness of proposed costs.

7. AGREEMENT PROCESS

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

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

The City shall not be responsible for any Vendor costs incurred concerning the preparation of the proposal, travel to any meetings, or any other Vendor costs associated with proposal preparation.

The City of Cleveland’s Law Department will prepare the contract. Vendor responses must identify a designated Contact Person authorized to negotiate the final terms and conditions with the Law Department. It should be noted that the Law Department uses the City of Cleveland to prepare contract forms and not standard Vendor contract forms.

8. TERMS AND CONDITIONS

The following terms and conditions, substantially in the form contained herein, shall be included in the agreement between the City and the successful respondent. Please carefully review these terms and conditions. No specific response to this section is required.

Term

The term of this Agreement shall begin on the effective date of this Agreement and, unless sooner canceled in accordance with the terms of the Agreement, shall terminate upon completion of and approval by the City of all work to be performed.

Cancellation

The City may cancel this agreement at any time upon written notice to the Contractor.

Independent Contractor

The contractor and the City agree that the contractor is an independent contractor and not an employee of the City and further agrees that contractor shall be considered as such for all purposes. As such contractors shall retain sole financial responsibility for all taxes due to federal, state, or local governments or agencies on account of themselves, their employees, representatives, or agents.

Equal Opportunity, MBE/FBE

The Contractor shall comply with all terms, conditions, and requirements imposed on a "Contractor" in the *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, (Attachment F) and shall make the Clause part of every subcontractor 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.

A copy of this Clause shall be made a part of every subcontractor agreement entered into for goods or services, and shall be binding on all persons, firms, and corporations with whom the Contractor may deal.

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. The forms can be found at [City of Cleveland OEO Forms](#)

Cleveland Area Business Code

During performance of this contract, Contractor shall comply with any and all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 and 187a. 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. There is no subcontractor participation goal for this contract.

Subcontracts and Assignments

Contractor shall not subcontract, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without the prior written consent of the City. Subcontracting, if permitted, shall not relieve Contractor of any of its obligations under this Agreement.

Contractor shall be and remain solely responsible to the City for the acts or faults of any such subcontractor and such subcontractor's officers, agents, and employees, each of whom shall for this purpose, be deemed to be an agent or employee of Contractor to the extent of its subcontract. Contractor and any subcontractor shall jointly and severally agree that the City of Cleveland is not obligated to pay or to be liable for the payment of any sums due to any subcontractor.

Assignment

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

Confidentiality

In rendering the Services to be performed pursuant to this Agreement, Contractor agrees to treat and maintain confidential information and data as the City’s confidential property and from the date hereof and agrees not to divulge it to any third party at any time or use it for Contractor’s personal benefit or otherwise, except as such use or disclosure may be required in connection with the performance of the Services or maybe consented to, in writing by the City.

Compliance with Laws and Policies

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

Indemnification and Insurance

Contractor shall indemnify and hold harmless the City and its respective officers, agents and employees from and against all losses, damages, expenses, suits or claims, liabilities and costs, including reasonable attorney's fees, that may be based upon any negligent error or omission by Contractor or any injury to persons or property arising out of an error, omission or negligent act of Contractor or its sub-contractor. Contractor shall, at its own expense, defend the City in all litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection therewith and shall, at its own expense, pay all claims and related expenses and satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation. Such indemnification shall survive the termination of this Agreement.

State Industrial Compensation

Contractor shall be required at all times during the term of this Agreement, if required by law, 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. Contractor shall also furnish, if applicable, upon the request of the City, a copy of the official certificate or receipt showing the payments referred to herein.

Social Security Act

Contractor 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 Contractor on work performed under the terms of this Agreement 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 Contractor also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefore.

Interest of Contractor

Contractor covenants that it 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. Contractor further covenants that no person having any such interest shall be employed in the performance of this Agreement.

Defaults and Remedies

- A. Contractor shall be in default of this Agreement upon the happening of any of the following events:
1. Contractor fails to observe or perform any of the covenants or agreements to be observed or performed by it hereunder, and such failure continues for five (5) days after written notice thereof is given to the Contractor by the City.
 2. The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Contractor for its dissolution, reorganization or liquidation; (ii) a petition in bankruptcy by Contractor; (iii) an adjudication of Contractor as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors.
 3. Contractor abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamities beyond its control.
- B. Upon the happening of any one or more of the events as set forth in Paragraph A of this Article, or upon any other default or breach of this Agreement, the Finance Director may, at her option, exercise concurrently or successively any one or more of the following rights and remedies:
1. Enjoin any breach or threatened breach by Contractor of any covenants, agreements, terms provisions or conditions hereof.
 2. Sue for the performance of any obligation, promise, or agreement devolving upon Contractor for performance or damages for the nonperformance thereof, all without terminating this Agreement.

3. Terminate this Agreement.

C. All rights and remedies granted to the City herein and any other rights and remedies that the City may have at law and 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.

9. EQUAL OPPORTUNITY 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 RFQ 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 Contractors:

Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in the performance of the Agreement;

Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (the “OEO”) or the contracting department;

Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor’s compliance; and

Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g., 25% completion, 50% completion, 75% completion).

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

Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor’s Office of Equal Opportunity (the “OEO”) in its proposal.

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 RFQ.

To document its good-faith effort to utilize certified MBE, FBE, and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal, and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs, and FBEs by checking the City's website at www.city.cleveland.oh.us. Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

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

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 subcontractor 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.

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.

10. CONSTRUCTION OF AGREEMENT:

- A. The validity, interpretation, construction, and performance of this Agreement shall be in accordance with the laws of the State of Ohio.
- B. This Agreement and the agreement between the City of Cleveland sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, and understandings, oral or written, of any nature whatsoever between the parties regarding the subject matter hereof. The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or any other term of this Agreement.
- C. No modifications or amendments to this Agreement will be valid unless in writing and signed by each of the parties hereto.
- D. 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 or 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.
- E. Contractor agrees that no representation or warranties of any type shall be binding upon the City unless expressly authorized in writing herein.
- F. The headings of sections and paragraphs to the extent used herein are used for reference only, and in no way define, limit or describe the scope or intent of any provisions hereof.
- G. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute one and the same instrument.

11. ATTACHMENTS

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

- 1. Attachment "A", Equal Opportunity Clause.
- 2. Attachment "B", Definitions.
- 3. Attachment "C", Forms.
- 4. Attachment "D", Proposal Checklist
- 5. Attachment "E", Vendor Background Information
- 6. Attachment "F", Vendor Client References
- 7. Attachment "G", Functional Requirements
- 8. Attachment "H", Vendor Fee Proposal

Attachment “A” 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 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, 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 contracts, 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 concerning any subcontractor as a means of enforcing the provisions of the Code.”

Attachment “B” Definitions per Circular A-87:

1. "Approval or authorization of the awarding or cognizant Federal agency" means documentation evidencing consent prior to incurring a specific cost. If such costs are specifically identified in a Federal award document, approval of the document constitutes approval of the costs. If the costs are covered by a State/local-wide cost allocation plan or an indirect cost proposal, approval of the plan constitutes the approval.
2. "Award" means grants, cost-reimbursement contracts, and other agreements between a State, local and Indian tribal government and the Federal Government.
3. "Awarding agency" means (a) concerning a grant, cooperative agreement, or cost-reimbursement contract, the Federal agency, and (b) concerning a sub-award, the party that awarded the sub-award.
4. "Central service cost allocation plan" means the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a governmental unit on a centralized basis to its departments and agencies. The costs of these services may be allocated or billed to users.
5. "Claim" means a written demand or written assertion by the governmental unit or grantor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of award terms, or other relief arising under or relating to the award. A voucher, invoice, or other routine requests for payment that is not a dispute when submitted is not a claim. Appeals, such as those filed by a governmental unit in response to questioned audit costs, are not considered claims until a final management decision is made by the Federal awarding agency.
6. "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under this Circular on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies.
7. "Common Rule" means the "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Final Rule" originally issued at 53 FR 8034-8103 (March 11, 1988). Other common rules will be referred to by their specific titles.
8. "Contract" means a mutually binding legal relationship obligating the seller to furnish the supplies or services (including construction) and the buyer to pay for them. It includes all types of commitments that obligate the government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. In addition to bilateral instruments, contracts include (but are not limited to): awards and notices of awards, job orders or task orders issued under basic ordering agreements, letter contracts, purchase orders, under which the contract becomes effective by written acceptance or performance, and, bilateral contract modifications.
9. "Cost" means an amount as determined on a cash, accrual, or another basis acceptable to the Federal awarding or cognizant agency.
10. "Governmental unit" means the entire State, local, or federally-recognized Indian tribal government, including any component thereof.

11. "Grantee department or agency" means the component of a State, local, or federally-recognized Indian tribal government which is responsible for the performance or administration of all or some part of a Federal award.
12. "Indirect cost rate proposal" means the documentation prepared by a governmental unit or component thereof to substantiate its request for the establishment of an indirect cost rate as described in Attachment E of the OMB Circular A-87. Indirect costs are those: (a) incurred for a common or joint purpose benefiting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. The term "indirect costs," as used herein, applies to costs of this type originating in the grantee department, as well as those incurred by other departments in supplying goods, services, and facilities. To facilitate equitable distribution of indirect expenses to the cost objectives served, it may be necessary to establish several pools of indirect costs within a governmental unit department or in other agencies providing services to a governmental unit department. Indirect cost pools should be distributed to benefited cost objectives on bases that will produce an equitable result in consideration of relative benefits derived.
13. "Local government" means a county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (whether or not incorporated as a non-profit corporation under state law), any other regional or interstate government entity, or any agency or instrumentality of a local government.
14. "Public assistance cost allocation plan" means a narrative description of the procedures that will be used in identifying, measuring, and allocating all administrative costs to all of the programs administered or supervised by State public assistance agencies as described in Attachment D of this Circular.
15. "State" means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments.

OBM Circular A-87

Attachment "C", Forms

1. Office of Equal Opportunity
 - Schedule 1: Project Contact Information Form
 - Schedule 2: Schedule of Subcontractor Participation
 - Schedule 3: Statement of Intent to Perform as a Subcontract
 - Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification
2. Federal Form W-9 including Taxpayer Identification Number.
3. Non-Competitive Bid Contract Statement
4. Northern Ireland Fair Labor Practices Affidavit

Attachment “D”, Proposal Checklist

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

PROPOSAL CHECKLIST (Complete and Include with Proposal Submission)		
Item Description	Form	Included? (Y/N)
Management Letter	N/A	
Vendor Background Information	See Attachment E	
Vendor Client Reference Form	See attachment F	
Solution and Professional Services Description	N/A	
Staffing Plan (Include Resumes and Org. Chart)	N/A	
Functional and Technical Requirements	See Attachment G	
Vendor Fee Summary	See Attachment H	
Schedule 1 Project Contact Information Form	See Attachment C – OEO Form	
Schedule 2 Schedule of Subcontractor Participation	See Attachment C – OEO Form	
Schedule 3 Statement of Intent to Perform as a Subcontractor	See Attachment C – OEO Form	
Schedule 4 CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification	See Attachment C – OEO Form	
Northern Ireland Fair Employment Practices Disclosure	See Attachment C	
Non-Competitive Bid Contract Statement for	See Attachment C	
W-9 Request for Federal Taxpayer Identification	See Attachment C	
Completed Proposal Checklist	Attachment D (This Form)	

Attachment “E” – Vendor Background Information

Information Requested		Vendors Response, Comments, or Explanations
<i>OVERVIEW</i>		
1	Vendor Name	
2	Address	
3	Telephone Number	
4	Contact Person	
5	E-Mail Address	
6	Parent Company (If Applicable)	
7	Address	
8	Telephone Number	
9	Provide information about any local branch offices or support centers that might serve an account in Cleveland, OH, including number of employees and type of services provided	
10	Provide name of each principal	
11	Provide the year the company was established and any former firm names	
13	Provide the type of company (public or private)	
14	Provide the financial statements and annual report for past 3 years	
15	Provide the state and type of incorporation	
16	Provide the number of years the company has engaged in Project type system implementation	
17	Provide information on related services offered by the company	
<i>PERSONNEL</i>		
18	Provide the total number of FTEs in the company	
19	Provide the total number of FTEs that engage in Customer Support	
20	Provide the total number of FTEs that engage in Project Management	
21	Provide the total number of FTEs that engage in System Implementation and Rollout	
22	Provide average years of experience of professional staff	
23	Estimated number of resources that would be dedicated to the City for the duration of the project	

Information Requested		Vendors Response, Comments, or Explanations
24	Number of similar projects currently being undertaken by company	
<i>IMPLEMENTATION HISTORY</i>		
25	Number of years of experience the company has implementing similar parking system enhancement solution	
26	Number of Public Sector/Municipal clients (specify clients)	
27	Number of clients in the Greater Cleveland area (specify clients)	
28	Number of clients currently using the type of solution being sought by the City	
29	Implementation projects the Vendor has completed successfully within the past seven years (include duration, completion date and accuracy of cost estimate for each)	
30	Public Sector Project implementation projects the Vendor has completed successfully within the past seven years (include duration, completion date and accuracy of cost estimate for each)	
31	Project implementation projects the Vendor has undertaken, but not completed within the past seven years (include reason project was not completed)	
<i>CERTIFICATION WITH FISERV</i>		
32	Is the payment solution that is being proposed certified to Fiserv?	
33	If so, what is the payment solution name that the certification is under with Fiserv?	
<i>PENDING LITIGATION</i>		
34	Number of Pending Litigations that the company has had in the past seven years. Please attach a separate document with the details of each situation (client name, date and description/cause)	
35	Number of situations where the company has been subject to Liquidated Damages in the past seven years. Please attach a separate document with the details of each situation (client name, imposed amount, imposed date, collected amount, date collected, description/cause)	

Attachment “F” – Vendor Client References

1. Must provide at least three current municipal references of a similar size as Cleveland where the Vendor currently has related parking operations (i.e., Parking Meter Systems, Mobile Payment, and/or ALPR Enforcement services) within the United States.
2. Mobile Payment Solution vendors must currently process at least 1 million mobile parking transactions monthly.
3. At least seven years’ experience in the US providing parking meter system, mobility payment and ALPR enforcement solutions.

<u>VENDOR CLIENT REFERENCE #1</u>	
Information Requested	Vendor Response, Comments or Explanation
Proposing Vendor Name	
Reference Company/Organization Name	
Reference Address	
Reference Contact Name	
Contact’s Position	
Contact’s Telephone Number	
Type of Company/Organization (Industry)	
Number of Employees	
Scale and Scope of Systems and Services provided and supported	
Subcontractors used	
Identify any Vendor Staff that worked on this reference company's project, that are proposed for the project	
Original Cost Estimates	
Actual Final Costs	
Comments	

<u>VENDOR CLIENT REFERENCE #2</u>	
Information Requested	Vendor Response, Comments or Explanation
Proposing Vendor Name	
Reference Company/Organization Name	
Reference Address	
Reference Contact Name	
Contact's Position	
Contact's Telephone Number	
Type of Company/Organization (Industry)	
Number of Employees	
Scale and Scope of Systems and Services provided and supported	
Subcontractors used	
Identify any Vendor Staff that worked on this reference company's project, that are proposed for the project	
Original Cost Estimates	
Actual Final Costs	
Comments	

<u>VENDOR CLIENT REFERENCE #3</u>	
Information Requested	Vendor Response, Comments or Explanation
Proposing Vendor Name	
Reference Company/Organization Name	
Reference Address	
Reference Contact Name	
Contact's Position	
Contact's Telephone Number	
Type of Company/Organization (Industry)	
Number of Employees	
Scale and Scope of Systems and Services provided and supported	
Subcontractors used	
Identify any Vendor Staff that worked on this reference company's project, that are proposed for the project	
Original Cost Estimates	
Actual Final Costs	
Comments	

12.Attachment “G” – Functional and Technical Requirements

The City of Cleveland’s functional requirements for the Project are listed in this form. The Vendor must respond to each of the requirements by placing an “X” in the column of the appropriate response (see table below for response code definitions). For any requirement without a response, the City will assume the Vendor cannot provide the functionality.

Response Code	Definition
Meets	Requirement can be implemented “out of box” without customizations or modifications to the existing application
Custom	Requirement can be met by changing existing solution or through use of solution tools (NOTE: In Comments column, describe the customization and the estimated level of complexity – High, Medium, or Low)
Partial	Requirement is only partially satisfied. (NOTE: In Comments column, describe portion of requirement not being met)
Does not Meet	Requirement cannot be met without significant changes to the product.

X-Ref	City of Cleveland Functional Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
F-1	<p>The City expects the entire network of new MSPM and SSPM units to be controlled by a single robust Meter System Management Software (MSMS) platform. The MSMS shall have the capacity to</p> <ul style="list-style-type: none"> • remotely monitor hardware performance status, • coin deposits, • process, tabulate and audit system-wide parking transactions (in real time and historically) • produce a variety standardized and user configured reports on the operations and financial performance of the system. • The City expects the MSMS platform generated reports to be exportable to: <ul style="list-style-type: none"> i. Microsoft Excel. ii. Text Files iii. Database Flat Files iv. Direct Connection with another Database <p>The MSMS shall also have the capacity to reliably interface with at least three of the industry's leading Mobile Payment providers and with at least three of the industry's leading ALPR Parking Enforcement System providers (i.e., provide names of Mobile Payment and ALPR Enforcement system providers). Additionally, the MSMS shall have the capacity to integrate with Conduent's CitySight citation issuance and enforcement platform and its eTIMS citation processing and management platform.</p>					

X-Ref	City of Cleveland Functional Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
F-2	The City expects this MSMS and SSPM platform to have the capacity to program parking rates (i.e., including the capability to create and manage a demand-based rate structure for all or any part of the new network of MSPM and SSPMs) in a manner that does not require any system down-time and without incurring surcharges for doing so.					
F-3	The City expects the MSPM and SSPM units and the MSMS platform to have cellular wireless technology that supports 3G, 4G, LTE and 5G communication connections. All quoted communications options must be backed with a reference of a proven existing field installation where the communication method has been shown to be reliable.					
F-4	The City expects the communication connection of new MSPM and SSPM units to have a removable SIM Card port which is easily accessed with basic tools and the required SIM Cards (i.e. which are compatible with the City's cellular service provided) shall be provided with each unit.					
Mobile Payment Solution:						
F-5	The Mobile Payment Service must have a Web presence and must have the capacity to be fully integrated with the equipment and software platforms for the MSPM and SSPM system network, the ALPR enforcement technology to be acquired, and with Conduent's CitySight citation issuance and enforcement platform and its eTIMS citation processing and management platform.					

X-Ref	City of Cleveland Functional Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
	The City expects the Mobile Payment Service Provider to deliver a full-service PbC solution capable of enabling a parking customer using the service providers' cellular application to:					
F-6	to search for available parking opportunities before arriving at a location,					
F-7	to use a map feature that will allow customers to identify their parking location by street and parking district					
F-8	to query the applicable parking fee for a selected on- or off-street parking location by transmitting the parking zone number of the customer's parking location by Short Message Service (SMS) or IVR call					
F-9	to enter their license plate information, the mobile parking zone number or MSPM or SSPM meter identification number and their desired parking time and pay the corresponding parking fee for their parking session using a credit/debit card or a pre-funded mobile payment account					
F-10	to query the amount of time remaining for their parking session regardless of whether paid at a MSPM or by using the mobile payment application					
F-11	to receive a SMS alerts prior to the expiration of their paid parking time,					
	The City expects the Mobile Payment Service Provider to provide multiple ways for a user to manage his or her mobile payment account and the user accounts must satisfy the following requirements:					

X-Ref	City of Cleveland Functional Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
F-12	All interfaces for the account management must meet or exceed industry-level standards to encrypt and secure credit card and other personal data.					
F-13	Users must be able to create and manage accounts through a website (desktop and mobile versions), mobile application, IVR system and through a live customer service representative.					
F-14	<p>Users must be able to create new accounts with the following parameters:</p> <ul style="list-style-type: none"> i. Username (email) ii. Password iii. Phone Number iv. Vehicle(s) License Plate Number(s) v. Payment Credit/Debit Card Number(s) vi. Billing Name and Address <p>Users can easily add, remove and update vehicle information. Users can select a primary vehicle and nickname each one.</p>					

X-Ref	City of Cleveland Functional Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
F-15	<p>Users must be able to access a history of all transaction made on an account and be able to view reports and receipts showing:</p> <ul style="list-style-type: none"> i. Date and time. ii. Duration of Stay iii. Rate iv. Total Amount Paid v. Payment Method/ Card Used vi. License Plate Number vii. Parking Location: Meter/City Block/Parking Zone <p>Users can see complete details of recent parking transactions including Zone, City, Date/Time, Duration, Vehicle (LPN), Payment Method, Parking Fees and Total cost. After the parking session ends, the user shall also get an email receipt.</p>					
F-16	<p>Users must be able to configure reminders for parking sessions expiration, including the ability to:</p> <ul style="list-style-type: none"> i. Set alert time ii. Enable or disable reminders iii. Configure the type of reminder (SMS or Email) 					
F-17	<p>When funding a pre-funded “mobile wallet” payment account, mobile payment system set a minimum charge/recharge amount for such accounts.</p>					
F-18	<p>The mobile payment system must have the ability to automatically notify a user and/or recharge a pre-funded “mobile wallet” payment account if the account balance falls below a certain amount. Users can refill their pre-loaded wallet at any time and check the account balance.</p>					

X-Ref	City of Cleveland Functional Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
F-19	The mobile payment system must be able to support both pay per transaction using a credit/debit card and pay out of a “mobile wallet” models and the Mobile Payment Service provider must explain any difference in cost between these two models.					
The City expects the Mobile Payment Service system to have an <u>administrative portal</u> that is website accessible to only City designated system administrators who shall be provided the capacity to do the following:						
F-20	Create and manage user accounts					
F-21	Activate and deactivate user’s mobile payment accounts					
F-22	Reconfigure and run various system transaction and account reports					
F-23	To query mobile payment transaction records and interface with the Clerk of Courts citation issuance, processing and adjudication platforms, currently Conduent’s eTIMS and CitySight platforms.					
F-24	To accept and /or update personal customer information required to initiate an eligibility-based application process for obtaining a virtual license plate based parking permit,					
F-25	To process user payments for the associated costs to acquire or renew a virtual parking permit,					
F-26	To accept user submitted information related to obtaining approval for a temporary or permanent change to a virtual parking permit file.					

X-Ref	City of Cleveland Functional Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
F-27	To cancel a virtual parking permit and process a payment refund request, if applicable,					
F-28	To query the Clerk of Courts existing platform for maintaining information and records about an unsettled current or past parking citations, currently Conduent's eTIMS platform.					
F-29	To query the Clerk of Courts existing platform for maintaining information and records about the status of parking citation appeal requests, currently on Conduent's eTIMS platforms.					
F-30	To query the Clerk of Courts existing platform for maintaining information and records about the payment of assessed fees/fines/charges for parking citations, vehicle tows and/or vehicle impounds, currently Conduent's eTIMS platform.					
F-31	System must support complex rate structures including special event rates, holidays, etc.					
The City expects the Mobile Payment Service system to provide City designated system administrators the ability to generate a wide range standard and user configurable performance reports queried by following:						

X-Ref	City of Cleveland Functional Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
F-32	Transactions references: i. License Plate Number ii. Phone Number iii. Username/Account Number iv. Date and Time v. Duration of Stay vi. Parking Rate vii. Total Amount viii. Payment Method ix. Credit Card Type (Visa, MC, AMEX, Discover) x. Parking Location Meter/City Block/Zone					
F-33	User Account Sign Ups					
F-34	User Account Charges/Recharges					
F-35	The City expects the Mobile Payment Service system reports to be exportable to: i. Microsoft Excel. ii. Text Files iii. Database Flat Files iv. Direct Connection with another Database Reports must always be available for viewing or download. The system must allow reports to be exported to .xls, .csv, and .pdf formats.					
F-36	Administrator Portal Requirements: The Mobile Payment system must have a web-based tool to manage the inventory of the parking system. The inventory must hold information on each meter/block/zone, including its: a. ID. b. Address. c. Status (active or inactive). d. Rate. e. Hours of operation. f. Hours of restrictions. g. Maximum length of stay.					

X-Ref	City of Cleveland Functional Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
F-37	Once a rate, rule or zone change is made to the inventory, the mobile payment system must be updated immediately or queued for update at a set time, as determined by the City.					
F-38	An administrator must be able to use the tool to manually update the attributes of a single meter/block/zone or import a file to update the entire inventory.					
F-39	Administrators must have an interface to query transactions for ticket adjudication purposes.					
F-40	Reporting: Administrators must be able to run reports on transactions and accounts, including: a. Transactions made by: i. License plate number. ii. Phone number. iii. Username/account number. iv. Date and time. v. Duration. vi. Rate. vii. Total amount. viii. Payment method. ix. License plate number. x. Meter/block/zone ID. b. Account sign ups.					
F-41	The vendor must provide performance metrics on its reporting tool, with scenarios such as: a. Number of new accounts per week. b. Number of transactions per day by meter/block/zone ID. c. All transactions in a calendar year.					

X-Ref	City of Cleveland Functional Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
F-42	<p>Manage Promo Codes: Users can apply code provided to their account or to an active session and will receive a discount on their transaction. The functionality should be fully customizable, so the City can adjust the promo codes number of uses, time frames, zones eligible, and more.</p>					
F-43	<p>Ways to Pay: The mobile payment system must offer a diverse range of contactless payment options, including the following:</p> <ul style="list-style-type: none"> • Mobile Application • Pay by Web • Interactive Voice • Response (IVR) • QR Code • SMS Text • Users must have the ability to pay directly from the Google Pay app. • Payments through all of the methods listed must offer the City the option to act as Merchant of Record, or have the vendor act as Merchant of Record 					
F-44	<p>Website: The system must provide a website with the following requirements:</p> <ul style="list-style-type: none"> • Must support desktop and mobile browsers. • The website must have identical functionality features to that of the mobile application, including Map View, Parking Availability, Reservations, Manage Account features, and a simple parking payment process. 					

X-Ref	City of Cleveland Functional Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
F-45	<p>System Availability:</p> <ul style="list-style-type: none"> The system must provide redundant/failsafe servers which ensure at least 99.5% uptime of all components of the system. The proposed system must be able to handle up to 10 million monthly mobile payment transactions. 					
F-46	<p>Deployment Plan: The vendor must provide a comprehensive tentative deployment schedule that includes a description of all phases, tasks, and sub-tasks.</p>					

F-47	<p>Marketing: Vendor must provide marketing services at no cost for the life of the contract.</p> <ul style="list-style-type: none"> • The vendor must describe their comprehensive marketing plan which includes the following: <ul style="list-style-type: none"> - Overall marketing strategy from pre-deployment to post-deployment. - Describe best practices for high impact signage and decals. - Vendor must display proven history of increased adoption rates and provide specific examples of successful strategies and deployments. • The vendor must deploy marketing campaigns and strategies to promote the launch of the system and drive adoption, including: <ul style="list-style-type: none"> - Push notifications and in-app messaging to provide information and drive behavior. - Geo-fencing functionality to target visitors coming into town who already have the app on their phone. - Customized video content that can be embedded on the City’s website. Videos should include demos and tutorials to help end users use the system. - Social Media strategies to help raise awareness of the mobile payment system. - Leverage local media coverage to promote the launch and use of the system. - Other advantageous strategies shall also be described. 					
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X-Ref	City of Cleveland Functional Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
F-48	<p>Pay by Mobile Application: The vendor must provide an all-inclusive smartphone application with the following Key Functionality requirements:</p> <ul style="list-style-type: none"> • Mobile applications must be compatible with Android and iOS smartphones • Quick process to select parking zone, confirm vehicle and payment type, and then start a parking session. • A Map View based on location that displays nearby parking zones. A user can then touch the zone number to initiate a parking session. • Map View must also provide the following features: <ul style="list-style-type: none"> - Search for available parking before arriving at the destination - Displays points of interest in the area such as electric charging stations, restaurants, retail, and event venues. - Identify nearby multi-modal transportation options such as bus, rail, and streetcars. • Ability to add time to the existing parking session. • Integration with Apple Maps, Google Maps and Waze to direct users back to their car. • Customizable push, SMS and email alerts to notify a user when parking will expire. • The application must meet industry-level data security standards to encrypt and secure credit card. 					

X-Ref	City of Cleveland Functional Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
F-49	<p>Training:</p> <ul style="list-style-type: none"> • The Mobile payment vendor must provide training to personnel designated in the following areas: <ul style="list-style-type: none"> - Use of payment methods. - Use of any websites designed for users and administrators. - Use of any enforcement tools. • The vendor must also provide training for end users, including, but not limited to a frequently asked questions (FAQ) section and/or instructional videos on the vendor’s website. 					

-Ref	City of Cleveland Technical Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
Application & Interface Security						
T-1	Do you use OWASP guidelines or another standard to build your application securely?					
T-2	Do you review your application for security vulnerabilities and address any issues prior to deployment?					
Business Continuity Management & Operational Resilience						
T-3	Is physical protection against damage (e.g., natural causes, natural disasters, deliberate attacks) anticipated in your disaster recovery plan?					
T-4	Do you test your backup or redundancy mechanisms at least annually?					
Change Control & Configuration Management						
T-5	Are there procedures in place to triage and remedy reported bugs and security vulnerabilities?					
Datacenter Security						
T-6	Are physical security perimeters (e.g., fences, walls, gates, electronic surveillance, physical authentication mechanisms, reception desks, and security patrols and/or alarms) implemented at the data center storing CoC data?					
Governance and Risk Management						
T-7	Do you maintain an Information Security Management Program (ISMP)?					
T-8	Do you have a risk assessment process, performed at least annually, calculating the likelihood and impact of all identified risks?					

-Ref	City of Cleveland Technical Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
Human Resources						
T-9	Are systems in place to monitor for privacy breaches and notify CSU expeditiously if our data is exposed or compromised?					
T-10	Are all employees, contractors and third parties with access to data, systems, and networks, subject to background verification?					
T-11	Do you train your employees regarding their information security roles and responsibilities?					
T-12	Are all personnel required to sign NDA or Confidentiality Agreements as a condition of employment to protect customer/tenant information?					
T-13	Are personnel trained and provided with awareness programs at least once every 3 years?					
T-14	Are documented policies, procedures, and guidelines in place to govern change in employment and/or termination?					
T-15	Do the above procedures and guidelines account for timely revocation of access and return of assets?					
T-16	Do you access and share CSU data/metadata?					
T-17	Do you allow tenants to opt out of having their data/metadata accessed via inspection technologies?					
Identity & Access Management						
T-18	Do you restrict, log and monitor access to your information security management systems? (E.g., hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)					

-Ref	City of Cleveland Technical Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
T-19	Do you monitor and log privileged access (administrator level) to information security management systems?					
T-20	Are controls in place to prevent unauthorized access to your application, program or object source code?					
T-21	Do you provide multi-failure disaster recovery capability?					
T-22	Do you have more than one provider for each service you depend on?					
T-23	Do you review entitlements for all system users and administrators at least annually?					
T-24	Do you revoke or modify access upon any change in status of employees, contractors, business partners or involved third parties (termination, transfer, or contract end)?					
T-25	Do you support use of, or integration with, existing customer-based Single Sign On (SSO) solutions to your service?					
T-26	Do you support identity federation standards (SAML, SPML, WS-Federation, etc.) as a means of authenticating/authorizing users?					
T-27	Do you support password (minimum length of 10, age, history of greater than 25, complexity upper/lower/digit/symbol) and account lockout (lockout threshold 5 attempts, lockout duration 15 or greater) policy enforcement?					
T-28	Do you allow tenants/customers to define password and account lockout policies for their accounts?					

-Ref	City of Cleveland Technical Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
T-29	Do you support the ability to force password changes upon first logon?					
T-30	Do you have mechanisms in place for unlocking accounts that have been locked out (e.g., self-service via email, defined challenge questions, manual unlock)?					
T-31	Are utilities that can manage virtualized partitions (e.g., shutdown, clone, etc.) appropriately restricted and monitored?					
T-32	Do you have a capability to detect and respond to attacks that target the virtual infrastructure directly (e.g., shimming, Blue Pill, Hyper jumping, etc.)?					
Infrastructure & Virtualization Security						
T-33	Are file integrity (host) and network intrusion detection (IDS) tools implemented?					
T-34	Is physical and logical user access to audit logs restricted to authorized personnel?					
T-35	Are audit logs reviewed on a regular basis for security events (e.g., with automated tools)?					
T-36	Do you log and alert any changes made to virtual machine images regardless of their running state (e.g. dormant, off or running)?					
T-37	Do you use a synchronized time-service protocol (e.g., NTP) to ensure all systems have a common time reference?					
T-38	Do your system capacity requirements take into account current, projected and anticipated capacity needs for all systems?					
T-39	Are security vulnerability assessment tools or services virtualization aware?					

-Ref	City of Cleveland Technical Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
T-40	Do you regularly review allowed access/connectivity (e.g., firewall rules) between security domains/zones within the network?					
T-41	Are operating systems hardened to provide only the necessary ports, protocols, and services to meet business needs?					
T-42	Do you logically and physically segregate production and non-production environments?					
T-43	Are wireless security settings enabled with strong encryption for authentication and transmission, replacing vendor default settings? (e.g., encryption keys, passwords, SNMP community strings)					
T-44	Can you detect the presence of unauthorized (rogue) network devices and immediately disconnect them from the network?					
T-45	Do your network architecture diagrams clearly identify high-risk environments and data flows that may have legal compliance impacts?					
T-46	Do you implement technical measures and apply defense-in-depth techniques (e.g., deep packet analysis, traffic throttling and black-holing) for detection and timely response to network-based attacks associated with anomalous ingress or egress traffic patterns (e.g., MAC spoofing and ARP poisoning attacks) and/or distributed denial-of-service (DDoS) attacks?					
Mobile Security						
T-47	Do you allow mobile devices (such as smartphone and tablets) to access your private networks?					

-Ref	City of Cleveland Technical Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
Security Incident Management, E-Discovery & Cloud Forensic						
T-48	Do you maintain liaisons and points of contact with local authorities to contact immediately in the case of a serious attack or incident (e.g. DDoS or Ransomware)?					
T-49	Do you have a documented security incident response plan?					
T-50	Does your logging and monitoring framework allow isolation of an incident to specific tenants?					
Supply Chain Management, Transparency and Accountability						
T-51	Do you have cloud supply chain providers (i.e. Kurzweil SaaS sits on top of a PaaS or IaaS provided by a 3rd party)?					
T-52	Do you design and implement controls to mitigate and contain data security risks through proper separation of duties, role-based access, and least-privileged access for all personnel within your supply chain?					
T-53	Do you make security incident information available to all affected customers and providers periodically through electronic methods (e.g. portals)?					
T-54	Do you collect capacity and use data for all relevant components of your cloud service offering?					
T-55	Do you provide tenants with capacity planning and use reports?					
T-56	Do you perform annual internal assessments of conformance and effectiveness of your policies, procedures, and supporting measures and metrics?					

-Ref	City of Cleveland Technical Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
T-57	Do you select and monitor outsourced providers in compliance with laws in the country where the data is processed, stored, and transmitted?					
T-58	Do you select and monitor outsourced providers in compliance with laws in the country where the data originates?					
T-59	Does legal counsel review all third-party agreements?					
T-60	Do third-party agreements include provisions for the security and protection of information and assets?					
T-61	Do you provide the client with a list and copies of all sub processing agreements and keep this updated?					
T-62	Do you review the risk management and governance processes of partners to account for risks inherited from other members of that partner's supply chain?					
T-63	Are policies and procedures established, and supporting business processes and technical measures implemented, for maintaining complete, accurate and relevant agreements (e.g., SLAs) between providers and customers (tenants)?					
T-64	Do you have the ability to measure and address non-conformance of provisions and/or terms across the entire supply chain (upstream/downstream)?					
T-65	Can you manage service-level conflicts or inconsistencies resulting from disparate supplier relationships?					
T-66	Do you review all agreements, policies, and processes at least annually?					

-Ref	City of Cleveland Technical Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
T-67	Do you assure reasonable information security across your information supply chain by performing an annual review?					
T-68	Does your annual review include all partners/third-party providers upon which your information supply chain depends?					
T-69	Do you permit tenants to perform independent vulnerability assessments?					
T-70	Do you have external third-party services conduct vulnerability scans and periodic penetration tests on your applications and networks?					
Threat and Vulnerability Management						
T-71	Do you have anti-malware programs installed on all of your systems, with at least daily updates?					
T-72	Do you conduct vulnerability scans at least monthly?					
T-73	Do you conduct application-layer vulnerability scans at least semi-annually?					
T-74	Can you rapidly deploy patches across all of your computing devices, applications, and systems?					
Training, Testing, and Support						
T-75	Ability to provide a train the trainer to core users (approximately 10) on the utilization of the software. This includes training on hardware and software equipment installation (if applicable) and support. Note: This includes all roles (E.g., Administrative, super users, users, etc.)					

-Ref	City of Cleveland Technical Requirements	Response to Requirements				Comments/Clarifications
		Meets	Custom	Partial	Does not Meet	
T-76	Ability to provide functional User Acceptance Testing (UAT) for the core users (approximately 10) to participate in the UAT process. Note: This includes all roles (E.g., Administrative, super users, users, etc.)					
T-77	Ability to provide post-deployment support.					
T-78	Ability to provide a warranty on equipment, if applicable.					
T-79	Ability to provide training materials for users to reference before and after the deployment, as well as for the use of training new employees.					
Data Conversion Requirements						
T-80	Can you convert the legacy data to the new system?					

13. “Attachment H” -Vendor Fee Proposal

In the following fee proposal schedules the vendor is required to provide costs for the required Solution. The vendor’s proposed solution maintenance and support costs must include the following:

- 24x7 Toll-Free telephone technical support for help or error reporting or error corrections.
- Supplemental, standard or product releases will be provided to the city at no cost under the support agreement. The vendor is required to specify in detail the responsibility of installation for these releases and any other third-party solution installation the vendor provides. A supplemental release is defined as a minor release of the vendor’s solution that contains primarily error corrections to an existing standard release and may contain limited improvements that do not affect the overall structure of the vendor’s software.
 - A supplemental release is defined as a minor release of the vendor’s solution that contains primarily error corrections to an existing standard release and may contain limited improvements that do not affect the overall structure of the vendor’s software.

- A standard release is defined as a major release of the vendor's solution that contains product enhancements and improvements.
- A product release is defined as a major release of the vendor's solution considered to be the next generation of an existing product or a new product offering.

Use the Vendor Fee Templates below to fill in the cost associated with the service(s) you wish to provide.

VENDOR PRICE TEMPLATE #1 MOBILE PARKING PAYMENT SYSTEM

Item	Service	Description	Cost	Unit of Measurement (i.e. per transaction, per hour, annually, one-time)
Transactions & Operations				
1	Mobile Payment per transaction fee <i>(to be paid by User)</i>			per parking transaction
2	Transaction fee for extending parking time <i>(to be paid by User)</i>			per parking transaction
3	Monthly minimum of total transactions <i>(to be paid by User)</i>			per customer
Admin. Fees if Vendor Assumes Merchant of Record Standing				
4	Merchant Processing Fee			per parking transaction
5	Merchant Validation Setups			one-time setup per merchant account
6	Merchant Validation Transaction Fee <i>(to be paid by Merchant)</i>			per parking transaction
7	Processing fee for transaction chargebacks			per parking transaction
Implementation & Setup				
8	End User Support (describe base package inclusions)			Annually
9	On-Going Client Support <i>(assume the inclusion of the following overhead line items, if applicable)</i>			Annually
	<i>Hosting Fee</i> <i>Security</i> <i>Maintenance</i> <i>Project Management and Calls</i> <i>Data Costs</i> <i>Other (specify)</i>			
10	Integration with parking meters/paystations			Fee for complete platform integration
11	Integration with enforcement and Automatic License Plate Recognition (ALPR) technologies and Conduent Citation Processing			Fee for complete platform integration
12	Integration with Parking Access Revenue Control (PARCS) technologies for gated off-street facilities			Fee for complete integration per parking facility

13	Special Reporting Features			one-time setup per special feature
14	Included Ongoing Marketing/Outreach (<i>describe base package inclusions</i>)			one-time program cost
15	White Label Platform Setup			one-time setup cost
Implementation & Set-up				
16	Setup Fee (<i>i.e., Planning & Coordination</i>)			one-time setup cost
	<i>Rights and Rates Setup Fee</i> <i>Rights and Rates Monthly Subscription Fee</i>			
17	Project Launch – Training (<i>specific hours of training included</i>)			one-time service cost
18	Included Project Launch Marketing / Outreach			one-time service cost
19	Signage & Decals: Launch Project (<i>define the basis for the cost figure</i>)			one-time setup cost
20	Interactive Voice Response (IVR) Setup Fee			one-time setup cost
21	Interactive Voice Response (IVR) usage fee			per parking transaction
Additional Ad Hoc Services as Needed				
22	Configuration Updates & Changes (<i>i.e. changes/updates related to rates, zones, time limits, etc.</i>)			hourly billing rates
23	Any Other Costs (<i>include descriptions</i>)			Define basis of costs
Other Services				

VENDOR PRICE TEMPLATE #2

MULTI-SPACE AND SINGLE SPACE SMART METER NETWORK AND HARDWARE

Multi-Space Parking Meter Stations (MSPM)				
Item	Item Description	QTY	Unit Price	Extended Cost
1	MSPM Unit Cost - <i>(including Glare-Resistant Alpha-Numeric Color Touch Screen, Solar Powered, Battery- Backup, Coin Vault, Cellular interface, EMV Card Reader, Installation Anchor Hardware, and Inventory ID Sticker/Tag - 24 Mo. Base Warranty)</i>			
2	Contactless NFC Credit Card Reader - <i>(operable with Apple Pay, Google Pay, Samsung Pay Apps)</i>			
3	AC Power Kit for Non-Solar Powered Units			
4	MSPM Hardware Shipping & Storage Costs			
5	MSPM Unit Installation Cost			

Multi-Space Parking Meter Station: Consumables & Spare Parts

Item	Item Description	QTY	Unit Price	Extended Cost
6	Receipt Paper Rolls <i>(Specify the number of receipts to be yielded per roll)</i>			
7	Extra Back-up Batteries			
8	Extra Coin Vault Canisters			
9	Extra Contactless NFC Credit Card Reader			
10	Extra Glare-Resistant Alpha-Numeric Color Touch Screen			
11	Extra EMV Credit Card Readers			
12	Other Recommended Spare Parts <i>(Please Itemize Below)</i>			

Multi-Space Parking Meter System: Signage, Sign Poles, Signage Installation

Item	Item Description	QTY	Unit Price	Extended Cost
13	MSPM System Signs <i>(specific assumed total signage quantity)</i>			
14	MSPM System Signpost <i>(specific assumed total sign post quantity)</i>			
15	MSPM System Signage Installations <i>(specific assumed number of signage installations)</i>			
16	MSPM System Signage Shipping & Storage			

Single-Space Parking Meter Mechanisms & Housing (SSPM)				
	Item Description	QTY	Unit Price	Extended Cost
17	SSPM Parking Meter Mechanism & Housing - (w/ Solar Powered, Battery-Backup, Cellular interface, Coin Vault, EMV Card Reader, and Inventory ID Sticker/Tag - 36 Mo. Base Warranty)			
18	Bluetooth Connectivity			
19	SSPM Parking Meter Mechanism & Housing Shipping & Storage			
20	SSPM Hardware Shipping & Storage Costs			
21	SSPM Parking Meter Mechanism & Housing Unit Installation Cost: For removal & replacement of existing meter units on existing poles <i>(with twin or single mount bracket) with new SSPM unit complete with ID markers)</i>			
22	SSPM Parking Meter Mechanism & Housing Unit Installation Cost: For installations with new pole placements and brackets complete with <i>ID markers)</i>			
Single-Space Parking Meter Mechanisms & Housing Consumables & Spare Parts				
	Item Description	QTY	Unit Price	Extended Cost
23	Extra EMV Credit Card Reader			
24	Extra Coin Validator			
25	Extra Solar Panel			
26	Extra Meter Mechanisms			
27	Extra Meter Housing			
28	Contactless Credit Card Payment Upgrade			
29	Large Coin Can			
30	Small Coin Can			
31	Meter Cannister Portable Collection Hardware			
32	Other Recommended Spare Parts <i>(Please Itemize Below)</i>			
33	Cost to Furnish Meter Pole			
34	Cost Furnish Twin-Mount Meter Bracket			
35	No Parking Meter Bag			
36	Other Recommended Spare Parts <i>(Please Itemize Below)</i>			

MSPM and SSPM System Management Software Platform & Support			
	Item Description	Define Unit Basis for Costs	Annual Costs
37	MSPM and SSPM Data MGMT Fee <i>(including Credit Card Payment Transactions to Mobile ALPR Enforcement Platform in real-time)</i>		
38	Secure Gateway Credit Card Transaction		
39	On-going MSPM and SSPM Credit Card Payment Transaction Data Pay Station		
40	Software Upgrades & Patches		
41	Workstation Licensing Fees		
42	Vendor Provided Training (defined as "Annual Hours of Training" focused on each of the following areas)		
43	System Hardware Training <i>(Usage, Service, Maintenance, Repair & Collections)</i>		
44	System Software Training <i>(Data Entry/Retrieval, Mapping/Analytics, Report Generating, Program Changes Etc.)</i>		
45	System Configuration & Integration Training		
MSPM and SSPM System Extended Warranty Annual Pricing			
Annual Cost for Extending Full System Warranty Beyond Years 1 and 2 which are to be including in initial contract: <i>(Including primary coverage for hardware, devices, connectivity, integration between systems/equipment, installation.)</i>			
46	Year 3 Costs		
47	Year 4 Costs		
48	Year 5 Costs		
49	Year 6 Costs		
50	Year 7 Costs		

14.NOTICE TO BIDDERS AND OEO SCHEDULES



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS

&

OEO SCHEDULES

City of Cleveland

Justin M. Bibb, Mayor

Tyson Mitchell, 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 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, 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 in Part 2, with the corresponding dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must be an actual dollar amount, and should not be a range of

values or a percentage of the contract.

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

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

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

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

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

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

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

Failure to submit and accurately complete OEO Schedules 1, 2, 3, and 4 may result in the rejection of all or part of the bid or proposal. Submission of incomplete, inaccurate, or inconsistent data in the Schedules may lead to a formal investigation, decertification of the Bidder or Proposer, decertification of the subcontractor, and/or a rejection of all or part of the bid. The City of Cleveland reserves the right to waive any informality or immaterial irregularity and reserves the right to reject any or all bids.

4. Equal Employment Certification:

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual

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

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

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

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
 - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
 - (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.

- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status, the Office of Equal Opportunity may take immediate enforcement action.

5. CSB Certification:

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

There are two classifications of CSBs:

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

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

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

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

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: <http://www.sba.gov/content/small-business-size-standards>

6. CSB Contract Participation

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

Where other, project-specific goals have not been set in the bid or proposal documents, the standard CSB subcontractor participation goals are:

Construction Contracts:	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 the 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>.

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 the 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 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

**THE OEO SCHEDULES ARE NOW
AVAILABLE AS FILLABLE PDF
DOCUMENTS AT THE OFFICE OF
EQUAL OPPORTUNITY WEBSITE.**

**THIS IS THE PREFERRED FORMAT
FOR SUBMITTING YOUR OEO
SCHEDULES AS PART OF YOUR BID.**

WWW.CLEVELANDOHIO.GOV/OEO



**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 completed 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 completed 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 completed 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 completed and signed?



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: Certified MBE/FBE/CSB Subcontractor Participation Commitment

Project Name:	
Bidder/Proposer Name:	

The subcontractor listed below is intended to fulfill the Minority-owned Business Enterprise (MBE), Female-owned Business Enterprise (FBE) and/or Cleveland-Area Small Business (CSB) participation goals established for this bid. Eligible subcontractors must be certified by the City of Cleveland Office of Equal Opportunity (OEO), both generally and for the specific type of work or supply furnished for the contract. The appropriate NAICS code should be included for the type of work listed below, or the bidder may not receive credit for the subcontractor's participation on the contract. **NOTE: Material Suppliers (not manufacturers) will receive credit for 60% of the value listed for its material supply subcontract amount in Part 4.**

Subcontractor:
Address:
City, State, Zip:
OEO Compliance Contact:
Contact Email Address:
Contact Phone:
OEO Certification: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/>
Federal Tax ID#/EIN:

Part 1: Contract Spec Item #	Part 2: NAICS Code	Part 3: Type of Work Performed and/or Materials Supplied	Part 4: Subcontract Amount
			\$
			\$
			\$
	TOTAL		\$

The Bidder **may not substitute subcontractors** between the submission of bids and award of the contract. After the contract is awarded, the Bidder may not substitute or shift subcontractors without written approval of the Director of OEO.

The undersigned subcontractor is confirming that it is certified as a MBE, FBE, and/or CSB firm with the Office of Equal Opportunity, and is certified in the appropriate category, defined by NAICS codes, to provide the goods or services listed above. Both undersigned parties agree that, if awarded a contract, they will enter into a written agreement confirming the intentions documented above.

RE-SUBCONTRACTING

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

- Yes** If Yes, the subcontractor must complete additional Schedule 2 and/or Schedule 3 forms documenting the resubcontracting of work to certified and/or non-certified subcontractors. Failure to do so will be considered a lack of good faith effort to meet the MBE, FBE, and/or CSB subcontracting goals for this bid.
- No**

Authorized Bidder Representative:			
Signature:		Date:	

Authorized Subcontractor Representative:			
Signature:		Date:	



**City of Cleveland - Office of Equal Opportunity
SCHEDULE 3: Schedule of Subcontractor Participation**

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE NON-CERTIFIED SUBCONTRACTORS and/or SUBCONSULTANTS expected to participate on this contract.

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
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:			\$
Contact Email Address:			\$
Contact Phone:			\$
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:			\$
Contact Email Address:			\$
Contact Phone:			\$
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:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$



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 make a good faith effort to utilize 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 CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in identifying 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:	

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

REASONS FOR **CSB/MBE/FBE** SUBCONTRACTOR UNAVAILABILITY

Instructions:

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

Example Reasons for Unavailability

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

Office of Equal Opportunity

Reporting Submission Schedule

- Monthly Subcontractor Payment Reports in B2Gnow
- Certified Payroll Reports in LCPtracker

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>B2Gnow Monthly Audit Available</u>	<u>B2Gnow and LCPtracker REPORTING DUE</u>
JANUARY	1 st Monday in the FEB.	3 rd Friday in the FEBRUARY
FEBRUARY	1 st Monday in the MAR.	3 rd Friday in the MARCH
MARCH	1 st Monday in the APRIL	3 rd Friday in the APRIL
APRIL	1 st Monday in the MAY	3 rd Friday in the MAY
MAY	1 st Monday in the JUNE	3 rd Friday in the JUNE
JUNE	1 st Monday in the JULY	3 rd Friday in the JULY
JULY	1 st Monday in the AUG.	3 rd Friday in the AUGUST
AUGUST	1 st Monday in the SEPT.	3 rd Friday in the SEPTEMBER
SEPTEMBER	1 st Monday in the OCT.	3 rd Friday in the OCTOBER
OCTOBER	1 st Monday in the NOV.	3 rd Friday in the NOVEMBER
NOVEMBER	1 st Monday in the DEC.	3 rd Friday in the DECEMBER
DECEMBER	1 st Monday in the JAN.	3 rd Friday in the JANUARY

Requested By: _____

(Department/Office)

Requested By: _____
(Department/Office)

**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2022
(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 Justin Bibb, the Neighbors for Justin Bibb Committee, or any similar campaign committee of Justin Bibb, 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 2022 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, 2020 and December 31, 2021 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, 2020 and December 31, 2021 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 2022 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, 2020 and December 31, 2021.
- ____ (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, 2020 and December 31, 2021 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, 2020 and December 31, 2021 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.

15. NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor

By: _____

Title: _____

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



VENDOR ENTRY FORM

Add Vendor
 Change Vendor Info
 Delete Vendor

Business Name:							
1099 INFORMATION							
Incorporated?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Federal Tax ID:		-		
If "NO" Check One:		<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHER:					
If "NO" Enter your Social Security Number:					-		
IRS Reporting Name*:							
<i>*If this is not the name listed on contracts with the city, please attach a detailed explanation.</i>							
Address:							
City:				State:		Zip:	
Phone:	()	Ext.		Fax:	()		
Website Address:							
Email Address:							
ORDERING ADDRESS INFORMATION							
Check each that applies*:							
Address:							
City:				State:		Zip:	
Phone:	()	Ext.		Fax:	()		
Contact:				Title:			
Email Address:							

**Please attach additional pages if you have more than one ordering/other location.*

REMITTING ADDRESS INFORMATION				
Address:				
City:		State:		Zip:
Phone:	()	Ext.	Fax:	()
Contact:				
Payment Name*:				
<i>*If payment name is different from business name, please attach a detailed explanation.</i>				

BANK INFORMATION	
<i>IF YOU ARE CURRENTLY RECEIVING PAYMENTS VIA EFT, PLEASE COMPLETE THIS SECTION TO VERIFY OUR INFORMATION</i>	
Bank Name:	Account #:
Bank Contact:	ABA/Routining #:
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:	<table border="0"> <tr> <td style="text-align: center;"><i>Female Business Enterprise</i></td> <td style="text-align: center;"><i>Minority Business Enterprise</i></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> <td style="text-align: center;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table>	<i>Female Business Enterprise</i>	<i>Minority Business Enterprise</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>Female Business Enterprise</i>	<i>Minority Business Enterprise</i>				
<input type="checkbox"/> YES <input type="checkbox"/> NO	<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 _____

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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