
**CITY OF CLEVELAND,
OHIO**

DEPARTMENT OF FINANCE



DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

April 8, 2015 & April 15, 2015

BID OPENS- Thursday, April 30, 2015

FILE NO. 50-15 Computer Hardware, Software and Services, including Printers, Ancillary Accessories, Parts Supplies, Peripheral Devices FOR THE VARIOUS DIVISIONS OF CITY GOVERNMENT FOR THE DEPARTMENT OF FINANCE and AS AUTHORIZED BY ORDINANCE 81-15 PASSED COUNCIL FEBRUARY 2, 2015

There will be a NON-MANDATORY Pre-bid meeting Thursday, April 16, 2015 at 11:00 a.m. Located Division of Information Technology and Services, 205 West St. Clair Avenue, Room 307, Cleveland, Ohio 44114



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CITY OF CLEVELAND
Department of Finance
Division of Purchases and Supplies
City Hall Room
Cleveland, Ohio 44114
216-664-2620

HUD requires a local city to be listed on the application as a co-applicant and to be obligated as a co-Grantee under the CNI Grant Agreement; and Whereas, only the Lead Applicant is authorized to receive the CNI grant proceeds; and

Whereas, the CNI grant supports locally driven solutions for transforming distressed neighborhoods using place-based strategies to address housing, neighborhoods, and people; and

Whereas, one of CMHA's initiatives under CNI grant will be to redevelop the Cedar Estates through these funds and other leveraged funding sources; and

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

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

Section 1. That The Director of Community Development is authorized to be a co-applicant and co-Grantee with CMHA and to enter into a Choice Neighborhoods Implementation Grant Agreement with HUD that will allow CMHA to receive up to \$30,000,000 in CNI grant funding from HUD.

Section 2. That the Director of Community Development is authorized to enter into a separate agreement with CMHA regarding the implementation of the CNI grant program.

Section 3. That the summary for the grant, presented to the Finance Committee of this Council at a public hearing on this legislation and set forth in File No. 78-15-A, is made a part of this ordinance as if fully rewritten, is approved in all respects, and shall not be changed without additional legislative authority.

Section 4. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed February 2, 2015.

Effective February 10, 2015.

Ord. No. 79-15.

By Council Member Kelley (by departmental request).

An emergency ordinance authorizing the Director of Finance to enter into one or more contracts by way of concession for the provision of not to exceed one hundred and twenty pay telephones at various City facilities, but excluding the rights-of-way of the City, for a term of two years with two one-year options to renew, the first of which is exercisable through additional legislative authority.

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

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

Section 1. That, notwithstanding any provision of the Codified Ordinances of Cleveland, Ohio, 1967, to the contrary, the Director of Finance is authorized to enter into one or more contracts by way of concession, on the basis of competitive proposals to be selected by the Board of Control, for

the provision of not to exceed one hundred and twenty pay telephones at various City facilities, but excluding any of the rights-of-way of the City. The facilities may include Cleveland Hopkins International Airport, Public Hall, Public Auditorium, City Hall, City jails, and other City facilities, or any combination of these facilities, as deemed most advantageous in the opinion of the Director of Finance. The contract or contracts authorized by this ordinance shall be for a term of not to exceed two years, with two one-year options to renew. The first of the one-year options to renew may not be exercised without additional legislative authority. If such additional legislative authority is granted and the first of the one-year options to renew is exercised, then the second of the one-year options to renew may be exercisable at the option of the Director of Finance, without the necessity of obtaining additional authority of this Council. The contract or contracts shall be prepared by the Director of Law, and approved and certified by the Director of Finance.

Section 2. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed February 2, 2015.

Effective February 4, 2015.

Ord. No. 81-15.

By Council Member Kelley (by departmental request).

An emergency ordinance authorizing the purchase by one or more requirement contracts of computer hardware and software, including printers, ancillary accessories, parts, supplies, peripheral devices, and labor and materials for installation if necessary, and maintenance, support, and training, for the various divisions of City government, for a period of three years, with two one-year options to renew, the first of which is exercisable through additional legislative authority.

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

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

Section 1. That the Director of Finance is authorized to make one or more written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for a period of three years, with two one-year options to renew, of the necessary items of hardware and software, including printers, ancillary accessories, parts, supplies, peripheral devices, and labor and materials for installation if necessary, and maintenance, support, and training, in the approximate amount as purchased during the preceding term, to be purchased by the Commissioner of Purchases and Supplies on a unit basis for the various divisions of City government. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of

Control determines. Alternate bids for a period less than the specified term may be taken if desired by the Commissioner of Purchases and Supplies until provision is made for the requirements for the entire term. The first of the one-year options to renew may not be exercised without additional legislative authority. If such additional legislative authority is granted and the first of the one-year options to renew is exercised, then the second of the one-year options to renew may be exercisable at the option of the Director of Finance without the necessity of obtaining additional authority of this Council.

Section 2. That the costs of the contract or contracts shall be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of the initial purchase, which purchase, together with all later purchases, shall be made on order of the Commissioner of Purchases and Supplies under a requisition against the contract or contracts certified by the Director of Finance. (RQN 1511, RL 2015-1)

Section 3. That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Finance may sign all documents that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

Section 4. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed February 2, 2015.

Effective February 4, 2015.

Ord. No. 96-15.

By Council Members K. Johnson, Brancatelli and Kelley (by departmental request).

An emergency ordinance to amend Section 8 of Ordinance No. 1061-14, passed September 15, 2014; to add new Section 9; and renumber existing Section 9 to new Section 10, relating to funding for the traffic signalization improvements and utility relocations necessary for the redevelopment of Public Square.

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

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

Section 1. That Section 8 of Ordinance No. 1061-14, passed September 15, 2014, is amended to read as follows:

Section 8. That, excluding the cost of the traffic signalization improvements and utility relocations identified in Section 9, the cost to the City for the Improvement and property acquisition authorized in this ordinance shall not exceed \$10,000,000 and shall be paid from the fund or funds to which are credited any gifts or grants received under this ordinance and from the fund or funds approved by the Director of Finance.

City of Cleveland

DEPARTMENT OF FINANCE
SHARON DUMAS
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES
TIFFANY WHITE
COMMISSIONER

BIDDER'S CHECK LIST

The City of Cleveland requires that each bid submitted must comply with certain legal requirements to be considered a valid and formal bid. The checklist below is provided to assist in avoiding rejection of your bid due to omission of required information or forms.

CHECK WHEN COMPLETED

A. Bid/Schedule of Items

- 1. Is (are) the bid page(s) completed as required **and** signed in the upper right-hand corner?
- 2. Are all prices (whether Unit, or Gross and extensions) clearly and accurately presented?
- 3. Is the delivery time stated? Is the payment discount given?

B. Bid Bond

- 1. Is the bond made out in the names of and signed by both the principal **and** surety?
- 2. Is the bond amount sufficient for the amount of the bid?
- 3. Is there a power of attorney attached to the bond?

C. Bid Check (if submitted in lieu of Bid Bond)

- 1. Is the check in an amount sufficient for the amount of the bid?
- 2. Is the check either properly certified or a cashier's check?
- 3. Is the Check made payable to: THE CITY OF CLEVELAND?

D. Bid Form (not to be confused with the Bid Bond)

- 1. Is all the required information given?
- 2. Is the form signed?

E. Affidavit

- 1. Does the affidavit contain all the information required ON BOTH SIDES?
- 2. Is it properly Signed? Is it properly notarized by a Notary Public?

F. Contract Compliance Certifications for Bid Consideration

- 1. Do you have a contract compliance certification number or a minority/female business enterprise certification number? If you do not have necessary certification numbers, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 2. Is your contract compliance certification certificate, statement of deemed compliance, or an application for certification included in the bid?
- 3. If you are a Minority/Female/Cleveland Small Business Enterprise and or Local Producer/ Local Sustainable Business, do you include your MBE/FBE/LPE/SUBE certification certificate, or a completed application therefore, in addition to the certification requirements listed in number 2 under Section F?
- 4. Have you completed the CONTRACT EMPLOYMENT REPORT (Item 12, Page 1 – Schedule 1) **which must be submitted with your bid?**

G. Bid Envelope

- 1. Is the envelope identified with the correct title of the bid and the due date?
- 2. Is the envelope securely sealed?

H. Performance Bond

- 1. Will you be able to furnish the required Performance Bond referred to in paragraph A-25 of INSTRUCTIONS TO BIDDERS, and in paragraph B-8 of General Conditions?
- 2. Notice: A certified or cashier's check is **not acceptable in lieu of a Performance Bond!**

I. **Federal Tax ID Form**

- _____ 1. Is all the required information given?
- _____ 2. Is the form signed?

J. **Northern Ireland Fair Employment Practices Disclosure**

- _____ 1. Is all the required information given?
- _____ 2. Is the form signed?

K. **Project Plan**

- _____ 1. Is all the required information given?

L. **Contractor Qualifications from Part 1 of Item 8**

- _____ 1. Is all the required information given?

K. **Please Note:**

- _____ 1. Because of the large variety of commodities, services and improvements required by the City, additional information is often requested in a format not listed above. In such a case, **please review your bid carefully to verify that you have accurately and completely supplied all such data.** Should you have any questions, please call the Division of Purchases and Supplies (216/664-2620) for clarifications.
- _____ 2. All plans and specifications **must** be returned with the bid.

INSTRUCTIONS TO BIDDERS

A-1 INVITATION TO BID

Sealed bids endorsed as designated in the "Title of Bid" section of the bid sheet(s) will be received at the Office of the Commissioner of Purchases and Supplies, Room 128, Cleveland City Hall, Cleveland, Ohio 44114, until 12:00 o'clock noon, official time, on the date indicated in the "Bid Opening" section of Page 1 of the bid page(s) and thereafter will be publicly opened and read in Room 128.

A-2 FORM OF BID (BID FORM)

- a. Every bid must be made upon the blank form of bid attached hereto.
- b. Each bid must be clearly signed with the full name and address of every person, firm or corporation interested in such bid, followed by the date of such signing, in the space provided at the bottom of the bid form. If more than one person, firm or corporation has an interest in such bid, then the full name and address of each person, firm or corporation must be clearly signed on said bid. If the bidder is a partnership, the firm name and address, as well as the name and address of each individual partner must be given. If the bidder is a corporation, the name of the corporation, the name and title of the officer duly authorize to sign for the corporation, the business address of such officer and the name of the state in which the corporation is incorporated must be given.
- c. The bidder shall insert the amount of the bid bond, certified check or cashier's check in the space provided in the bid form.
- d. The bidder agrees to be bound by his bid from the time the bid is submitted until the earlier of the date stipulated by such bidder or the fourth regular meeting of the Board of Control after the bid submission date unless such time is extended by agreement between the bidder and the Board.

A-3 BIDDERS AFFIDAVIT

Each bidder shall submit with its bid an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further stating that no such money or reward will be hereafter paid. This affidavit must be on the form which is hereto attached.

A-4 BID BOND: CERTIFIED OR CASHIER'S CHECK

Each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of five percent (5%) of the amount of the bid, except that with bids for purchase contracts not in excess of Fifty Thousand Dollars (\$50,000). Said bond or check shall be given as security that if the bid is accepted a contract will be entered into and the performance of it properly secured.

A-5 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK

- a. When the bid is accepted, the bid bond, certified or cashier's check will be returned after the contract has been signed and the performance bond, if required, has been submitted to, and approved by, the City.
- b. If the successful bidder fails to enter into a contract, the bid bond, certified or cashier's check shall be forfeited and the principal amount of the bid bond shall be paid to the City, or the check shall be surrendered to the City as the agreed amount of liquidated damages.
- c. The bid bond, certified or cashier's check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of its contract. If such lowest and best bidder fails to do so, the security of the next lowest and best bidder shall continue to be retained until it properly secures the contract awarded it. If such next lowest and best bidder defaults, the principal amount of its bid bond, or check shall also be forfeited to the City as liquidated damages.
- d. When a bid is rejected, the bid bond or check will be released or returned, respectively, to the bidder.

A-6 EXPLANATIONS WRITTEN OR ORAL

Any bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning, shall immediately notify the Commissioner of Purchases and Supplies, in writing. The Commissioner will respond by sending written notices or instructions to all bidders. The City will not be responsible for any oral instructions.

A-7 PRICE BIDS AND DISCOUNTS

- a. **Unit Prices**
In the Schedule of Items the bidder must give the unit price stated in figures of every item bid, in the space so provided.
- b. **Trade Discounts**
When the bidder offers a trade discount, the amount of such discount shall be stated on the Schedule of Items bid.
- c. **Catalog Pricing**
Where the bidder submits its quotation by filing its catalog price list and discount, such documents shall be part of the bid and must be separately signed by the same person and in the same manner as on the bid form.

A-8 BIDDER'S DESCRIPTION OF ITEMS

- a. Each bidder shall, in its bid, describe completely the goods or services it proposes to furnish in response to and under the terms of the bid.
- b. The Commissioner of Purchases and Supplies may require a bidder to furnish additional information and/or specifications concerning items to be purchased under the terms of the bid.

A-9 MANUFACTURER'S NAME

- a. The use of a manufacturer's or a trade name in the specifications is solely for the purpose of designating a standard of quality and type and for no other purpose.
- b. Every bidder shall state in its Schedule of Items bid the manufacturer's and the trade name, if any, of each item they propose to furnish.

A-10 SAMPLES

If the commissioner of Purchases and Supplies requests, a bidder shall provide samples of the items it proposes to furnish if awarded a contract pursuant to its bid.

A-11 TIME OF DELIVERY

Bidder must state in its bid the time, in calendar days, within which it will deliver the item(s) bid unless stated differently in the specifications.

A-12 PAYMENT DISCOUNT WHEN USED TO DETERMINE LOWEST AND BEST BID

- a. In determining the lowest and best bid, the City will consider all bids on a basis of the net price to be paid after deduction of the discount specified; except that if the terms of payment specified by the bidder require payment in less than thirty (30) days from the date of the invoice, the discount offered will not be deducted from the price stated in the bid to determine the lowest and best bidder, and the bid will be considered only on the basis of the unit price actually named in the bid. But if, notwithstanding the provisions of this paragraph such bid is determined to be the lowest and best bid, the City reserves the right to accept the terms named in the bid if such terms are to the advantage of the City as a basis for payment of invoices only, but not in any case as a basis for determining the lowest and best bidder.
- b. The City will take a discount of two percent (2%) on payments made within thirty (30) days from receipt of articles, commodities, materials, supplies, equipment or services, unless the bidder indicates otherwise on the space provided on the Schedule of Items bid.

PARAGRAPHS A-13 THROUGH A-15 APPLY ONLY IF THE "REQUIREMENT CONTRACT" BLOCK IS CHECKED ON PAGE 1 OF THE SCHEDULE OF ITEMS AND ON THE BID FORM.

A-13 REQUIREMENT CONTRACT DEFINED

- a. A requirement contract is a contract under which the contractor has a duty to provide the City's requirements during the contract term for all articles, commodities, supplies, materials, equipment and/or services set forth in the bid and required by the City's authorized users of the items approved for contract.
- b. A contract awarded under this bid will be termed a requirement contract.

A-14 PURCHASES UNDER A REQUIREMENT CONTRACT

- a. Under a requirement contract, a contractor shall supply all the City's requirements during the term for the articles, commodities, supplies, materials, services or equipment set forth in the *Invitation to Bid*. See GENERAL CONDITIONS, Section B-24, **Duration of Contract**.
- b. If the *Schedule of Items* in the *Invitation to Bid* is marked "requirement contract," then all quantities stated in the *Schedule of Items* are the City's good-faith estimates only. The City shall place each order under the

contract, whether singly or cumulatively more or less than the estimated quantities set forth in the *Schedule of Items*, by a Delivery Order against the contract and separately certified.

A-15 LIMITATION OF PERIOD OF CONTRACT

If the proposed duration of the contract would deprive the City of the best available market price, the bidder may offer an alternate bid as to duration of the contract, setting forth in the bid the longest period of time it can furnish and deliver the proportionate amount of items at the firm price set forth in the bid. No other provision of the Invitation to Bid shall be subject to an alternate bid unless specifically requested.

A-16 BID DISCOUNTS - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$50,000).

a. Bid Discounts under Sections 187.03 and 187.05. If the bid of any prime contractor that is a CSB, MBE, FBE or a CSB, MBE or FBE joint venture is no more than five percent (5%) higher than the lowest actual bid for a contract that is not from a CSB, MBE, FBE or a CSB, MBE or FBE joint venture, the contracting department shall apply a Bid Discount of five percent (5%) to the CSB, MBE, FBE or CSB, MBE or FBE joint venture bid for the purpose of establishing a Comparison Bid. The City of Cleveland shall use the following ranking in determining who receives the preference:

1. Where the disparity study has determined that a disparity exists, the bid discount shall go to the bidders who are certified by the City as members of the specific MBE/FBE group for which the proven disparity exists. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
2. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, the bid discount shall go to certified CSB bidders certified by the City as located within the city limits of Cleveland. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
3. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, and no bids were received from certified CSB firms certified by the City as located within the city limits of Cleveland, the bid discount shall go to Certified CSB bidders certified by the City as located within Cuyahoga County. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
4. In addition to any bid discounts at the prime contractor level, all prime contractors shall receive a bid discount of 5% of the total dollar amount of all CSB, MBE and/or FBE certified by the City that the prime contractor properly documents as subcontractors in their bid, for the purpose of establishing a Comparison Bid.
5. The total Bid Discount awarded to any bidder on a bid pursuant to Sections 187.03 and 187.05 shall not exceed \$50,000.00.

b. Bid Discounts under Section 187A.02(a): Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer (LPE); two percent (2%) to a bid received from a Local Food-Producer (LPE); and two percent (2%) to a bid received from a Local Sustainable Business (SUBE); provided that the maximum total Bid Discount applied under Section 187A.02 (a) shall not exceed four percent (4%). Bid Discounts applied under Section 187A.02 (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied under this Section 187A.02 (a) shall not exceed \$50,000.

c. Maximum Cumulative Amount of All Bid Discounts:

The maximum cumulative amount of all Bid Discounts that may be applied to the bid under Sections 187.03, 187.05, and 187A.02 shall not exceed \$75,000.00, or nine percent (9%), whichever is lower.

d. Comparison Bid to Determine Lowest and Best Bidder:

The City shall determine the Comparison Bid by totaling all applicable Bid Discounts under Sections 187.03, 187.05, and 187A.02. The City shall use the Comparison Bid in determining the lowest and best or lowest responsible bidder for the purpose of awarding the contract. If more than one CSB, MBE, FBE, LPE, SUBE or CSB, MBE, FBE LPE, SUBE joint venture prime contractor in the respective category submits a bid that is no more than five percent (5%) higher than the lowest actual bid that is not from a CSB, MBE, FBE, LPE, SUBE or from a CSB, MBE, FBE, LPE, SUBE joint venture, the contracting department shall recommend the CSB, MBE, FBE, LPE, SUBE, or CSB, MBE, FBE, LPE, SUBE joint venture submitting the lowest bid, after the inclusion of all applicable prime and subcontractor discounts, as the lowest and best or lowest responsible bidder.

The City shall use the Comparison Bid amount determined by applying the bid discounts described in Articles A-16A. and A-16B. above for evaluation purposes only; the City shall use the actual bid amount for the purposes of bid approval and contract award.

e. City of Cleveland Certification required: For the purpose of determining a bidder's eligibility for bid discounts, the City shall only consider bidders with valid certificates issued by the City of Cleveland's Office of Equal Opportunity. The certifications must be active on the date and time of the deadline for bid submission. Expired certification holders and pending certifications cannot be considered for calculation of bid discounts. Certifications from other public or private entities cannot be considered.

A-17 Good Faith Participation - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000).

Bidders are required to actively participate and demonstrate good faith in attempting to meet all OEO goals for this procurement. A good faith effort to meet certified CSB, MBE, and/or FBE subcontractor participation goals as established in this contract is of the essence of the contract.

Good faith participation shall include:

1. Active cooperation in making and documenting a serious effort to gain and maintain participation from certified businesses at or above the specific goals set for this procurement;
2. Achieving or exceeding the CSB/MBE/FBE goals set for this particular procurement and/or documenting the practical steps taken by the bidder in attempting to comply;
3. Active attendance and participation in all prebid meetings, Notice to Proceed meetings, and progress meetings during the contract;
4. Active compliance and cooperation with Project Monitors from OEO and/or the Department; and,
5. Timely and accurate submittals of all required forms, including, but not limited to, electronic monitoring forms, employment reports and certified payrolls if applicable.

The final determination of good faith effort shall be made by the Office of Equal Opportunity based upon each bidder's actions as documented in the required forms and as verified by OEO follow up.

A-18 Cleveland Area Business Code Notice to Bidders & Schedules - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000).

Sections 187 and 187A of the Codified Ordinances of the City of Cleveland Ohio, the Cleveland Area Business Code, in its entirety, whether reproduced in whole or in part within these documents, as well as the Cleveland Area Business Code Notice to Bidders & Schedules included in this bid document, shall become part of any contract awarded pursuant to this Invitation to Bid. Compliance with Section 187 and 187A is of the essence of the contract.

A-19 SUBCONTRACTING:

a. Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE.

b. If OEO Schedule 2 is not included in the bid documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.

c. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award, but not approve a proposed subcontractor.

d. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

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

STATE OF _____ }
COUNTY OF _____ } SS

AFFIDAVIT

_____ being first duly sworn deposes and says:

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

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

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

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

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

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

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

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

President: Directors:

Vice President:

Secretary:

Treasurer:

Cleveland Manager or Agent

Attorneys:

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

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

(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here)  _____

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

Notary Public

VENDOR INFORMATION FORM

Please fill in:

Business Name _____

IRS Reporting Name _____

Business Address _____ City _____

State _____ Zip _____ Telephone _____

Toll Free Number 800 _____

Vendor Fax Number _____

Vendor Email Address _____

Ordering Address _____

State _____ Zip _____ Telephone _____

Remit Address _____ City _____

State _____ Zip _____ Telephone _____

Contact Person (ordering) _____ (remit) _____

PLEASE INCLUDE THE ABOVE INFORMATION
WHEN SUBMITTING YOUR BID OR PROPOSAL

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, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other >	
<input type="checkbox"/> Exempt from backup withholding	
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 Line 1 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.

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

Social security number									
or									
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. person (including a U.S. resident alien).

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 >
-----------	----------------------------	--------

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the law of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

- The U.S. owner of a disregarded entity and not the ent

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

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

Nonresident alien who becomes a resident alien.

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules regarding partnerships* on page 1

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line. Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

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

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

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

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

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

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of tax interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CITY OF CLEVELAND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

as Principal, and

a corporation duly authorized to do business in Ohio, as Surety, are held and firmly bound unto

THE CITY OF CLEVELAND

as Obligee, in the penal sum of _____

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 20_____.

WHEREAS, the said principal is herewith submitting bid for

Now, THEREFORE, the condition of the above obligation is such that if the said principal shall execute a contract and give bond for the faithful performance within ten (10) working days after being notified in writing of the award of such contract to the principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL _____

BY: _____

TITLE _____

By _____
Attorney in Fact

CITY OF CLEVELAND

BID FORM

____ STANDARD CONTRACT BID

x REQUIREMENT CONTRACT

TO: Tiffany White
The Commissioner of Purchases and Supplies:

**BID FOR Computer Hardware, Software and Services, including Printers, Ancillary Accessories, Parts Supplies, Peripheral Devices
For The Department of Finance**

The Undersigned proposes to furnish the above articles, commodities, materials, supplies, equipment, or services ("items"), and to accept as full compensation therefor the price per unit multiplied by the number of units of such items purchased hereunder, (which units and bid prices therefor are set forth in the Schedule of Items hereto attached and made part of this bid) and subject to any discount set forth in this bid.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory performance bond within ten (10) working days, excluding Saturdays, Sundays and holidays, after notice of award of contract has been received.

The Undersigned further certifies that he (as the individual, firm or corporation making his bid) is not in arrears or default to the City of Cleveland upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

The Undersigned deposits with the bid a Bid Bond to the City of Cleveland signed by a surety company authorized to do business in Ohio, in the sum of \$ _____

Or a cashier's check or certified check on a solvent bank in the sum of \$ _____

Payable to the City of Cleveland, as security that if he be awarded the contract, he will enter into a written contract and secure the performance of the same by a bond as required of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the total price bid and in conformity with the provisions of the Codified Ordinances of Cleveland, Ohio 1976.

The Undersigned further agrees that if the bid is accepted and contract awarded and he shall fail to execute said contract and furnish the satisfactory performance bond, if required, within the time above specified, then the City may, at its option, declare the contract abandoned and his bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the City, or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

THE UNDERSIGNED UNDERSTANDS THAT THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The firm, corporation, or individual name
MUST BE SIGNED IN SPACE INDICATED.
ERASURES MAY INVALIDATE THIS BID.

If the bidder is a firm or corporation, the title
Of the officer signing and the State in which
Incorporated must be indicated

SIGN HERE

CORPORATION OR FIRM

BY _____

TITLE OF OFFICER

BUSINESS ADDRESS OF BIDDER

STATE OF INCORPORATION

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
2015 **Computer Hardware, Software and Services, including printers, ancillary accessories, parts supplies, peripheral devices.**
Section C: SUPPLEMENTAL GENERAL CONDITIONS

C-1 SCOPE

This document is designed to provide the specifications for REQUIREMENT CONTRACT(s) for purchase of computer hardware, software, and services for the various Departments of The City of Cleveland (City) for a term of three years, with two one-year mutually agreed upon options to renew.

The Department of Finance reserves the right to enter into a contract and/or contracts for the item listed below after a thorough evaluation of the submitted quotes. Bidder must provide the lowest and best pricing and offer a full line discount of a catalog.

Suppliers are strongly encouraged to bid on all Groups and all items where applicable.

The City's Information Technology environment consists of a Metropolitan Area Network (MAN) joining the major City buildings connected primarily by fiber cables and Cisco 6807 switches. Local Area Networks within buildings are primarily 10/100/1000 Cat6 Ethernets connected by Cisco 3750 POE switches supporting VoIP. The servers are primarily Dell PowerEdge servers running Windows server 2003 and 2008. There are a variety of SAN and NAS storage devices, including EqualLogic and EMC. User authentication uses Active Directory with domain userid/password login. Some server applications use server/application userid/password authentication. Most desktops and laptops are HP brand PCs running Windows 7. Desktops and laptops run mostly Office 2010 and Internet Explorer 8.

C-2 GENERAL QUALIFICATIONS

- (1) **Catalog and Published Price List:** The respondents must respond with the current Published Price List, including complete lists of all hardware, software, and services and their current list prices. These are desired to be provided on CD-ROM or DVD in a Microsoft Office or comma-delimited (CSV) text format.
- (2) **Authorized Distributor:** The respondent shall submit a published catalog(s) and brochures demonstrating: **(1)** that the respondent is licensed by a software Publisher to provide hardware, software, software upgrades, support software under warranty to the Cleveland Metropolitan Area or is licensed by an original equipment manufacturer to provide equipment and material to the Cleveland Metropolitan Area for equipment and replacement parts necessary to provide the goods and services specified; **OR** **(2)** that the respondent is a software, software upgrades, support software Publisher or is an original equipment manufacturer; and **(3)** that the respondent meets the requirements set forth in this specification.
- (3) **U.S. Warehouse:** Respondent shall have, at a minimum, a warehouse with service office within the continental United States. Respondent shall provide documentation including the location of at least one of their warehouse(s) from which City orders will be fulfilled.
- (4) **Quality Management Certification:** Respondent shall have Quality Management certification such as ISO 9001 (or equivalent) certification in design, manufacture, delivery, sale, and service of computers and technology products and services and shall provide a copy of such certification.
- (5) **Sustainability:** Respondent's Personal Computers shall be Energy Star 5.0 compliant. Vendor shall provide an optional choice of business class personal computers that meet EPEAT Gold level of environmental certification. Respondent must provide documentation of such certification.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
2015 Computer Hardware, Software and Services, including printers, ancillary accessories, parts supplies, peripheral devices.

Section C: SUPPLEMENTAL GENERAL CONDITIONS

- (6) **Top Tier PC manufacturer:** Respondent must provide *personal computers* and *laptops* from a leading manufacturer that held at least 10% of the global market share (in units shipped) for the year 2014, as reported by Gartner, Inc. <http://www.gartner.com/it/page.jsp?id=1519417> (HP, Dell, and Lenovo)
- (7) **Top Tier Server manufacturer:** Respondent must provide *servers* from a leading manufacturer that held at least 10% of the global market share (in units shipped) for the year 2014, as reported by Gartner, Inc. <http://www.gartner.com/it/page.jsp?id=1479923> (HP, Dell, Lenovo)
- (8) **Compatible with existing environment:** Computer hardware, software and services provided must be compatible with the existing hardware and software environment as described in Section C1 Scope.
- (9) **Customized WEB Site Creation:** Respondent must have the ability to create a WEB based ordering site based on the City of Cleveland contracted pricing and provide the ability for the city to create E-Quotes for order processing.

C-2 General Qualifications		Respondent's Response Required		
		Comply	Exception	Explanation for Exception
C-2 (1)	Catalog and Published Price List			
C-2 (2)	Authorized Distributor			
C-2 (3)	U.S. Warehouse			
C-2 (4)	Quality Management Certification			
C-2 (5)	Sustainability			
C-2 (6)	Top Tier PC manufacturer			
C-2 (7)	Top Tier Server manufacturer			
C-2 (8)	Compatible with existing environment			

C-3 CONTRACTOR(S) EXPERTISE AND CUSTOMER SERVICE

The supplier shall provide customer service to the Cleveland Department of Finance. The services shall include, but not be limited to, the following:

- (1) **Pre-sales Engineering and Design Services:** Respondent must provide, at no additional cost, pre-sales engineering and design services that will enable the City to choose and configure appropriate hardware and software to meet specific project needs with efficient, effective solutions that are cost effective and are manageable with the limited IT staff available. The proposed solutions must be compatible with the existing IT

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
2015 **Computer Hardware, Software and Services, including printers, ancillary accessories, parts supplies, peripheral devices.**

Section C: SUPPLEMENTAL GENERAL CONDITIONS

environment; therefore the Respondent's pre-sales engineers must become familiar with the City's IT environment.

- (2) **Installation and Configuration Services:** Respondent must provide the option of installation and configuration and debugging services for systems sold to the City as specified in D Technical Specifications. Configuration and debugging services may, at the option of the City, be performed remotely after appropriate remote access is arranged.
- (3) **Support and Maintenance Services:** Respondent must provide at no additional cost, support and maintenance services for warrantee service of the systems it provides. Warrantee support must be available 24x7x365 by phone, email, and web with 4 hour on-site response. Respondent must provide priority, direct support for experienced City IT professionals with direct access to respondent's senior-level analysts available by phone, email and web 24x7x365.
- (4) **PC Image Management Service and Asset Tagging:** The Respondent must provide, at no additional cost, Image Management services for all models of Personal Computers offered. The Respondent must maintain a repository of multiple City disk images that can be installed on Personal Computers ordered. These images may contain City-licensed software and keys for multiple software packages, including Operating Systems. The Respondent must provide management services whereby images are updated by the Respondent to include drivers for new Personal Computers when they become available. The city will provide the asset tags.
- (5) **Online Quotes and Ordering Web Services:** Respondent must provide, at no additional cost, a web site specific to the City of Cleveland where authorized persons in each Department and Division within the City are able to choose standard configurations or custom configure Personal Computers and Servers and generate downloadable electronic quotes from which orders may be placed by authorized Purchasing Agents in the Division of Purchases and Supplies. Respondent must provide an online weC-based system where only authorized Purchasing Agents in the Division of Purchases and Supplies can place electronic orders.
- (6) **Order Processing and Delivery Times:** The Respondent must process 80% of orders for PCs within two weeks of their receipt of the Purchase Order and must deliver 80% of the orders for PCs to Cleveland OH within three weeks of receipt of the PO. If a particular order specifies a configuration that will be delayed beyond these times, the respondent must contact the purchasing person and suggest alternative configurations that are more readily available.
- (7) **Online Inventory Services:** Respondent must provide, at no additional cost, searchable online inventory of equipment purchased by the City from the Respondent including a history of at least 5 years. The inventory must include:
 - Respondent's Serial number/Service tag number
 - Original configuration (e.g. Model, CPU, speed, RAM)
 - Date shipped
 - Date of warrantee/service contract expiration
 - Customer P.O. #
- (8) **Documentation:** Respondent must provide, at no additional cost, on-line Technical manuals, in downloadable electronic format, for set up, operation, and technical specifications of software and equipment.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
2015 **Computer Hardware, Software and Services, including printers, ancillary accessories, parts supplies, peripheral devices.**
Section C: SUPPLEMENTAL GENERAL CONDITIONS

- (9) **New and Unused:** All purchased hardware must be new and unused and received in the original, unopened manufacturer's packaging. No refurbished equipment will be accepted, unless specifically specified by the City in the original order.
- (10) **Shipping Included:** All prices shall include shipping with tracking, handling, insurance and inside delivery.
- (11) **OS Installed:** Personal Computers ordered with Windows 7 operating system shall include installed, licensed OEM Windows 7 Professional 32 bit (or 64 bit) English operating system. This requirement shall be subject to change as the then-current operating system version changes.
- (12) **Image installed and asset tagged:** All Personal Computers must be available with one of several City images, installed by the Respondent, which include the Windows operating system using the City's Microsoft Enterprise Agreement license key. Asset tags will be provided by the city.
- (13) **Disaster Recovery Services:** Respondent, at no additional cost, must provide an Emergency Response service that includes a telephone number that will allow the City to order replacement equipment on a critical priority, emergency response basis in the event of a disaster emergency.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
2015 Computer Hardware, Software and Services, including printers, ancillary accessories, parts supplies, peripheral devices.
Section C: SUPPLEMENTAL GENERAL CONDITIONS

C-3 Contractor(s) Expertise and Customer Service	Respondent's Response Required		
	Comply	Exception	Explanation for Exception
C-3 (1) Pre-sales-Engineering Design Services			
C-3 (2) Installation and Configuration Services			
C-3 (3) Support and Maintenance Services			
C-3 (4) PC Image Management Service and Asset Tagging			
C-3 (5) Online Quotes and Ordering Web Services			
C-3 (6) Order Processing and Delivery Times			
C-3 (7) Online Inventory Services			
C-3 (8) Documentation			
C-3 (9) New and Unused			
C-3 (10) Shipping Included with inside delivery			
C-3 (11) OS Installed			
C-3 (12) Disaster Recovery Services			

SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies 601 Lakeside Ave. Rm 128 Cleveland, Ohio 44114	PAGE <u>1</u> OF <u>1</u>
TITLE: 2015- Computer Hardware, Software and Services, including printers, ancillary accessories, parts supplies, peripheral devices.	

TITLE: Computer Hardware, Software and Services, including printers, ancillary accessories, parts supplies, peripheral devices.		NAME OF FIRM	
BID ADVERTISEMENTS DATES : April 8 th & April 15 th 2015 BID OPENING DATES : Thursday, April 30, 2015		STREET ADDRESS	
ORDINANCE NO. 81-15	PASSED: February 2, 2015	SIGNED:	CITY STATE ZIP CODE
DEPARTMENT: Finance	DIVISION: Various Divisions of City Government		AUTHORIZED SIGNATURE
BUYER: Rashaun Billy 216-664-2626 phone 216-420-8825 fax rbilly@city.cleveland.oh.us or purchasing@city.cleveland.oh.us		- STANDARD CONTRACT BID <input checked="" type="checkbox"/> REQUIREMENT CONTRACT BID	
		DATE	

DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
<p>SCHEDULE OF EVENTS</p> <p>Optional Pre-Bid Conference April 16, 2015 at 11:00 am local time Location: 205 West St. Clair Avenue Room 307 Cleveland, Ohio 44113</p> <p>April 24, 2014 – Cutoff deadline to submit written questions By 12:00 pm local time. Email to: rbilly@city.cleveland.oh.us or purchasing@city.cleveland.oh.us</p> <p>Bid Opening date: Thursday, April 30, 2015</p> <p style="text-align: center;">SIGN, DATE, AND COMPLETE THIS PAGE; SEE SUBSEQUENT SCHEDULE OF ITEMS PAGES FOR ADDITIONAL INFORMATION AND SECTION C FOR DETAIL SPECIFICATIONS</p> <p style="text-align: center;">ALL ITEMS ARE APPROXIMATE QUANTITIES</p>			
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE QUOTE. OTHERWISE, THEQUOTE MAY BE CONSIDERED INFORMAL.		DELIVERY (Days)	PAYMENT DISCOUNT % Days

All quantities herein are approximate. The contract shall be for a period of three (3) years, with two one-year options to renew. ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THEQUOTE. OTHERWISE, THE QUOTE MAY BE CONSIDERED INFORMAL.

SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies 601 Lakeside Ave. Rm 128 Cleveland, Ohio 44114	PAGE <u>2</u> OF <u>5</u>
TITLE: Computer Hardware, Software and Services, including printers, ancillary accessories, parts supplies, peripheral devices.	FIRM NAME _____ DATE: _____

DESCRIPTION	QTY.	Unit Price	EXTENDED PRICE
Group 1: Data Center equipment, items and quantities as specified in section C Technical Specifications			
1-1) Rack 48U Doors and Side Panels Manufacturer & Model No. _____	10		
1-2) Virtualized iSCSI SAN array Manufacturer & Model No. _____	10		
1-3) Installation and Implementation of above virtualized iSCSI Storage Array Manufacturer & Model No. _____	10		
1-4) Direct attached SAS Storage Array Manufacturer & Model No. _____	10		
1-5) Remote Configuration Assistance for above Direct attached SAS Storage Array Manufacturer & Model No. _____	10		
1-6) Network Attached Storage Server 48TB Manufacturer & Model No. _____	10		
1-7) Network switch; 48 ports; - Layer 3 GbE Ports, Manufacturer & Model No. _____	15		
1-8) Network Switch - Gigabit Layer 2; 48 GbE Ports, Managed Switch, Layer 2, iSCSI optimized Manufacturer & Model No. _____	10		
1-9) 48 Port Ethernet desktop network switch Manufacturer & Model No. _____	10		
1-10) Replacement batteries for APC Symmetra PX Data Center UPS Manufacturer & Model No. _____	200		
1-11) UPS - 2U Rack mount, 1920 Watt, 230 V. Manufacturer & Model No. _____	15		
1-12) UPS - external Tower, 1920 Watt, 120 V Manufacturer & Model No. _____	15		
Discount Percentage for all items in this group			Percentage
GRAND TOTAL GROUP 1		\$	

All quantities herein are approximate. The contract shall be for a period of three (3) years, with two one-year options to renew. ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED AND, MUST BE RETURNED WITH SEALED BID SUBMISSION. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.

SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies 601 Lakeside Ave. Rm 128 Cleveland, Ohio 44114	PAGE <u>3</u> OF <u>5</u>
TITLE: Computer Hardware, Software and Services, including printers, ancillary accessories, parts supplies, peripheral devices.	

DESCRIPTION	QTY.	Unit Price	EXTENDED PRICE
Group 2: Servers and accessories, items and quantities as specified in section C Technical Specifications			
2-1) Rack mount Server - HP Proliant DL 60 or approved better or equal Manufacturer & Model No. _____	20		
2-2) Onsite installation of DL 60 or approved better or equal server Manufacturer & Model No. _____	20		
2-3) Rack mount Server - HP Proliant DL 80 or approved equal or better Manufacturer & Model No. _____	20		
2-4) Onsite installation of above DL 80 or approved equal or better server Manufacturer & Model No. _____	20		
2-5) Rack Mount Server - HP Proliant DL 100 or approved equal or better Manufacturer & Model No. _____	40		
2-6) Onsite installation of above DL 100 or approved equal or better server Manufacturer & Model No. _____	20		
2-7) Rack mount Server - HP Proliant DL 300 or approved equal or better Manufacturer & Model No. _____	10		
2-8) Onsite installation of above DL 300 or approved equal or better server Manufacturer & Model No. _____	10		
Discount percentage of all items in this group		Percentage	
Group 2 Totals			
Group 3: PCs and accessories, items and quantities as specified in section C Technical Specifications			
3-1) Patch Cables. (Pack of 50) Manufacturer & Model No. _____	30		
3-2) Minitower Desktop computer - Intel i3/5/7, 4GB RAM - HP Prodesk 600 or approved equal or better. See tech specs for qty breakdown. Manufacturer & Model No. _____	1000		
3-3) Onsite basic installation service for above Minitower Desktop computer Manufacturer & Model No. _____	100		
3-4) Desktop PC - Intel i7, 4 GB RAM - HP Prodesk Elite or approved equal or better Manufacturer & Model No. _____	50		

All quantities herein are approximate. The contract shall be for a period of three (3) years, with two one-year options to renew. ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE QUOTE. OTHERWISE, THE QUOTE MAY BE CONSIDERED INFORMAL.

SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies 601 Lakeside Ave. Rm 128 Cleveland, Ohio 44114		PAGE 4 OF 5_ Bidder NAME: _____ DATE _____	
TITLE: Computer Hardware, Software and Services, including printers, ancillary accessories, parts supplies, peripheral devices.			
DESCRIPTION	QTY.	Unit Price	EXTENDED PRICE
3-5) Basic installation service for above Desktop computer Manufacturer & Model No. _____	10		
3-6) All-In-One Ultra Small Form Factor PC - Intel Core i5, 4 GB RAM - EliteOne 800 G1 or approved equal or better Manufacturer & Model No. _____	25		— —
3-7) Laptop computer - HP Probook i3/5/7 or approved equal or better. Manufacturer & Model No. _____	500		
3-8) HP Elitebook i7 4GB or approved equal or better Manufacturer & Model No. _____	50		
3-9) Apple iPad 16/32/64GB or equal or better Manufacturer & Model No. _____	50		
3-10) Microsoft Surface Tablet or approved equal or better Manufacturer & Model No. _____	25		
3-11) 21.5-inch Widescreen Flat Panel Monitor with LED and 3-Year Warranty Manufacturer & Model No. _____	1000		
3-12) 19-inch Widescreen Monitor with 3-Year Warranty Manufacturer & Model No. _____	200		
3-13) 2 GB RAM PC modules Manufacturer & Model No. _____	100		
3-14) USB Stereo Multimedia Speaker System for PCs Manufacturer & Model No. _____	200		
3-15) External desktop hard drive 1 TB, USB 2/3,eSATA Manufacturer & Model No. _____	200		
3-16) 8 TB Seagate BlackArmor NAS 440 Network Attached Storage Server Manufacturer & Model No. _____	50		
Discount percentage for all items in this group		Percentage	
Group 3 Totals			
Group 4: Projectors and Accessories and Other, items and quantities as specified in section C Technical Specifications			
4-1) Computer Projector with 5-Year Advanced Exchange Warranty Manufacturer & Model No. _____	10		
Discount percentage for all items in this group		Percentage	
Group 4 Totals			

All quantities herein are approximate. The contract shall be for a period of three (3) years, with two one-year options to renew. ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED AND, MUST BE RETURNED WITH SEALED BID SUBMISSION. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.

SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies 601 Lakeside Ave. Rm 128 Cleveland, Ohio 44114	PAGE <u>5</u> OF <u>5</u>
TITLE: Computer Hardware, Software and Services, including printers, ancillary accessories, parts supplies, peripheral devices.	FIRM: _____

DESCRIPTION	QTY.	Unit Price	EXTENDED PRICE
Group 5: Software, items and quantities as specified in section C Technical Specifications			
5-1) VMware vSphere 5 Manufacturer & Model No. _____	8		
5-2) Citrix Provisioning Server for Datacenters 4.5 Manufacturer & Model No. _____	6		
Discount percentage for all items in this group		Percentage	
Group 5 Totals			
Delivery discount			
Delivery discount			PAYMENT DISCOUNT % Days

All quantities herein are approximate. The contract shall be for a period of three (3) years, with two one-year options to renew. ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED AND, MUST BE RETURNED WITH SEALED BID SUBMISSION. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.

CITY OF CLEVELAND STANDARD SPECIFICATIONS FOR
Computer Hardware, Software and Services
Section D: TECHNICAL SPECIFICATIONS

D - Technical Specifications

Alternatives to Required Specifications

The technical specifications describe what is considered necessary to meet the performance requirements of the City. Respondents are requested to quote in accordance with such specifications. In addition to quoting on services and equipment that meet our specifications, respondents may also offer an alternative which is compatible and which they believe to be the equivalent or superior at the same or lower cost. Respondents shall identify and document any variances from the City's specifications and explain why the proposed variances are in the best interests of the City. Descriptive literature accompanying bid is not sufficient. The City will be the sole judge as to what constitutes allowable alternatives. All quantities are approximate.

Term: This document is designed to provide the specifications for REQUIREMENT CONTRACT(s) for purchase of computer hardware, software, and services for the various Departments of The City of Cleveland (City) for a term of three years, with two one-year options to renew.

Group	Sub Group	Specification	Quantity
1 Data Center equipment		Group 1: Data Center equipment	
1 Data Center equipment	Rack	1-1) Rack 48U Doors and Side Panels Ground Ship, Hardware Support Services: 5 Yrs. Basic Hardware Warranty Tool-less server installation. Leveling feet. Cable management and PDU slots. PDU: 16A, Input Voltage: 120VAC; 24 Output connectors 120VAC	10
1 Data Center equipment	Storage	1-2) Virtualized iSCSI SAN array Capacity: 9.6 Terabyte capacity, 16 X 600GB, 10K SAS, Dual Controller with a total of 4GB battery-backed memory Snapshots and Clones: Snaps/Clones with integration for MS SQL, Exchange, Hyper V and VMware Volumes: Up to 256 Snapshots: 128 per volume / up to 2,048 total Hosts Accessing PS Series Group: Up to 256 per pool / up to 512 per group Host Protocol: Any standards-compliant iSCSI initiator RAID Support: Automatic RAID 5, RAID 6, RAID 10, and RAID 50 Network Interfaces: Two (2) GbE copper for I/O, One (1) 10/100 copper (management network only) per controller TCP Network Support: IPv4, IPv6 core support Reliability: Redundant, hot-swappable controllers, power supplies / cooling fans, and disks; Security: CHAP authentication; Access control for iSCSI; Access control for management interfaces including RADIUS Notification Methods: SNMP traps, e-mail, syslog AC voltage: 100-240 VAC ±10% single phase Power supplies: Dual 440W DC System Monitoring tools: SAN HQ multi group monitoring software Hardware Support Services: 3 Year ProSupport and Mission Critical 4HR 7x24 Onsite Pack Installation Services: Phone Assist Install	10
1 Data Center equipment	Storage	1-3) Installation and Implementation of above virtualized iSCSI Storage Array, up to 10 hosts	10

CITY OF CLEVELAND STANDARD SPECIFICATIONS FOR
Computer Hardware, Software and Services
Section D: TECHNICAL SPECIFICATIONS

Group	Sub Group	Specification	Quantity
1 Data Center equipment	Storage	1-4) Direct attached SAS Storage Array Rack mount, SAS, 12 Bay Hard Drive: HD Multi-Select Enclosure Management Module: 2 redundant Encl Mgmt Modules, SAS Only Cables: 6Gb SAS Cable, 2M Rails: Rails for square holes rack Hardware Support Services 5 Year ProSupport and Mission Critical 4HR 7x24 Onsite Pack Power Cords Power Cord, NEMA 5-15P to C13, wall plug, 10 feet, Quantity 2 Two fully redundant 600 W 100-240 VAC power supplies Hard Drives (12) 450GB, SAS 6GB, 15K, 3.5 HDD	10
1 Data Center equipment	Storage	1-5) Remote Configuration Assistance for above Direct attached SAS Storage Array	10
1 Data Center equipment	Storage	1-6) Network Attached Storage Server 48TB 48 TB NAS Tower, RAID 5 Operating System: Windows Storage Server 2012 x64 Basic Edition Embedded Remote Management Express Hardware Support Services: 3Yr Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite Power Cords: Power Cord, NEMA 5-15P to C13, wall plug, 10 feet Form Factor: Tower Processor: Dual-core Intel Core i3 Storage: 48TB Drives Supported: Four Hot-Swap 3.5" SATA drives RAID Type: RAID 5 Network Connectivity: On-board dual-port Gigabit Ethernet without TOE enabled Remote management: BMC, IPMI2.0 compliant, Remote Desktop Protocol (RDP) Snapshots: Windows VSS (Volume Snapshot Service)	10

CITY OF CLEVELAND STANDARD SPECIFICATIONS FOR
Computer Hardware, Software and Services
Section D: TECHNICAL SPECIFICATIONS

Group	Sub Group	Specification	Quantity
1 Data Center equipment	Switch	<p>1-7) Network switch; 48 ports; - Layer 3 managed</p> <p>Enclosure Type: Rack mount - 1U; Ports 24 x 10/100/1000 + 4 x SFP MAC Address Table Size: 12K entries; Routing Protocol: RIP-1, RIP-2, static IP routing, RIPng Remote Management Protocol: SNMP 1, RMON 1, RMON 2, RMON 3, RMON 9, Telnet, SNMP 3, SNMP 2c, HTTP, SSH-2 Authentication Method: Kerberos, RADIUS, TACACS+, Secure Shell v.2 (SSH2) Features: Full duplex capability, layer 3 switching, layer 2 switching, auto-sensing per device, IP-routing, DHCP support, auto-negotiation, trunking, MPLS support, VLAN support, auto-uplink (auto MDI/MDI-X), IGMP snooping, traffic shaping, manageable, DHCP snooping, Dynamic Trunking Protocol (DTP) support, Port Aggregation Protocol (PAgP) support, Trivial File Transfer Protocol (TFTP) support, Access Control List (ACL) support, Quality of Service (QoS), DHCP server, Virtual Route Forwarding-Lite (VRF-Lite), MLD snooping, Dynamic ARP Inspection (DAI), Time Domain Reflectometry (TDR) Compliant Standards: IEEE 802.3, IEEE 802.3u, IEEE 802.3z, IEEE 802.1D, IEEE 802.1Q, IEEE 802.3ab, IEEE 802.1p, IEEE 802.3x, IEEE 802.3ad (LACP), IEEE 802.1w, IEEE 802.1x, IEEE 802.1s RAM: 128 MB; Flash Memory: 32 MB flash Status Indicators: Port status, port transmission speed, port duplex mode, power, link OK, system Interfaces: 24 x 10Base-T/100Base-TX/1000Base-T - RJ-45; 1 x console - RJ-45 - management; 4 x SFP (mini-GBIC) Voltage Required AC 120/230 V (50/60 Hz) ;Power Consumption Operational: 100 Watt; Redundant Power System (RPS) connector Compliant Standards CE, FCC Class A certified, TUV GS, GOST, BSMI CNS 13438 Class A, CISPR 24, cUL, NOM, VCCI Class A ITE, EN55024, EN55022 Class A, CISPR 22, CSA 22.2 No. 60950, CB, AS/NZS 60950-1, AS/NZ 3548 Class A, EMC, FCC Part 15, MIC, UL 60950-1, IEC 60950-1, EN 60950-1 Software Included: Cisco IOS IP Base Manufacturer Warranty: Service & Support - Limited lifetime warranty</p>	15

CITY OF CLEVELAND STANDARD SPECIFICATIONS FOR
Computer Hardware, Software and Services
Section D: TECHNICAL SPECIFICATIONS

Group	Sub Group	Specification	Quantity
1 Data Center equipment	Switch	<p>1-8) Network Switch - Gigabit Layer 2; 48 GbE Ports, Managed Switch, Layer 2, iSCSI optimized Chassis 1U, rack-mounting kit included; Hardware Support Services 3Yr BASIC NBD Parts Delivery 24 10/100/1000BASE-T auto-sensing Gigabit Ethernet switching ports 4 SFP combo slots for fiber media support; Four SFP Transceivers, 1000BASE-SX (LC Connector) Auto-negotiation for speed, duplex mode and flow control Auto MDI/MDIX; Port mirroring; Broadcast storm control; Switch Fabric Capacity 48.0 Gbps; Forwarding Rate 35.6 Mpps Up to 8,000 MAC Addresses; Cable diagnostics via Virtual Cable Tester VLAN support for tagging and port-based as per IEEE 802.1Q; protocol-based VLANs; 802.1x Auto VLAN Quality of Service: 8 Priority Queues per Port; Up to 128 ACLs and up to 1,000 ACEs IP Address filtering for management access via Telnet, HTTP, HTTPS/SSL, SSH and SNMP SSLv3 and SSHv2 encryption for switch management traffic IEEE 802.1x based edge authentication; iSCSI optimization and monitoring Link Aggregation w/ support for 8 aggregated links per switch & 8 member ports per aggregated link (IEEE 802.3ad) IPv6 Certified; Supports jumbo frames up to 10K bytes; CLI accessible via Telnet or Local Serial Port WeC-based management interface; SNMP Support; 4 RMON groups supported (history, statistics, alarms and events) TFTP transfers of firmware and configuration files; Telnet Client; Dual Firmware images on-board Statistics for error monitoring and performance optimization including port summary tables SNMPv1 and SNMP v2c supported; BootP/DHCP IP address management supported Layer 3 Traceroute; Syslog remote logging capabilities Hardware: 64MB of CPU SDRAM; 16MB of Flash Memory; 6Mb Packet Buffer Memory Standards Supported: IEEE 802.1D; IEEE 802.1Q; IEEE 802.1p; IEEE 802.1w; IEEE 802.1x; IEEE 802.2; IEEE 802.3; IEEE 802.3i; IEEE 802.3u; IEEE 802.3x; IEEE 802.3z; IEEE 802.ab; IEEE 802.3ac; IEEE 802.3ad</p>	10

CITY OF CLEVELAND STANDARD SPECIFICATIONS FOR
Computer Hardware, Software and Services
Section D: TECHNICAL SPECIFICATIONS

Group	Sub Group	Specification	Quantity
1 Data Center equipment	Switch	<p>1-9) 48 Port Ethernet desktop network switch 48PORT 10/100/1000BASE-T + 190W DC Power Supply Device Type Switch - 48 ports - L3 - managed - stackable Ports 48 x 10/100/1000 MAC Address Table Size 24K entries Routing Protocol OSPF, IS-IS, RIP-1, RIP-2, BGP, IGMPv2, IGMP, VRRP (or HSRP), PIM-SM, static IP routing, IGMPv3, policy-based routing (PBR) Remote Management Protocol SNMP1, SNMP2, RMON1, RMON2, RMON3, RMON 9, RMON, SNMP3, HTTP, HTTPS, SSH-2 Encryption Algorithm MD5, TLS, PEAP, TTLS Authentication Method RADIUS, TACACS+, Secure Shell v.2 (SSH2), Extensible Authentication Protocol (EAP) Features: Hot swap module replacement, routing, layer 3 switching, layer 2 switching, DHCP support, power over Ethernet (PoE), ARP support, MPLS support, VLAN support, auto-uplink (auto MDI/MDI-X), IGMP snooping, Syslog support, DoS attack prevention, store and forward, IPv6 support, High Availability, 256-bit encryption, DHCP snooping, Quality of Service (QoS), RADIUS support, Jumbo Frames support, DHCP server, DHCP proxy, Dynamic ARP Inspection (DAI), temperature sensor, Redundant trunk group (RTG), Time Domain Reflectometry (TDR), Virtual Chassis technology, Non-Stop Bridging (NSB), Non-Stop Routing (NSR), Graceful Route Engine Switchover (GRES) Compliant Standards IEEE 802.1D, IEEE 802.1Q, IEEE 802.1p, IEEE 802.3af, IEEE 802.3ad (LACP), IEEE 802.1w, IEEE 802.1x, IEEE 802.1s, IEEE 802.1ab (LLDP) RAM 1 GB; Flash Memory 1 GB flash; Built-in Devices: Status LCD, Status Indicators LCD display Interfaces: 1 x - management; 8 x 10Base-T/100Base-TX/1000Base-T - RJ-45 - PoE; Network stack device; 40 x 10Base-T/100Base-TX/1000Base-T - RJ-45 Power Device Power supply - hot-plug / redundant; Power Consumption Operational 190 Watt Software Included: Security Manager</p>	10
1 Data Center equipment	UPS	<p>1-10) Replacement batteries for APC Symmetra PX Data Center UPS Manufacturer (APC) Part # SYBTU1-PLP Width 4.3 in; Depth 24 in; Height 7 in; Weight 50 lbs Battery Technology: Lead acid Min Operating Temperature 32 °F Max Operating Temperature 104 °F Humidity Range Operating 0 - 95%</p>	200

CITY OF CLEVELAND STANDARD SPECIFICATIONS FOR
Computer Hardware, Software and Services
Section D: TECHNICAL SPECIFICATIONS

Group	Sub Group	Specification	Quantity
1 Data Center equipment	UPS	1-11) UPS - 2U Rack mount, 1920 Watt, 230 V. Input Voltage AC 230 V Input Connector(s) Power IEC 320 EN 60320 C13 Output connector(s) Power IEC 320 EN 60320 C14 Power Provided 1.92 kW Surge Energy Rating 2400 Joules Cables: 1 x power cable - 6.6 ft Warranty Service & Support: 3 years limited warranty on hardware and batteries	10
1 Data Center equipment	UPS	1-12) UPS - external Tower, 1920 Watt, 120 V UPS Technology: Line interactive Input Voltage: AC 100/110/120/127 V Frequency Required 50/60 Hz Input Connector(s): 1 x power IEC 320 EN 60320 C20 Power Output Connectors Details: 10 x power NEMA 5-20 Power Provided: 1.92 kW Dataline Surge Protection: Network - RJ-45 Output Waveform: Sinewave Surge Suppression: Standard; Surge Energy Rating: 1200 Joules Circuit Protection: Electronic current limit Battery Technology: Lead acid Networking Remote Management Interface: RS-232, USB Interfaces: 1 x management - USB; 1 x management - RS-232 Cables Included: 2 x power cable - 10 ft; 1 x USB cable Compliant Standards UL, VCCI, BSMI, ANSI C62.41, cUL, ICES-003, NOM, UL 1778, FCC, CSA C22.2, RoHS OS Supported: Microsoft Windows 7, Microsoft Windows Server 2003, Microsoft Windows Server 2008 Standard, Microsoft Windows Server 2008 Standard x64 Edition, Microsoft Windows XP Professional SP3, VMware ESX Server 3.5 Service & Support: 3 years warranty; Limited warranty - batteries - 3 years	10

CITY OF CLEVELAND STANDARD SPECIFICATIONS FOR
Computer Hardware, Software and Services
Section D: TECHNICAL SPECIFICATIONS

Group	Sub Group	Specification	Quantity
2 Servers and accessories		Group 2: Servers and accessories	
2 Servers and accessories	Server	2-1) Rack mount Server - HP Proliant DL60 or approved equal or better Processor family: Intel Xeon E5-2603(4 core, 1.8Ghz, 10M,80W) Number of processors: 1 Cores available: 4 Maximum memory: 768GB Memory slots: 24 DIMM slots Memory type: 1R x4 PC3L-10600R-9 Expansion slots: (2) PCIe Network controller: 1Gb 361i Ethernet Adapter 2 Ports per controller Supported drives: Hot plug 3.5-inch SAS; Hot plug 3.5-inch SATA; Non-hot plug 3.5-inch SATA Storage controller: (1) Dynamic Smart Array B120i/ZM Form factor: 1U Infrastructure management: Lights-Out100 (Standard), HP Insight Control (Optional) 3/0/0 for WW and 3/1/1 for APJ	20
2 Servers and accessories	Server	2-2) Onsite installation of above DL60 or approved equal or better server Hardware only	10

CITY OF CLEVELAND STANDARD SPECIFICATIONS FOR
Computer Hardware, Software and Services
Section D: TECHNICAL SPECIFICATIONS

Group	Sub Group	Specification	Quantity
2 Servers and accessories	Server	2-3) Rack mount Server - HP Proliant DL 80 or approved equal or better Number of processors: 1 or 2 Cores available: 4,6,8,10,12 Maximum memory: 256GB Memory slots: 8 DIMM slots Memory type: DDR4 SmartMemory Expansion slots: (6) Maximum Network controller: 1Gb 361i Ethernet Adapter Maximum drive bays: (12) LFF SAS/SATA/SSD, (8) LFF SAS/SATA/SSD Storage controller: Dynamic Smart Array B140i, H240 Host Bus Adapter, Smart Array P440/4GB Form factor: 2U Infrastructure management: iLO Management (standard), Intelligent Provisioning (standard), iLO Essentials (optional), iLO ScaleOut (optional), iLO advanced (optional)	20
2 Servers and accessories	Server	2-4) Onsite installation of above DL 80 or approved equal or better server Hardware only.	10
2 Servers and accessories	Server	2-5) Rack Mount Server - HP Proliant DL 100 or approved equal or better. Processor family: Intel Xeon E5-2603(6 core, 1.6Ghz, 15M,85W) Number of processors: 1 Cores available: 6 Maximum memory: 512GB Memory slots: 16 DIMM slots Memory type: 1R x4 PC4-2133P-R Expansion slots: (3) PCIe Network controller: 1Gb 350i Ethernet Adapter 2 Ports per controller Maximum drive bays: (8) LFF SAS/SATA/SSD or (12) LFF SAS/SATA/SSD, (8) SFF SAS/SATA/SSD or (16) SFF SAS/SATA/SSD Storage controller: (1) Dynamic Smart Array B140i Form factor: 2U Infrastructure management: iLO Management (standard), Intelligent Provisioning (standard), iLO Essentials (optional), iLO ScaleOut (optional), iLO advanced (optional)	40

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2 Servers and accessories	Server	2-6) Onsite installation of above DL 100 or approved equal or better server Hardware only	15
2 Servers and accessories	Server	2-7) Rack mount Server - HP Proliant DL 300 or approved equal or better Processor family: Intel Xeon E5-2640(8 core, 2.6Ghz, 20M,90W) Number of processors: 1 Cores available: 8 Maximum memory: 768GB Memory slots: 24 DIMM slots Memory type: 2R x4 PC4-2133P-R Expansion slots: (3) PCIe Network controller: 1Gb 331FLR Ethernet Adapter 4 Ports per controller Maximum drive bays: (4) LFF SAS/SATA/SSD or (12) LFF SAS/SATA/SSD, (4) SFF SAS/SATA/SSD or (24) SFF SAS/SATA/SSD Storage controller: (1) Smart Array P440ar/2GB FBWC Form factor: 2U Infrastructure management: iLO Management (standard), Intelligent Provisioning (standard), iLO Essentials (optional), iLO advanced (optional)	10
2 Servers and accessories	Server	2-8) Onsite installation of above DL 300 or approved equal or better server Hardware only	10

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Group	Sub Group	Specification	Quantity
3 PCs and accessories		Group 3: PCs and accessories	
3 PCs and accessories	Cable	3-1) Patch Cable CAT6 Stranded GrayRJ-45 - 10 ft. Pack of 50	30
3 PCs and accessories	Desk-top	3-2) Desktop PC - Intel i3, 4GB RAM - HP Prodesk or approved equal or better. Operating System: Windows 7 Professional, no Media, 64-bit, English Processor: Intel Core i3 Memory: 4GB DDR3 Non-ECC Dual Channel SDRAM, 1333MHz Keyboard: USB USA Keyboard Monitor: 19in Wide screen Monitor, VGA/ DVI Video Card: Integrated Video, Intel HD graphics, DisplayPort & VGA Boot Hard Drive: 500 GB 7,200 RPM 3.5" SATA, 6.0Gb/s Hard Drive with 16MB Cache Mouse: USB Optical Mouse Hard Drive Mode: No RAID Removable Media Storage Device: 16X DVD+/-RW, Roxio Creator, Cyber link Power DVD Speakers: Internal Business Audio Speaker Hardware Support Services 3 Year Basic Hardware Support and 3 Year NBD Onsite Service after remote diagnosis <u>Asset Tag with company name on system chassis</u>	1000
3 PCs and accessories	Desk-top	3-3) Onsite basic installation service for above Minitower Desktop computer no data migration	100
3 PCs and accessories	Desk-top	3-4) Desktop PC - Intel i5, 4 GB RAM - HP Prodesk or approved equal or better Operating System: Windows 7 Professional, No Media, 64-bit, English Processor: Intel i5 Memory: 4GB DDR2 Non-ECC SDRAM, (1 DIMM) Keyboard: USB, English Monitor: 19in Wide screen Monitor, VGA/ DVI Video: integrated Video with DisplayPort/VGA Boot Hard Drive: 500GB 7,200 RPM 3.5" SATA, 6.0Gb/s Hard Drive with NCQ and 8MB Cache Mouse: USB Optical Mouse with scroll wheel Systems Management Mode: Hardware Enabled Systems Management CD ROM/DVD ROM: 16X DVD+/-RW SATA Speakers: Internal Business Audio Speaker Hard Drive Mode: No RAID Resource DVD: Resource DVD - contains Diagnostics and Drivers Hardware Support Services: 3 Year ProSupport and 3 Year NBD Onsite Service <u>Asset Tag with company name on system chassis</u>	50
3 PCs and accessories	Desk-top	3-5) Basic installation service for above Desktop computer no data migration	10

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Group	Sub Group	Specification	Quantity
3 PCs and accessories	Desk-top	<p>3-6) Desktop PC - Intel i7, 4 GB RAM - HP Prodesk or approved equal or better Operating System: Windows 7 Professional, No Media, 64-bit, English Processor: Intel i7 Memory: 4GB DDR2 Non-ECC SDRAM, (1 DIMM) Keyboard: USB, English Monitor: 19in Wide screen Monitor, VGA/ DVI Video: integrated Video with DisplayPort/VGA Boot Hard Drive: 500GB 7,200 RPM 3.5" SATA, 6.0Gb/s Hard Drive with NCQ and 8MB Cache Mouse: USB Optical Mouse with scroll wheel Systems Management Mode: Hardware Enabled Systems Management CD ROM/DVD ROM: 16X DVD+/-RW SATA Speakers: Internal Business Audio Speaker Hard Drive Mode: No RAID Resource DVD: Resource DVD - contains Diagnostics and Drivers Hardware Support Services: 3 Year ProSupport and 3 Year NBD Onsite Service Asset Tag with company name on system chassis</p>	25
3 PCs and accessories	Laptop better	<p>3-7) Laptop computer - HP Probook i3, 4GB RAM or approved equal or better Operating System: Windows 7 Pro, 64-bit, No media Processor: Intel Core i3 Memory: 4.0GB, DDR3-1333MHz SDRAM, 1 DIMM Internal Keyboard: Internal English Single Pointing Keyboard; Touchpad Webcam: Light Sensitive Webcam and Noise Cancelling Digital Array Microphone Primary Storage: 320GB 7200rpm Hard Drive LCD: 13" HD(1366x768) Anti-Glare LED backlit Primary Optical Device: 8X DVD+/-RW w/Roxio and Cyber link Power DVD™, no media Wireless LAN (802.11): 802.11n Half Mini Card Power: AC adaptor; Primary battery 6 Cell Li ion Battery Hardware Support Services: 3 Year ProSupport with 3 Year NBD Limited Onsite Service After Remote Diagnosis Asset Tag with company name on system chassis</p>	500

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Group	Sub Group	Specification	Quantity
3 PCs and accessories	Laptop	<p>3-8) Mobile Laptop HP Elitebook i5, 4GB RAM or approved equal or better Operating System: Windows 7 Professional, 64-bit, with XP Mode Installed, No Media Processor: Intel Core i5 Dual Core 4MB cache with Turbo Boost Memory: 4.0GB, DDR3 SDRAM, 2 DIMMS Internal Keyboard: Internal English Keyboard & touchpad Graphics: AMD Mobility Pro Graphics with 1GB GDDR5 Primary Storage: 500GB Hard Drive, 7200 RPM LCD: 15.6" HD (1366 x 768) Anti-Glare LED Display Power: A/C Adapter; Primary Battery: 9-cell Lithium Ion Battery Primary Optical Device: 8X DVD+/-RW Camera / Microphone: Integrated webcam with microphone Wireless LAN (802.11): 802.11 n Half Mini Card Carrying Cases: Deluxe Nylon Backpack Carrying Case Hardware Support Services: 3 Year Basic Limited Warranty and 3 Year Next Business Day Onsite Service Accessories: USB Optical Mouse Asset Tag with company name on system chassis</p>	500
3 PCs and accessories	Laptop	<p>3-9) Mobile Laptop HP Elitebook i7, 4GB RAM or approved equal or better Operating System: Windows 7 Professional, 64-bit, with XP Mode Installed, No Media Processor: Intel Core i7 Dual Core 4MB cache with Turbo Boost Memory: 4.0GB, DDR3 SDRAM, 2 DIMMS Internal Keyboard: Internal English Keyboard & touchpad Graphics: AMD Mobility Pro Graphics with 1GB GDDR5 Primary Storage: 500GB Hard Drive, 7200 RPM LCD: 17" HD (1366 x 768) Anti-Glare LED Display Power: A/C Adapter; Primary Battery: 9-cell Lithium Ion Battery Primary Optical Device: 8X DVD+/-RW Camera / Microphone: Integrated webcam with microphone Wireless LAN (802.11): 802.11 n Half Mini Card Carrying Cases: Deluxe Nylon Backpack Carrying Case Hardware Support Services: 3 Year Basic Limited Warranty and 3 Year Next Business Day Onsite Service Accessories: USB Optical Mouse Asset Tag with company name on system chassis</p>	500

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3 PCs and accessories	Laptop	<p>3-9) Apple iPad 16/32/64 GB or approved equal or better Operating System: iOS 8 or equivalent Processor: A7 or equivalent Memory: 16/32/64 GB Display: 9.7-inch (diagonal), 2048x1536 with 264 pixel Camera: 1.3MP Web Camera included Wireless Cards: Wireless 802.11b/g/n & Bluetooth V2.1 + EDR Primary Battery: 32.4-watt-hour lithium-polymer battery Limited Warranty, Services and Support 3 Year Basic Limited Warranty and 3 Year NBD Onsite Service Asset Tag with company name on system chassis</p>	50
3 PCs and accessories	Tablet PC	<p>3-10) Microsoft Surface Tablet or approved equal or better Display: 12.1" WXGA (minimum), Capacitive multi touch, enhanced outdoor viewing. CPU: Intel Core i3/5/7 Operating System: Windows 8.1 Professional Camera: Integrated 3 Megapixel minimum RAM: 4/8 GB Hard Drive: 64/128/256/512GB SSD Connectivity: Ethernet, WiFi 802.11 b/g/n Asset Tag with company name on system chassis</p>	25

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Group	Sub Group	Specification	Quantity
3 PCs and accessories	Monitor	<p>3-11) 21.5-inch Widescreen Flat Panel Monitor with LED and 3-Year Warranty Display Type LCD display / TFT active matrix - LED backlight Diagonal Size: 21.5" - widescreen Dot Pitch / Pixel Pitch: 0.248 mm Max Resolution: 1920 x 1080 / 60 Hz Video Format: 1080p (Full HD) Color Support: 16.7 million colors Response Time: 5 ms Display Positions Adjustments: Tilt Display Screen Coating: Anti-glare Signal Input DVI-D, VGA Features: HDCP, LED-backlit, anti-glare, 81% color gamut Image Aspect Ratio 16:9 Image Brightness 250 cd/m2 Image Contrast Ratio 1000:1 Analog Video Signal: RGB Digital Video Standard: Digital Visual Interface (DVI) Interfaces 1 x VGA - 15 pin HD D-Sub (HD-15); 1 x DVI-D (dual link) - 24 pin digital DVI Included Accessories: Stand EPEAT Compliant: EPEAT Gold ENERGY STAR Qualified: Yes</p>	1000
3 PCs and accessories	Monitor	<p>3-12) 19-inch Widescreen Monitor with 3-Year Warranty Display Type: LCD display / TFT active matrix Built-in Devices: USB hub Diagonal Size: 19" - widescreen Dot Pitch / Pixel Pitch: 0.284 mm Max Resolution: 1440 x 900 / 60 Hz Color Support: 16.7 million colors Response Time: 5 ms Display Positions Adjustments: Height, pivot (rotation), swivel, tilt Signal Input: DVI-D, VGA Image Aspect Ratio: 16:10 Image Contrast Ratio: 1000:1 / 50000:1 (dynamic) Analog Video Signal: RGB Digital Video Standard: Digital Visual Interface (DVI) Interfaces: 1 x VGA; 1 x DVI-D; 4 x Hi-Speed USB - 4 pin USB Type A EPEAT Compliant :EPEAT Gold ENERGY STAR Qualified: Yes</p>	200
3 PCs and accessories	RAM	<p>3-13) 2 GB RAM PC modules RAM for the PC specified in item 3-2, Minitower Desktop computer – Intel Core 2 Duo, 2GB RAM – Dell Optiplex 790 or equivalent. Storage Capacity: 2 GB; Type: DRAM; Technology: DDR2 SDRAM Form Factor: DIMM 240-pin Memory Speed: 800 MHz (PC2-6400) Data Integrity Check: Non-ECC RAM Features: Unbuffered Compatible Slots: 1 x memory - DIMM 240-pin Service & Support: Limited lifetime warranty</p>	100

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Group	Sub Group	Specification	Quantity
3 PCs and accessories	Speakers	3-14) USB Stereo Multimedia Speaker System for PCs System Components: 2 speakers Speaker Type: Active Nominal Output Power (Total): 1.2 Watt Audio Amplifier: Integrated Interface Type: USB Connector Type 1 x USB (4 pin USB Type A)	200
3 PCs and accessories	Storage	3-15) External desktop hard drive 1 TB, USB 2.0/ eSATA Form Factor 3.5" Capacity 1 TB 7200 RPM Interface Transfer Rate 3.0 Gbps (eSATA) / 480 Mbps (Hi-Speed USB) Interfaces 1 x Hi-Speed USB; 1x eSATA-300 - 7 pin external Serial ATA Cables Included 1 x USB cable; 1 x eSATA cable - external; 1 x power cable Power Source: Included AC adapter OS Supported: Microsoft Windows Vista / XP / 7 Asset Tag with company name on system chassis	200
3 PCs and accessories	Storage	3-16) 8 TB Seagate BlackArmor NAS 440 Network Attached Storage Server Total Storage Capacity: 8 TB Built-in Devices: Status LCD Localization: United States Processors Installed: 1.2 GHz RAM Installed: 256 MB Storage Controller Type: RAID Controller Interface Type: Serial ATA-300 RAID Level RAID 0, RAID 1, RAID 5, RAID 10, JBOD Hard Drive Type Hot-swap - 3.5" x 1/3H Capacity: 4 x 2 TB Interface Type Serial: ATA-300 Spindle Speed: 7200 rpm Data Link Protocol: Ethernet, Fast Ethernet, Gigabit Ethernet Network / Transport Protocol: FTP Remote Management Protocol: HTTP, HTTPS Network Services Compatibility: Microsoft CIFS, Network File System (NFS), FTP, HTTP, HTTPS Features: E-mail alert, FTP server Expansion Bays Total 4x hot-swap - 3.5" x 1/3H Interfaces: 2 x Ethernet 10Base-T/100Base-TX/1000Base-T - RJ-45; 4 x Hi-Speed USB - 4 pin USB Type A Cables Included: 1 x network cable - 6.6 ft Compatible with: Microsoft Windows 7, Vista, XP Software Included: Discovery, Backup	50

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Group	Sub Group	Specification	Quantity
4 Projectors and Accessories		Group 4: Projectors and Accessories and Other	
4 Projectors and Accessories	Projector	4-1) Computer Projector with 5-Year Advanced Exchange Warranty Device Type: DLP projector ; Weight: 5.3 lbs Image Brightness: 2700 ANSI lumens; Image Contrast Ratio: 2200:1 Projection Distance: 3.3 ft - 39 ft; Resolution: XGA (1024 x 768) Native Aspect Ratio: 4:3; Color Support: 1.07 billion colors Lamp Type: 200 Watt Lamp Life Cycle: 3000 hour(s) / 4000 hour(s) (economic mode) Controls / Adjustments: Keystone correction, zoom, uniformity Zoom Type: Manual; Zoom Factor: 1.1x Video Input: Analog Video Signal RGB, S-Video, composite video, component video Video Output: Analog Video Signal RGB Audio Output: Type Speaker - integrated Sound Output Mode: Mono; Output Power / Channel: 2 Watt ;Speaker: 1 x mixed channel Input Device Type: Remote control - external - wireless Interfaces: 2 x VGA / component video input - 15 pin HD D-Sub (HD-15); 1 x audio line-in - mini-phone stereo 3.5 mm; 1 x VGA output - 15 pin HD D-Sub (HD-15); 1 x S-video input - 4 pin mini- DIN; 1 x composite video input - RCA; 1 x audio line-out - mini-phone stereo 3.5 mm; 1 x USB - 4 pin USB Type B (management) Cables Included: 1 x VGA cable Security Features: Security lock slot (cable lock sold separately), password protection Power: Voltage Required AC 120/230 V (50/60 Hz)	15

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Group	Sub Group	Specification	Quantity
5 Software		Group 5: Software	
5 Software	Operate- in System Utilities	5-1) VMware vSphere 5 Virtualizes three physical servers; compatible with max 2 processors per host and 6 cores per processor. Includes vSphere license for 3 dual-CPU servers and venter server for essentials along with 1-year basic support and subscription.	10
5 Software	Operat- ing System Utilities	5-2) Citrix Provisioning Server for Datacenters 4.5 x1 Server with Network terminal emulation with 1 year Subscription Advantage	10

GENERAL CONDITIONS

B-1 CONSIDERATION OF BIDS.

All bids received in conformity with the Invitation to Bid shall be endorsed with the contract or advertisement name or number and name and address of the bidder. All bids, immediately after being read, shall be tabulated and summarized and shall become public record in the office of the Commissioner of Purchases and Supplies.

B-2 UNACCEPTABLE BIDS.

No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

B-3 REJECTION OR ACCEPTANCE OF BIDS.

The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informality in the bid. In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.

B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.

Bidders must present evidence to the Commissioner of Purchases and Supplies, when required by him to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.

B-5 WITHDRAWAL OF BID.

No bid may be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.

B-6 TIME OF AWARD.

The Board of Control of the City of Cleveland shall make an award or reject all bids not later than the second regular meeting of said Board following the opening of bids, unless further time is required to analyze bids, to investigate responsibility of any bidder, or in the absence of a time limitation for acceptance set forth in the bid.

Any extension of time beyond the date fixed by the successful bidder or the fourth regular meeting of the Board of Control, whichever event shall occur first, shall be subject to agreement between said bidder and the Board.

B-7 AWARD CONTRACT.

No contract shall be awarded without the approval of the Board of Control, and then only to the lowest and best bidder.

B-8 PERFORMANCE BOND.

Contracts for the purchase of articles, supplies, commodities, materials, equipment or services shall be secured by a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least twenty-five percent (25%) of the contract price on materials supplied and at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. A performance bond is not required for standard purchase and requirements contracts awarded in the amount of \$500,000.00 or less, except that standard purchase and requirements contracts that are labor and materials contracts including, but not limited to painting, carpentry, plumbing, electrical, masonry, landscaping, snow plowing, fencing and trucking over \$100,000 but not more than \$250,000 shall require a bond of at least twenty-five percent of the contract price, and over \$250,000 but not more than \$500,000 shall require a bond of at least fifty percent of the contract price. The above policy notwithstanding, the City of Cleveland reserves the right to require a performance bond in various amounts or to modify the performance bond requirement whenever it is determined to be in the best interest of the City of Cleveland to do so.

B-9 RELEASE OF BOND.

Whenever a performance bond is required, the performance bond will not be released until all the provisions of the contract have been fulfilled.

B-10 CANCELLATION OF CONTRACT.

The City shall have the right to cancel this contract on five (5) days written notice if, in the opinion the Commissioner of Purchases and Supplies, the delivery of materials, supplies or equipment or the performance of work or services are not in accordance with contract specifications and the contractor fails to cure such deficiencies or comply with the contract specifications within ten (10) days after receipt of notice of default from the City, except where fulfillment of its obligation requires activity over a period of time and it has, within ten (10) days of the default notice commenced such activity. Additionally, the City shall have the right to cancel this contract, without cause, upon fifteen (15) days written notice upon the determination of the Board of Control of the City, expressed through its resolution, to do so.

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

a. The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City, expressed through its resolution, and then only upon such terms and conditions as may be agreed to by said Board. No such subcontracting, subletting, assignment, transfer, conveyance or other disposal of the contract shall be valid until filed in the office of the Commissioner of Accounts.

b. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

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

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

e. The Office of Equal Opportunity shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

f. The City's Sub-contractor Addition and Substitution Policy and Procedure is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: <http://www.city.cleveland.oh.us>.

B-12 DELAY FOR CAUSES BEYOND CONTROL.

If the contractor is delayed in complying with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control including orders, limitations or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or for any cause by which the director shall decide to justify the delay; then for all such delays and suspensions, the contractor shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of the contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the director.

B-13 PATENTS.

The Contractor shall be required to pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the contractor shall defend all suits or claims for infringement of any patent or license rights.

B-14 DELIVERY.

The vendor shall adhere to all stipulated delivery terms (e.g., material / service delivery upon a pre-set schedule, upon orders being placed, etc.). All service performance / material deliveries should be made only if the City of Cleveland has issued a valid, open Purchase Order (PO) with a sufficient free balance to

cover the full costs of the service being performed or materials being delivered. The City will not pay vendors for goods or services that are either delivered to the City under an invalid or unauthorized PO or were ordered using an expired contract. The City is not responsible for, and will not pay for, goods or services delivered to the City that are not authorized under the PO and contract under which a sale was purportedly made. Therefore, the vendor must not perform any services nor deliver any materials without a valid, open PO that authorizes the services / materials and that carries a sufficient free balance to cover the services / materials.

Upon delivery, some form of delivery documentation must be left with the City of Cleveland Department. For service performed, some Proof of Service documentation must be given to a City employee. For materials delivered, some Proof of Delivery or Packing Slip must be given to a City employee. In all instances, the delivery documentation must be signed and dated by a City employee in order to substantiate the services provided or materials delivered were as indicated on the documentation. City employees are charged with performing this verification, so vendors should allow adequate time for this review to occur. Failure to provide some delivery documentation, which received a City signature and date upon delivery, may result in payment delays.

B-15 LABORATORY TEST.

The City of Cleveland reserves the right to test all materials, equipment or supplies delivered during the life of the contract, at an independent laboratory to be designated by the Commissioner of Purchases and Supplies of the City of Cleveland. Where the result of such test shows the materials, equipment or supplies are not equal to the specifications, then the expense of making such test shall be paid by the contractor.

B-16 FAILURE TO MEET SPECIFICATIONS.

The delivery of any material, supplies or equipment or the performance of any work or services under the contract which do not conform to contract specifications will be rejected and the contractor notified immediately in writing of such rejection and the reason therefore. If the time for performance has not expired, and the contractor wishes to remedy the deficient materials, supplies or equipment or performance, it may notify the Commissioner of Purchases and Supplies of its intention to cure and may within ten (10) days make a conforming delivery of performance unless such time is extended in writing by said Commissioner. If said contractor fails to replace such nonconforming materials, supplies or equipment or otherwise cure such deficient performance of work or services, the City of Cleveland will purchase such materials, supplies or equipment or obtain the performance of such work or services of the character required on the open market or in case of work and services, by performance by City employees. In such event, the contractor and his surety shall be liable to the City for any excess costs and expenses thereby incurred.

B-17 SAFEGUARDS.

Any equipment to be furnished by the terms of this bid, shall be provided with safety controls, guards, and housing meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included as part of the bid.

B-18 STATE OR FEDERAL TAXES.

- a. The City of Cleveland is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.
- b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.
- c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

The contractor shall be and remain an independent contractor with respect to all services performed under said contract, and agrees to and accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law, which are measured by the terms of this contract 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 and duly authorized state or federal officials and said contractor also agrees to indemnify and save harmless the City of Cleveland from an such contributions or taxes or liability therefore.

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

The freight prices made in the bid are to be in accordance with lawful freight or cartage charges in existence at the time the bid is made, and contract prices shall be increased or decreased by changes in the freight or cartage rates, provided that claims for additional freight or cartage be presented to the City of Cleveland within thirty (30) days after said advance in freight or cartage rates becomes effective. Reductions in freight or cartage prices will be deducted from the contract price.

B-21 INVOICING AND PAYMENT.

The Contractor shall submit invoices that appropriately reflect the work performed. Original Invoices must be typed and legible. The City of Cleveland does not pay from duplicates or copies. Each invoice must be mailed as specified below:

- Original invoice to address as shown on Purchase Order under "BILL TO:"
- Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Cleveland, OH 44114, clearly marked "COPY".
- Address invoice questions first to the ordering department. The Division of Accounts will assist if the Department is unable to resolve the question.

The failure to deliver copies of invoices to the indicated location may lead to delays in payment.

Invoices submitted by the Contractor for payment must include the following information:

- Contractor Name, as it appears on the Contract;
- Contractor Mailing Address;
- Contractor Telephone Number;
- Contractor Facsimile Number;
- Contract Number;
- Purchase Order (PO) Number under which the work being invoiced was authorized;
- Contractor Invoice Number, which must be a unique (non-recurring) number;
- Invoice Date, reflecting the date that the invoice itself was issued to CWD;
- Timeframe that the invoice covers;
- A detailed itemization of labor and materials provided, including:
 - Date that work was performed / material delivered,
 - Location for each item of service performed / material delivered,
 - Line Item Number from the Contract's Schedule of Items (SOI) that is being invoiced,
 - Quantity of items being invoiced under each Line Item,
 - Unit Cost of each Line Item,
 - Extended Cost by each Line Item.
- delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.) with an acknowledgement signature and date from a City of Cleveland employee;

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-1922166. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

Any applicable discounts, as stipulated through the contract and/or PO, must be itemized and applied to the invoice. Any special instructions contained within the contract must also be followed.

If any invoice is erroneous or does not include the above required information, the City shall inform the supplier as to the reasons thereof and any corrective actions necessary to qualify the invoice for payment by the City. The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice.

B-22 EQUAL OPPORTUNITY.

This contract is a contract, and contractor is a contractor within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term, the contractor shall comply with all terms, conditions and requirements imposed on "contractor" in the Equal Opportunity Clause, Section 187.22(b) of

the Codified Ordinances of Cleveland, Ohio 1976, attached hereto and made a part hereof. A copy of such clause shall be made a part of every subcontract of agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom the contractor may deal.

PARAGRAPHS B-23 AND B-24 APPLY ONLY IF THE REQUIREMENT CONTRACT BID BLOCK IS MARKED ON BID PAGE 1 OF BID AND ON BID FORM.

B-23 DURATION OF CONTRACT.

The proposed contract shall be effective upon its execution and approval by the Director of Law of the City of Cleveland and, for the purpose of accepting delivery, shall continue in full force and effect for the period specified in the specifications and/or the Schedule of Items section of the bid, unless otherwise indicated.

B-24 REDUCTION IN PRICES.

The contractor agrees that if the price to the general trade is reduced while the contract is in effect, the City of Cleveland will receive the benefit of such reduction immediately. However, if the contract price is below the price to the general trade at the time the contract is awarded, the reduction provision will be effective only when the recognized price to the general trade reaches a level lower than the contract price or when the contractor reduces his own price to a level lower than the contract price.

B-25 EIGHT-HOUR DAY, MINIMUM WAGE, AND NON-DISCRIMINATION.

The Contractor agrees that it shall comply with the following provisions of the Charter of the City of Cleveland, which are, respectively, as follows:

Section 196. Except in case of extraordinary emergencies, not to exceed eight (8) hours will constitute a day's work and not to exceed forty eight (48) hours a week's work, for any City employee of the City of Cleveland in the classified service thereof, and for any workmen engaged in public work carried on or aided by the municipality whether done by contract or otherwise. The Council shall by ordinance, provide for the enforcement of the provisions of this section.

Section 197. Every contract for public work entered into by the City of Cleveland shall contain, and no contract shall be entered into unless it contains the following stipulations:

The Contractor hereby agrees that all persons employed by him will be paid wages which are not less than are paid by the City of Cleveland for similar or like work; but if said City has not established a rate of wages for any particular class of work to be performed under the terms of this contract, then said employees shall be paid wages not less than are generally paid therefore by others employing union labor in said City.

The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the Contract there will be no discrimination exercised against any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

B-26 LAWS, PERMITS, AND REGULATIONS

The contractor shall comply with all applicable laws of the Federal government, State, ordinances of the City or other municipality in which the work or services are being done and all applicable regulations and any authorized regulations, and shall be responsible for securing at his own expense any and all licenses, permits and certificates of inspection required by law or by the contract documents.

SERVICES, LABOR & MATERIALS – IF THIS CONTRACT IS FOR WORK, SERVICES, OR LABOR & MATERIALS, B-27, 28 AND B-29 APPLY

B-27 STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR AND MATERIALS.

If this contract contains labor, whether in part or in all, the contractor shall, in all cases during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save said City harmless from any and all liability arising from said act. He shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referred to. A copy of the official certificate or receipt showing the payments hereinbefore referred to, shall be submitted with the bid, or, if not included with the bid, shall be submitted with the signed contract. No work shall be commenced, or payments made, until the certificate or receipt is received by the City. The contractor shall maintain continuous coverage throughout the contract and shall notify the City in writing within 24 hours of receipt of notice of cancellation or reduction of coverage.

B-28 INDEMNITY

Contractor shall indemnify, defend, and hold harmless the City of Cleveland, Ohio, its officers, agents, and employees from all claims, demands, liabilities, loss, suits, causes of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission by Contractor or its agents, employees, subcontractors or suppliers, in performing work or services or furnishing labor and materials under this contract. This indemnification right is in addition to any other indemnification or contribution right of any indemnified party and shall survive completion of the work or services or furnishing of labor and materials.

B-29 WARRANTY

Contractor warrants, in addition to any other express or implied warranty required by law or the contract, that all work and services performed under this Agreement will be of good quality, free from faults and defects, conform to the contract documents, performed in a workmanlike manner according to good usage and

accepted practice, resulting in a merchantable product, and fit and suitable for their intended purpose, and that materials supplied will be of good quality and free from all defects, latent or patent.

B-30 OHIO CAMPAIGN FINANCE LAW

Pursuant to the Ohio Revised Code, as referenced below, the following language is hereby made a part of this document:

"Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1)."

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Ohio Revised Code, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

B-31 TITLE 48 C.F.R. ETC:

Certification Re: Federal Debarment, Suspension, Ineligibility or Voluntary Exclusion: Title 48 Code of Federal Regulations, Part 9, and other regulations, preclude the City from participating in a covered transaction, as defined in subpart 9.4, with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. By signing and submitting this document, the bidder certifies to City that it, its principals, any subcontractors, and subcontractor principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 2) Have not within the three-year period immediately preceding the submission date of this document been convicted of or had a civil judgment rendered against them personally or the company for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; or,
- 4) Have not within the three-year period immediately preceding submission date of this document had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of these statements in this certification, such prospective participant must attach a written explanation to this bid. Failure or inability to certify to any of these statements may be cause for rejection of the bid.

The Federal Debarred Listing is available at <http://www.epls.gov/>

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Code of Federal Regulations, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

Rev 082312 jeh
Rev 1226/13rn

SUPPLEMENTAL
NOTICE TO BIDDERS

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES
DISCLOSURE

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

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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



**MAYOR'S OFFICE OF EQUAL OPPORTUNITY
PARTICIPATION INFORMATION FORM**
(Requirement and Standard Contracts)

The Subcontractor Participation Goals for this contract are:

5% CSB Participation

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

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20Opportunity>

Click on [CSB/MBE/FBE Registry](#).



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Natoya J. Walker Minor, Director
Office of Equal Opportunity

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

Each Contract also shall contain the following equal opportunity clause:

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

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

City of Cleveland
Mayor's Office of Equal Opportunity

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

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

2. Definitions:

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

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

enters into a particular Contract.

- (j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs, MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.
- (k) "Director" means the Director of the Office of Equal Opportunity.
- (l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) "Local Producer" means a Person that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2)
 - A. grows food or fabricates goods, whether or not finished, from organic or raw materials;
 - B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;
 - C. supplies goods by performing a Commercially Useful Function; or
 - D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.
- (q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) "Local Sustainable Business" means a Business Enterprise that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

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

- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. Required OEO Schedules:

The following documents must be completed, signed and submitted as part of the Contractor's bid or proposal for any City of Cleveland contract over \$50,000.00. Failure to submit all OEO Schedules may result in the rejection of a bid.

Schedule 1: PROJECT CONTACT INFORMATION FORM

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

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

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

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

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

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

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

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

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

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

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

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

4. Equal Employment Certification:

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

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

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

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

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

5. **CSB Certification:**

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

There are two classifications of CSBs:

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

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

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

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

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

6. **CSB Contract Participation**

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

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

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

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

Each Bidder or Proposer shall make a good faith effort to subcontract with certified CSBs in consistent with the goals prescribed in the bid or proposal documents.

7. **MBE/FBE Certification:**

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

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

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

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

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

8. MBE and FBE Contract Participation

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

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable.** When specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer shall make a good faith effort to meet them.

When there are specific MBE and/or FBE goals on a City contract, those goals will be considered in lieu of an equivalent portion of the CSB goals for the contract. Please review the bid or proposal documents for the final MBE, FBE and/or CSB subcontracting goals for the project.

9. MBE/FBE Bid Discounts:

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

10. MBE/FBE Evaluation Credits:

Contracting Departments may apply an Evaluation Credit of five percent (5%) of the total points awarded for proposals received from MBE and FBE Proposers to remediate past or present discrimination, where evidence of contracting disparity has been adequately demonstrated.

11. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:

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

If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the contract retainage required under Section 185.41 of the Codified Ordinances of the City of Cleveland. Release of this retainage shall be managed under the provisions established in Section 187.05(e) of the Codified Ordinances.

12. CSB Bid Discounts:

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

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

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

13. CSB Evaluation Credits:

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

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

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

14. CSB Subcontracting Bid Discounts and Additional Retainage:

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

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the retainage required under Section 185.41 of the Codified Ordinances. Release of this retainage shall be managed under the provisions established in Section 187.03(d) of the Codified Ordinances.

15. LPE and SUBE Certification:

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

16. LPE and SUBE Bid Discounts:

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

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

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

17. LPE and SUBE Evaluation Credits:

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

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

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

18. Maximum Annual Subcontracting Program Benefit:

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

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

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

19. CSB/MBE/FBE Manufacturer and Supplier Participation:

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials or adds value by substantially altering them before resale.

Sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process. A business enterprise is a supplier performing a commercially useful function in the supply process" when it:

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

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

participation on the contract.

20. Joint Ventures:

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

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

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

22. Subcontractor Participation Compliance Monitoring

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

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

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

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

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

Community Benefit Policies:

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

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



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

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

Schedule 1: Project Contact Information Form

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

Schedule 2: Schedule of Subcontractor Participation

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

Schedule 3: Statement of Intent to Perform as a Subcontractor

- Did the subcontractor specify the total dollar amount of the subcontract?
- If applicable, has the re-subcontracting section been completed?
- Is the form complete and signed by the subcontractor?

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

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



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

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE SUBCONTRACTORS (Certified and non-certified) that will be participating on this contract. The Bidder or Proposer is responsible for verifying that each CSB, MBE and FBE Subcontractor listed is certified to perform the particular type of work they are expected to perform for the contract.

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

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

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

Authorized Representative:			
Signature:		Date:	



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

Project Name:	
Bidder/Proposer Name:	

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



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

Subcontractor Name:	
Bidder/Proposer Name:	
Project Name:	

Subcontractor is a: CSB
 MBE
 FBE

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

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

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

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

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

RE-SUBCONTRACTING

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

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

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

Authorized Subcontractor Representative:			
Signature:		Date:	



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

Project Name:	
Bidder/Proposer Name:	

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

Section A:

Please check one of the following:

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

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

Section B:

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

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

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

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

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

Authorized Representative:			
Signature:		Date:	