

CITY OF CLEVELAND

Request for Proposals

For

The Provision of Pay Telephone and Service for
City of Cleveland-Owned Facilities and
Properties

Department of Finance

Division of ITS



CITY OF CLEVELAND

Mayor Frank G. Jackson

Issued by the Department of Finance

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I. CONTENTS OF THIS DOCUMENT

This RFP document is comprised of: I) Executive Summary, II) Constraints of Vendor, III) Vendor Responsibility, IV) City's Responsibility, V) City's Right to Inspect, VI) Pre-Proposal Meeting, VII) Minimum Service and Equipment Requirements, IIX) Professional Services Scope, IX) Special Requirements for the Four (4) Groups, X) RFP Guidelines and Instruction for Proposal, XI) Vendor Selection Criteria, XII) Terms & Conditions and several associated appendices and four (4) attachments.

This document contains requirements identified by the City at this time. However, Vendors are encouraged to identify any additional requirements or functions that may be addressed by their proposed solution.

The following materials augment this RFP:

Appendix A	Proposal Checklist
Appendix B	Vendor Client References Form
Appendix C	Non- Collusion Affidavit
Attachment 1	Schedule of Minority and Female Business Enterprise participation
Attachment 2	Northern Ireland Fair Employment Practices Disclosure
Attachment 3	Minimum List of Phones in "Other City Facilities"

Vendors must review, complete and sign the City's Contract Compliance Forms (Attachment #1 through #3) including:

- Schedule of Minority, Female and Disadvantaged Business Enterprise participation
- Northern Ireland Fair Employment Practices Disclosure

These forms must be completed, signed and submitted as part of the Vendor proposal. The Vendor may also be asked to re-submit these forms upon request by the City. Proposals with incomplete or inaccurate information or omitted forms may result in disqualification of the Vendor from the RFP process.

The City sets very high expectations for our business partners in the areas of Equal Opportunity and Minority-Owned Business, Female-Owned Business, and Cleveland Area Small Business participation. The Office of Equal Opportunity Forms (Notice to Bidders and Schedules), which describe these requirements, are all-downloadable at: <http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Office of Equal Opportunity>

All Schedules must be completed, signed, and returned with your proposal. To receive credit, all MBE/FBE/CSB/DBE firms must be certified with the City of Cleveland. A complete listing of all certified MBE/FBE/CSB/DBE firms is available at <http://www.city.cleveland.oh.us>

II. EXECUTIVE SUMMARY

This Executive Summary section defines the RFP's A) Introduction and Background, B) Objectives, C) Scope of Work, and D) Other General Information regarding the RFP.

A) Introduction and Background

The City of Cleveland, hereinafter referred to as "City" is seeking sealed competitive proposals for furnishing, installing, operating and maintaining pay telephones and related service in City facilities and on City-owned property hereinafter referred to as "City Facilities". The Department Information Technology and Services (ITS) will administer the contract. The entity chosen by the City to provide pay telephones in City Facilities must be approved by City Council.

City Facilities include City Hall, the City's Airport (Hopkins and Burke), the House of Corrections, and all other City Facilities and property inside or outside the corporate limits of the City. Most recently, the City has had a concession agreement with Global Tel Link (GTL), for the provision of pay telephones in City Facilities. That agreement will expire, and the City is seeking to enter into a new concession agreement for City Facilities. Attached to this Request for Proposal (RFP) is a list of minimum facilities and pay telephones that will be subject to the new agreement in City facilities in addition to the Airports, and House of Corrections. This list is provided as an example for illustration purposes only. The City reserves the right to modify the list, by requiring the addition, removal, or modification of pay telephones at the listed City facilities or at other facilities not on the attached list, either at the time of the execution of the concession agreement or afterwards, as set forth herein.

B) Objectives

The City's objective is to ensure that highly reliable, extensively available public telephone service is provided to its citizens, customers, visitors, and employees who wish to place a call from City Facilities. The purpose for this RFP is to secure these types of services for all public pay telephones located in City Facilities.

There are three (3) objectives that must be met:

1. To provide dependable, well-maintained public pay telephone service to citizens, customers, visitors, and employees at City Facilities.
2. To ensure those rates for calls charged to the billed party are reasonable for each type of call placed from public pay telephones.
3. To receive a reasonable commission from calls placed from public pay telephones.

In addition, this RFP specifies the need for each prospective Vendor to provide background information such as experience, qualifications, and the ability to fulfill the standard requirements of pay telephone services for the City. Prospective Vendors should submit written Proposals in accordance with the requirements set forth in this document. Otherwise, a proposal may be judged non-compliant and removed from further consideration.

Vendors are encouraged to propose solutions that may assist the City in meeting its stated needs.

C) Scope of Work

Furnish, install, operate, and maintain pay telephones in City facilities, specifically the Airport (Hopkins and Burke), House of Corrections, and other City Facilities.

Vendors must meet the minimum requirements outlined below to be considered for the RFP. Vendors not meeting these requirements may be disqualified and given no further consideration for this RFP.

D) Other General Information

Explanations, written and oral

If you, as prospective proposer, find any discrepancy in or omission from the specifications, or if you are in doubt as to the meaning of any item, you should submit questions in writing to: Jackson Biesecker, in the Division of Information Technology and Services, by email at JBiesecker@city.cleveland.oh.us. Vendors must clearly understand that the only official answer or position of the City will be the one stated in writing. For general questions call (216) 664-7078.

Questions and responses will be delivered to all interested parties. Oral questions will not be entertained except at the time of the pre-proposal conference. As an exception to the foregoing, oral or written questions about the Equal Opportunity portion of these specifications may be directed directly to that office for a reply.

Include the RFP number, page, and paragraph number for each question.

Minimum (General) criteria that will determine the "Responsibility" of each vendor

- Does the Vendor possess the ability, capacity, skill, and financial resources to provide the service?
- Can the Vendor take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes on a timely basis?
- Does the Vendor have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the Vendor performed satisfactorily in previous contracts with municipalities of similar size and scope?

Projected Timetable

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

Event	Date
RFP distributed to prospective vendors	June 4, 2105
Mandatory vendor pre-proposal meeting	June 18, 2015
Vendor proposal due to City by	June 25, 2015
Preferred vendor chosen and notified	July 2, 2015
Legislation to authorize contract	Ord. 79-15 Completed February 4, 2015

III. CONSTRAINTS OF VENDOR

The Vendor shall be responsible for all licenses, fees, and permits required for performance of the contract resulting from this RFP.

All work to be performed shall be provided at times convenient as determined by the City. Maintenance and installations may only be performed at times that do not interfere with daily operations of the City.

IV. VENDOR RESPONSIBILITY

The package of service the City seeks to obtain under contract resulting from this RFP includes, but is not limited to the following:

- Design of Phone Systems
- Routine Maintenance, including those services required to maintain equipment
- Emergency services and repairs
- Installation of Phone Systems
- Furnishing replacement parts and equipment necessary to provide additional functionality or upgrade of installed systems
- If necessary, training for end users of systems (specifically the House of Corrections)

V. CITY'S RESPONSIBILITY

The City shall provide the Vendor access to the buildings to install and maintain equipment.

VI. CITY'S RIGHT TO INSPECT

The City shall have the right to inspect any facility or project site where the services are performed.

VII. MANDATORY PRE-PROPOSAL MEETING

Prospective proposers are required to attend a pre-proposal conference to be conducted on June 18, 2015 at 11:00 a.m. in Room 307, 205 W. St. Clair, Cleveland, OH 44113. Please read the specifications and come prepared with your questions. At any time other than this conference, all communications about this request for proposals will be in writing only. Those unable to be present at the meeting may join through teleconference, by calling 1-888-204-5984, and entering access code 5911834.

VIII. MINIMUM SERVICE AND EQUIPMENT REQUIREMENTS

- A. The minimum amount of services expected to be provided by the Provider will be as follows (1 through 27):
- (1) The Provider must provide service to all public telephone stations located at the Airport (Hopkins and Burke), House of Corrections, Justice Center and other City Facilities and property inside or outside the corporate limits of the City.
 - (2) The Provider must agree to provide service to all future public telephone locations within the Airport (Hopkins and Burke) and other City Facilities and property inside or outside the corporate limits of the City upon request of the City.
 - (3) The Provider must provide both intraLATA and interLATA telephone service from the automated public telephone units, either through its own telephone system or through any other such system of a qualified telephone service Vendor. In the case of a Provider who shall provide such intraLATA or interLATA service through any other third party, the Provider shall provide all requested information in regard to the facilities, service, organization, or other capabilities of such other Vendor in order to verify its ability to provide the requested services herein.

- (4) Operator assistance must be available 24 hours a day, seven (7) days a week.
- (5) The Provider must provide, at no cost to the City or public, access to all major long-distance telephone service providers, all toll free providers and "9-1-1" emergency over the automated public telephone system.
- (6) The Provider must specify a proposed flat-rate fee that it will charge per local call. The flat rate paid for a local call shall result in an unlimited duration for that call, and no additional fees, charges or tolls may be charged to the user during the call.
- (7) The Provider must have the capability of terminating "O+" dial interLATA calls to any point within the adjacent United States. Additionally, the calling area must include at least a limited international servicing capability.
- (8) The Provider must be able to quote time and charges for all completed calls.
- (9) The Provider must describe the rates, and provide information as to how often user rates may be changed, and how they are calculated. Also explain whether users are charged for calls to "411" and "O", and how much.

NOTE: The Provider is requested to provide fee structure assuming \$.35, and \$.50 for local calls. The Provider may propose one additional charge and provide its fee structure. The Provider will only have the right to change fees that have been disclosed in its proposal. Any hidden or unmentioned charges will be precluded.

- (10) The Provider shall comply with all laws and regulations of the State of Ohio, including the PUCO, and all Ordinances and Regulations of the City, including requirements for necessary permits, such as street and sidewalk obstruction and opening permits for the work necessary to install, remove, repair or clean the Vendor's equipment.
- (II) The Provider must accept and validate all calling cards on "O+" dialed interLATA calls.

- (12) The Provider must provide signage on each public pay telephone identifying the Provider as the owner and operator of the automated public pay telephone, who is designated "O+" interLATA service carrier, which credit cards will be accepted for the placement of calls, and how the calls will be billed.
- (13) The Provider must provide to the City monthly usage and revenue reports throughout the term of the agreement.
- (14) The Provider must provide to the City monthly mean time between failures (MTBF) and maintenance reports.
- (15) The Provider must install pay telephones and any necessary infrastructure and describe the procedure for installation of the pay telephones, including a timetable for installation.
- (16) The Provider may exercise its right to place, maintain, operate, provide service, remove and collect coins and non-cash payments from public telephones at locations, in City Facilities approved by the City.
- (17) The Provider must collect coins and non-cash payments from public telephones.
- (18) The Provider must supply and maintain the telephone equipment.
- (19) The Provider must install or remove pay telephones at any point at the request of the City and at the Provider's expense, as set forth in the agreement.
- (20) The Provider must reconfigure the public telephone service of any particular public telephone (including, but not limited to, no incoming calls, no coin acceptance nor any pager access during certain hours) as specified by the City.
- (21) The Provider must maintain all pay telephones in a properly functioning, clean, neat and attractive condition, free of rust, graffiti and danger of electrical shock. The Provider must make repairs or clean the equipment within two (2) business days of receipt of notice from the City in writing, unless the City approves a longer period.

- (22) The Provider must maintain adequate lighting for pay telephones at all times.
- (23) The Provider must allow a "direct dial" of 911 without the need to first use a coin or a credit card nor the need to dial the operator.
- (24) The Provider must provide a functioning coin return mechanism on all phones.
- (25) The Provider must affix in a readily visible place a notice setting forth the name of the owner, the owner's telephone number for repair and the telephone number or serial number of the pay telephone.
- (26) The Provider must pay the cost of any construction or electrical wiring necessary to extend electrical service to pay telephones where not otherwise available.
- (27) The Provider must provide necessary material and labor required to install or remove pay telephones.

NOTE: Description of the proposing party's statistical MTBF experienced with its pay telephones is required.

B. The minimum amount of equipment that will be required of the proposing Vendor selected will be as follows (1 through 10):

- (1) Current models of all equipment, materials, parts, cable, software, and hardware furnished in new or "like new" condition.
- (2) Coin operated phones.
- (3) TDD phones at all locations where TDD phones were installed by the previous provider.
- (4) Volume control for the hearing impaired.
- (5) Anti-fraud detection and management ability.

- (6) Handsets with armored cords.
- (7) Die cast bodies.
- (8) Multi-lingual instruction.
- (9) Remote diagnostic/trouble reporting capabilities.
- (10) Hands Free Pay Phones

NOTE: Payphones are NOT to be used for advertising signs or publicity of any sort (with the exception of publicity that promotes civic pride or events, as approved by the City)

IX. PROFESSIONAL SERVICES SCOPE

Vendors should provide an explanation and detail their approach to equipment and services listed in Section VIII Minimum Service and Equipment Requirements.

X. SPECIAL REQUIREMENTS FOR THE FOUR (4) GROUPINGS

Vendors are encouraged to propose solutions that may assist the City in meeting its stated needs.

Airport (Hopkins & Burke)

- Install and maintain approximately 51 pay telephones.
- The majority will need to have the capability of making international calls with change only.
- Must be able to produce usage, maintenance and revenue reports specific to phones in the airport, separate from entities in the rest of the City.
- Vendor may be required to move, remove or install pay telephones as dictated by construction and development needs.
- Notwithstanding any provision to the contrary contained herein, no pay telephone shall be installed, relocated or removed at the airports without the consent of the Director of Port Control or his/her designee.

House of Corrections and City Jail Facilities

Physical Requirements:

- Install and maintain approximately 53 pay telephones.
- Inmate Phone must be cord-free design.
 - Currently eight Model SSC-501-F installed –one at each of five Police Districts and three at the Justice Center).
- Inmate Phone must not be a Speaker phone.
- Inmate Phone must use an industry-standard Public Payphone handset to reduce maintenance and insure availability of replacement parts.
- All sides of phone must be beveled to reduce injuries that may result from physical contact with phone.
- All sides of phone must be a vandal-proof design with a minimum of 14 gauge steel construction.
- Phone should contain a recessed keypad and flash button with no detachable parts.
- Inmate Phone system provider must install, at a convenient location, a switch box to allow individual phones to be turned off manually as needed.

System Requirements:

- Inmate Phone System must include ability to identify which Cell a call originated from.
- Inmate Phone System will provide an easy-to-use, secure, browser-based Inmate Phone Management System, accessible from any computer with Internet access, providing full access to Call Detail Records for system management and investigative purposes; Security/Fraud Control for blocking incoming calls, blocking specific numbers, and restricting call duration.
- Inmate Phone System must provide access to both live and Automated Operators along with Bi-lingual Voice prompts for English or Spanish for secure call management.
- Inmate Phone System will provide ability to access inmate Call Log Records online via the Internet.
- Inmate Phone System must provide ability to record and retrieve inmate telephone conversations from any internet-enabled computer.
- Ability to permit inmate calls to Mobile or VOIP telephone numbers.
- Ability to process Pulse and Rotary calls.
- Ability to identify Name and Address of Destination Number if available.
- Ability to process International calls to Mexico, Canada, Puerto Rico, and the UK.

- Ability to alert an investigator when a specific inmate call is made according to the following parameters: a) by Inmate or Cell #, or b.) by the Called Number.
- Capability for Multiple language options.
- Block access to certain numbers.
- Called party to be able to block calls to their number by pressing a number on their phone pad.
- Programmable call duration.
- Calling limits, anti-harassment features.
- Call termination count down.
- Anti-chain dialing ability.
- Recorded messages for acceptance, inmate name, facility name, type of call being made (collect, free, etc.) and rate quote on the call.
- Controlled talk/listen audio paths to prohibit the inmate and person called from talking/listening prior to the call being accepted.
- Collect calls only, except for the coin-operated phones in certain areas.
- User-friendly extensive call detail information and ability to print these reports.
- User-friendly phone call archiving and retrieval of archived information for the company and the correctional facility.
- *No* incoming calls can be accepted on these pay phones.
- The use of these phones needs to be limited to specific hours daily.
- A manual means of terminating calls should be in place.

Other City Facilities

- Install and maintain approximately 25-31 pay telephones in various City owned locations.
- At least 4 will need to be **TDD** phones.

XI. RFP GUIDELINES AND INSTRUCTION FOR PROPOSAL

The RFP Guidelines section defines the A) Compliance with RFP, B) Acknowledgement of Insurance Requirements, C) Delivery of Proposals, D) Evaluation of Proposals, E) Process for Entering into Agreement, F) Rejection of Proposals, G) Acceptance of Proposals, H) Ambiguity, Conflict or Other Errors in the RFP, I) Proposals and Presentation Cost, J) Proposal Format.

A) Compliance with RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing its proposal, Vendor acknowledges that it has read and understands the insurance requirements for the proposal (See Terms and Conditions). Vendor also understands that the evidence of required insurance must be submitted upon contract signing; otherwise, the City may rescind its acceptance of the Vendor's proposal.

C) Delivery of Proposals

All questions regarding the content of this document should be received **no later than June 22, 2015**, and should be directed to:

Jackson Biesecker, IT Asset Manager
Division of Information Technology and Services
Department of Finance
205 West Saint Clair, 4th floor
Cleveland, Ohio 44113
Email: JBiesecker@citycleveland.oh.us
Phone: 216-664-7078

All proposals are to be delivered before 4:00 p.m., Cleveland, Ohio local time on **June 25, 2015**, to:

City of Cleveland
Jackson Biesecker, IT Asset Manager
Division of Information Technology and Services
Department of Finance
205 West Saint Clair, 4th floor
Cleveland, Ohio 44113

The City reserves the right to not accept any proposals received after June 25, 2015 4:00 p.m., Cleveland, Ohio local time.

While each proposal will be considered objectively, the City assumes no obligation to accept or take action on any proposal. The City assumes no liability for Vendors' costs incurred in preparing or submitting a proposal in response to this request.

Proposing Vendors must submit one (1) original proposal, five (5) numbered copies of the proposal, and an electronic version of the proposal and any supporting documentation, all in MS Word format. In a separate envelope, proposing Vendors must submit one (1) original fee proposal, five (5) numbered copies of the fee proposal, and an electronic version of the fee proposal and any supporting documentation, all in MS Word format.

D) Evaluation of Proposals (Procedures)

The City's Selection Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposing Vendors should exercise particular care in reviewing the proposal format required for this RFP.

Information gathered during interviews, negotiations and reference checks, and any other information or factors deemed relevant by the City, shall be used in the final award. The final award of a contract is subject to approval by City Council.

The detailed evaluation that follows the initial examination may result in more than one finalist and takes into consideration the evaluation factors set forth below (there is no significance to the order listed):

- Content and completeness of submitted proposal
- Advantages and disadvantages to the City, which could result from the Proposal

- The commission schedule proposed by the Vendor
- Evidence of a clear understanding of the Scope of Services by the Vendor
- How well the proposed services and system satisfy the City's business requirements
- Vendor's pay telephone installation and maintenance experience
- Vendor's proposed project team qualifications and references
- Soundness and comprehensiveness of the Vendor's approach
- Additional evaluation criteria as determined by the City
- Vendor's Fee Schedule (including separate fee structures for \$.35 and \$.50 local calls and one additional fee_____)

NOTE: The Provider will only have the right to charge fees that have been disclosed in its proposal. Any hidden or unmentioned charges will be precluded.

At this point, if more than one finalist is selected, the Selection Committee may request oral presentations by proposing Vendors for which the City shall incur no cost. The Committee will then select the proposal that is the most advantageous to the City.

The City reserves the rights to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications and/or amendments as it may deem appropriate.

The City reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the City. Any such waiver shall not modify any remaining RFP requirements or excuse the proposing Vendor from full compliance with the RFP specifications and other contract requirements if the proposing Vendor is awarded the Contract.

The Selection Committee will review and evaluate all properly submitted Proposals that are received on or before the deadline. The City reserves the right to ask for additional information and clarification.

NOTE: Each vendor should propose on ALL three (3) entities found in section X.

E) Process for Entering into Agreement

The Vendor whose Proposal is found to be the most advantageous to the City will be selected and offered the opportunity to enter into an Agreement with the City.

The scope, terms, and conditions of that agreement shall be in conformance with the terms, conditions, and specifications described in this RFP and the proposal submitted by the Vendor.

The City desires that pay telephone services commence as soon as possible after a contract is executed. To that end, each firm should state whether or not it can begin pay telephone installation and maintenance activity within one (1) month after the professional services contract is executed. If the firm cannot meet the deadline, an estimated date of commencement of services should be stated along with an explanation of the reasons for the delay.

Note: The Law Department will ultimately prepare the contract with the successful vendor.

The Law Department will need a contact person to confer with concerning the final terms and conditions. Vendor responses should include this information. The Law Department can only sign off after all required terms and conditions are incorporated into a "City" contract. Please Note - The City uses City of Cleveland prepared contracts and not standard Vendor contracts.

F) Rejection of Proposals

The City reserves the right to accept or reject in whole or in part any or all proposals submitted. The City shall reject the proposal of any Vendor that is determined to be non responsive.

Proposals and modifications received after the deadline may not be considered.

G) Acceptance of Proposals

The City shall accept all proposals that are submitted properly. However, the City reserves the right to request clarifications or corrections to proposals.

H) Ambiguity, Conflict or Other Errors in the RFP

If a Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Selection Committee contact, Cynthia Thomas, of such error in writing and/or email and request modification or clarification of the document.

The Selection Committee will make modifications by issuing a written revision and will give written notice to all parties who have submitted a Letter of Intent to Propose by the stated deadline.

The Vendor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting the proposal.

I) Proposals and Presentation Costs

The City will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions or negotiations.

J) Proposal Format

The Vendor shall develop a written response to this RFP, structured to show a clear understanding of the Scope of Services. The following sections will provide the format that the RFP responses must follow in order to be considered in the evaluation process:

- Section I Management Letter
- Section II Vendor Background Vendor
- Section III Client References
- Section IV Vendor Proposed Professional Services Scope Vendor
- Section V Relationships and Agreements Compensation Proposal
- Section VI Compensation Proposal

Section I Management Letter

Include a letter outlining the contents of the response. In addition, include a statement regarding prior experience with furnishing, installing, operating, and maintaining pay telephones. All information contained within the response may be part of the final contract.

Section II Vendor Background

Clearly provide an understanding of background information about the Vendor. Identify the location of the firm and the number of employees located in Cleveland. Identify the number of years engaged in the pay phone business. Identify all members of the proposing team and the minimum qualifications for their jobs. A copy of the resumes and qualifications of each member of the proposing team should be included in this section.

The Vendor must identify a contact person including the name, address, telephone, and fax number. In addition, the legal nature of the Vendor (sole practitioner, association, prime with subcontractors, etc.) should be stated in this section. Identify any MBE/FBE/DBE/CSB participants and the proposed share of participation. Also identify any proposed sub-contractors and their proposed share of participation. The Vendor should also provide a copy of their most recent audited financial statements.

Section III Vendor Client References

Each proposing Vendor must provide references, which may be contacted concerning the Vendor's performance for pay telephone services; references must include the contact names, addresses, and phone numbers. The proposing Vendor should provide five (5) references. References should have received the same or similar services as those proposed to the City. Please provide municipal pay telephone installation and maintenance references wherever possible. If the proposing Vendor must set up the reference call, please note this requirement in the proposal. Vendors must provide reference information to answer the questions in Appendix B.

Section IV Vendor Proposed Professional Services Scope

The proposing Vendor must describe its pay telephone installation and maintenance methods to be utilized. Vendors should provide a detailed explanation of its approach to each requirement detailed in Section VIII of this document, including acknowledgement of the Vendor's need to provide services to all City pay telephones (Hopkins/Burke Airports, House of Corrections, and other City Facilities).

Section V Vendor Relationships and Agreements

Provide a list of Vendor relationships, affiliates and partnership agreements with other potential service Vendors.

Section VI Compensation Component

Costs for the Vendor's proposed solution should include the complete costs for the solution with per call compensation (PCC). The Cost Component should be submitted in a separately sealed envelope from the Technical Component.

Provide the amount or percentage, and a complete explanation of the methodology of how commissions will be calculated, how they will be paid, how often, to which services they apply, and any exceptions. The proposal must include an example of commission calculations and an explanation of how the City may verify the commissions owed and paid.

VII. VENDOR SELECTION CRITERIA

The City will evaluate all proposals deemed responsive and submitted in accordance with the rules and stipulations set forth in this request, based on the following predetermined selection criteria. Some key criteria follow (the following are listed in random order and are not necessarily in order of importance or weight).

Rate of Concession/Revenue

Rates of concession and other revenue paid to the City on all services and in all entities.

Rate Structure and Cost to the Public

Detailed rate structure for all services provided to the public, as well as detailed descriptions of any other costs that will be paid by the public.

Ability to Meet Minimal General Specifications (See Section VIII. A, B)

The Vendor's ability to perform the required service competently and expeditiously as indicated by the workload and the Vendor's Professional Scope of Services (See Section IX); availability of necessary personnel, equipment, and facilities; experience in payphone regulations; reporting capabilities (ease of access, accuracy and user-friendliness of reporting resources and methods); size, location and structure of vendor; financial stability; etc.

The Vendor(s) ability to provide the necessary services and equipment required by the specific entities of the City, as detailed in Section X.

NOTE: Provide financial statements and evidence of financial ability to meet all of the obligations of the agreement.

Past Performance Assessments

Feedback from entities that previously contracted the Vendor(s) services (no further than three (3) years prior to submittal of proposal to the City)

Past-performances will be reviewed based on the following categories: quality performance, cost performance, schedule performance, and business relations (including current and past compliance with City Ordinances and regulations).

Experience in Field

Relevant experience of the personnel who will be assigned to perform the work.

Female Business Enterprises and Minority Business Enterprises

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

Cleveland Small Business

XIII. TERMS AND CONDITIONS

This is a Request for Proposals. It is not an offer, contract, or an invitation for bids. The submission of a proposal in response to this process does not impose any legal obligations upon either the City or the Vendor submitting the proposal, nor does it create any contractual or quasi-contractual relationship between them.

The City reserves the right to reject or disregard any or all proposals, to negotiate with any or all persons submitting proposals, and/or to enter into an agreement or agreements with any person or persons for any or all of the services described herein.

The City is not obligated to respond to any proposal submitted or is it legally bound in any manner whatsoever by the submission of a proposal pursuant to this published process.

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

A) General Conditions

The Vendor, at its own expense, shall place pay telephones, and shall be responsible for installation, supplies and maintenance of the telephone equipment, as set forth in this RFP. All such equipment shall be the sole property of Vendor.

The Vendor shall place and maintain public telephones in such locations as approved by the City when requested by the Vendor, or as requested by the City, during the term of the agreement.

The City may designate that any particular telephone be placed so that it is accessible from, a wheel chair or provides access to hearing or sight-impaired persons. No pay telephone approved for installation or maintenance may be removed without the City's approval.

The Vendor shall reconfigure the public telephone service of any particular public telephone (including, but not limited to, no incoming calls, no coin acceptance, no pager access or no coin acceptance during certain hours) as specified by the City. The City acknowledges that any reconfiguration of equipment or service may be subject to regulation and/or approval by the Public Utilities Commission of Ohio (PUCO).

After initial installation, any change in the number of pay telephones, types of equipment or specific locations of any pay telephone shall be as requested by the Vendor and approved by the City, or as requested by the City.

The City may refuse to allow the Vendor to place its pay telephone equipment in, or require removal of its pay telephone equipment from; such location(s) as adversely affect the City's operations or the public interest, and as more particularly set forth in the RFP and the agreement.

The Vendor shall pay the cost of any construction or electrical wiring necessary to extend electrical service to pay telephones where not otherwise available.

The Vendor shall obtain approval from the City prior to drilling holes or otherwise performing work affecting City property or equipment.

The Vendor shall move its equipment permanently or, temporarily, as necessary, and as requested by the City, for work to be done by the City. Also, the City may block access to a telephone temporarily in order to perform work.

City Approval

- a. No pay telephone shall be placed or maintained without approval by the City, and no pay telephone requested or approved for installation shall be removed without approval of the City, as set forth herein.
- b. In determining whether to approve the installation and maintenance of a pay telephone at a particular location the City shall consider the following factors:
 - i) Possible obstruction of pedestrian and vehicular traffic;
 - ii) The existence of or lack of other pay telephones in the vicinity of the proposed location;
 - iii) The size of the telephone and any booth, stand or pole accompanying the telephone;
 - iv) The ability to provide access to the pay telephone by handicapped persons;
 - v) The proliferation of visual clutter if the pay telephone is installed in the proposed location; and
 - vi) Such other factors as are delineated in the agreement.

Location of Pay Telephone

- a. No pay telephone shall be located as follows:
 - i) Where use from a vehicle is possible; and/or
 - ii) At any location that has been determined by the Director of Public Safety to create a nuisance based on prior actual use.
- b. No pay telephone shall be placed, installed or maintained within five (5) feet of any driveway, an area used for vehicular ingress or egress, an aisle way in a parking area for vehicular travel, or an area used for parking. No pay telephone shall be located within five (5) feet of the entrance or exit to any structure, a crosswalk, a bus shelter, a fire exit or escape, a mailbox, parking meter, police or fire call box, traffic control box, fire hydrant or sidewalk elevator, or that blocks or restricts free passage of pedestrians or vehicles.

Procedure for Approval and Placement

- a. Prior to the installation or placement of a pay telephone, and within 30 days after the effective date of the concession agreement if the Vendor has any pay telephones already in City Facilities, the Vendor shall submit a request for approval of the placement or maintenance of each pay telephone to the Commissioner of Information Technology and Services (Commissioner), upon forms to be prescribed by the Commissioner, or in a format acceptable to him. The request shall include all of the information requested on the form.
- b. The Vendor shall promptly notify the Commissioner in writing of any change in the information required by division (a) of this Section. The Vendor must submit a written request for the removal of any telephone to the Commissioner prior to the removal. If the Vendor plans to install or change the location of a telephone, the Vendor must submit a new request for each new telephone installation or move. No additional request after the initial request is required to replace a broken or defective telephone.

Removal of Pay Telephone

- a. The Vendor shall remove all pay telephones at its expense upon the expiration or termination of the agreement, within the time periods set forth herein.
- b. The Vendor shall remove individual pay telephones at its expense within five (5) days of receipt of written notice from the City ordering such removal with or without cause, unless a shorter period for removal is ordered for cause as set forth herein.
- c. The Vendor may request in writing approval to remove any pay telephone. All pay telephone removals shall be at the Vendor's expense.
- d. The Vendor shall immediately remove at its expense any pay telephone equipment which presents a significant safety hazard, either in its determination or if so determined by the City.
- e. At the time of removal the Vendor shall restore the City Facilities to their original condition.
- f. Any pay telephone which is not removed within five (5) business days of a non-emergency order to remove the telephone for cause, or within such shorter period as is ordered for cause, shall be subject to immediate removal by the City at the Vendor's expense and shall constitute a default of the Vendor's agreement.

The City will provide notice in writing to the Vendor within five (5) business days after such removal. The Vendor must reimburse the City for the cost of removing and storing the telephone before the telephone may be reclaimed by the Vendor. Such costs shall also include the cost of removing any installation ancillary to the pay telephone and the cost of restoring the City Facilities to their original condition.

The City may dispose of any pay telephone in its possession after thirty (30) days from the date of taking possession and apply any proceeds from the disposal to the amounts owed to the City for the removal or otherwise, and give the remainder to the Vendor.

B) Term

The term of the Agreement shall be for a term not to exceed two (2) years with two (2) one year options to renew, commencing with the Effective Date of the agreement. Upon expiration or termination, Vendor shall remove all pay telephones within thirty (30) days after expiration or receipt of notice of termination, except as otherwise agreed to in writing by the City.

C) Compensation

The Vendor shall pay a commission to the City, according to the commission schedule included with the proposal and attached to the agreement, from all pay telephones each month.

The commissions shall be calculated on a monthly basis and paid to the City monthly.

The Vendor shall pay the agreed compensation to the City on each telephone as long as the telephone remains in a City Facility, even if it remains after the expiration or termination of the agreement or after an order to remove the phone has been issued. This provision and such payments do not in any manner grant permission to the Vendor to maintain telephones in City facilities.

The Vendor shall provide the City with data showing the usage and calculation of the commissions.

The Vendor shall maintain separate, true and accurate books of account and other financial records, in accordance with generally accepted accounting practices, recording all transactions within its operations under the agreement. The City shall have the right to inspect or audit, upon reasonable notice, all books of account and general records, which the City determines to be relevant to a determination of the commission owed. All of the aforementioned records shall be kept and made available for inspection or audit by the City upon request for a period of seven (7) years after expiration of the term of the agreement.

D) Default and Termination

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

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

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

1. Without waiving such default to pay any sum required to be paid by Vendor to others than the City and which Vendor has failed to pay under the terms and conditions of this Agreement, any amount so paid by the City, with interest thereon at five percent (5%) per annum from the date of such payment and all expenses connected therewith, shall be repaid by Vendor to the City on demand;
2. To enjoin any breach or threatened breach by Vendor of any covenants, agreements, terms, provisions or conditions hereof;

3. To sue for the performance of any obligation, promise or agreement devolving upon Vendor for performance or for damages for the nonperformance thereof, all without
4. To terminate this Agreement

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

E) Subcontracting

None of the services covered by this Agreement shall be subcontracted without the prior written approval of the City of Cleveland. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

F) Assignment

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

G) Compliance with Laws and Policies

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

The City of Cleveland reserves the rights to cancel the contract with any firm that violates any federal or state law. Acceptance of the City's contract shall constitute an agreement to abide by all federal and state laws governing such an agreement.

The Vendor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of small, minority (MBE) and female business enterprises (FBE).

H) Indemnification

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

I) Insurance

The Provider shall maintain comprehensive general liability insurance on each pay telephone throughout the term of the agreement, which shall name the City as an additional insured. Coverage shall be at minimum in the amount of one million dollars (\$1,000,000) per individual and/or occurrence for personal injury and one hundred thousand dollars (\$100,000) for property damage per individual and/or occurrence. A self-insured retention program with the same limits is acceptable. Every policy shall require in writing that no change, modification, or cancellation of the policy or coverage shall be made without thirty (30) days prior notice to the Director of Finance and the Director of Law.

A certificate of insurance naming the City as additional insured shall be attached to the agreement. The policy of insurance and proof of such insurance shall as to form, coverage and carrier be subject to approval of the Director of Law.

The Provider shall acknowledge and agree that the City will not carry any insurance on City property or Provider's fixtures, equipment, property or interest in its facilities.

J) Force Majeure Clause

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

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

K) Conflict of Interest

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

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

L) Disputes

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

A maximum of ten (10) working days is allowed at each of Step 1 and Step 2 (unless extended in writing by both parties) before the dispute resolution procedure is automatically elevated to the next higher step.

STEP 1: For the City, the Commissioner of Information Technology Services (ITS), Department of Finance. For the Vendor, the Vendor's authorized designee. If an agreement cannot be reached, the dispute should be elevated to Step 2.

STEP 2: For the City, the Director of Finance or his/her designee. For the Vendor, the Vendor's authorized designee.

These representatives shall communicate with each other to readily resolve items in dispute. Nothing herein limits the City's right to exercise its default provisions granted in this request.

M) Reports, Information and Audits

The Vendor, at such times and in such form as the City of Cleveland may require, shall furnish the City of Cleveland such reports as may be requested pertaining to the services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

The Vendor shall retain all financial and administrative records for a period of seven years after the expiration or termination of this Agreement, and shall permit the City of Cleveland or any of its representatives or auditors access to such records. In addition, the City reserves the right to audit all financial and administrative records retained by the vendor.

N) Proprietary Materials

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

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

O) Ownership of Property

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

P) Warranty

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

Q) Confidentiality

The City shall keep confidential any information which Vendor designates as confidential or proprietary to the extent permitted by law; however, Vendor acknowledges that the City is bound by Ohio law to make available to the public documents in its possession which are not exempt from such laws. The City shall make all such determinations.

R) Contract Documents

An Agreement between the City of Cleveland Department of Finance and the successful Vendor will include the RFP document and the Vendor's Proposal.

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

- 1) The Agreement scope, terms, and conditions
- 2) The RFP
- 3) The Proposal

S) Independent Contractor

The Vendor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City of Cleveland. Vendor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, Vendors and Sub-Vendors, if any.

Nothing herein shall be construed as creating a partnership or joint venture between the City of Cleveland and Vendor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City of Cleveland, nor shall any such person be entitled to any benefits available or granted to employees of City of Cleveland.

T) Notices

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

U) Waiver

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

V) Law to Govern

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

W) Amendment

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

RFP Addenda

The City may issue addenda to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. However, if an addendum is issued less than seventy-two hours prior to the proposal due date, the closing date will be modified accordingly.

X) Entirety

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

Y) Severability

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

Z) Miscellaneous

The headings of sections and paragraphs in the RFP and the agreement are used for reference only and in no way define, limit or describe the scope of intent of any provision.

Appendix A - Proposal Checklist

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

NOTE: City forms are available only in PDF format. Forms may be obtained through the City's Web site under "Vendor Forms and Publications" at:

http://www.city.cleveland.oh.us/business_center/forms/businessforms.asp.

PROPOSAL CHECKLIST			
(complete and included with the Proposal)			
Area	Form	Description	Included? (yin)
Section I	N/A	Management Letter	
Section II	N/A	Vendor Background	
Section III	Appendix B	Vendor Client References Form	
Section IV	N/A	Vendor Proposed Professional Services Scope	
Section V	N/A	Response to Requirements	
Section VI	N/A	Vendor Relationships and Agreements	
Section VII	N/A	Fee Proposal	
	N/A	Audited Company Financial Statements	
	Appendix A	Completed Proposal Checklist	
	Appendix C	Intent to Propose Form	
	Appendix D	Non-Collusion Affidavit	
	Attachment #1 - OEO Form	Schedule 1: Project Contact Information Form	
	Attachment #1 - OEO Form	Schedule 2: Schedule of Subcontractor Participation	
	Attachment #1 - OEO Form	Schedule 3: Statement of Intent to Perform as a Subcontractor	
	Attachment #1 - OEO Form	Schedule 4: CSB/MBE/FBE/DBE Unavailability/Impracticality Certification	
	Attachment #2	Northern Ireland Fair Employment Practices Disclosure	

Appendix B - Vendor Client References

You must respond with your answers to these questions for all five references using the spreadsheet entitled "Appendix B – Vendor Client References".

Do not edit or modify format, questions or delete questions in the spreadsheet. Doing so will be counted as a non-response.

Information Requested	Vender Response, Comments or Explanation
Proposing Vendor Name	
Reference Company Name	
Reference Address	
Reference Contact Name	
Contact Person's Position	
Contact Person Telephone Number	
Type of Company (Industry)	
Number of Employees	
Pay Telephone Concession Services Performed	
Sub-contractors used	
Comments	

Contract Performance

If a vendor has had a contract terminated due to the vendor's non-performance or poor performance during the past five years, all such incidents must be described, including the other party's name, address and telephone number. If no such terminations have been experienced by the vendor in the past five years, so indicate.

Appendix C - Non-Collusion Affidavit

THE AFFIDAVIT SET FORTH BELOW MUST BE EXECUTED ON BEHALF OF
THE VENDOR AND FURNISHED WITH EVERY PROPOSAL

NON-COLLUSION AFFIDAVIT

STATE OF: _____

CITY OF: _____

TAX ID NUMBER: _____

(Name) _____, being duly sworn, deposes and says he/she is the

(Title) _____ of (Company) _____, the proposal responder that

has submitted to the *City of Cleveland, Ohio* a proposal for Provision of Pay Telephone and Service for City-Owned Facilities and Properties, all as fully set forth in said proposal and that **except as specified below, the aforementioned proposal responder constitutes the only person, firm, or corporation** having any interest in said proposal or in any contract, benefit, or profit which may, might or could accrue as a result of said proposal, said exceptions being as follows:

{If no exceptions, please state}

Vendor further states that said proposal is, in all respects, fair and is submitted without collusion or fraud; and that no member of the *City of Cleveland, Ohio* is directly or indirectly interested in said proposal. _____

{Affiant}

SWORN TO and subscribed before me, a Notary Public, in and for the above named State and City

this _____ day of _____
(Day) (Month) (Year)

Notary Public

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES

DISCLOSURE INSTRUCTIONS

Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE

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

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

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

Name of Contractor or Subcontractor

By:

Title:

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



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

Revision Date: July 1, 2013

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:	