

CITY OF CLEVELAND
Department of Public Utilities,
Division of Water

Request for Proposal

For

General IT Consulting Services
AND
GIS Consulting Services

April 2009



DEADLINE

Proposal Due Date: **May 22, 2009 by 12:00 noon EST**

Submit Proposals To: **Mr. Dave Dennis
Division of Water
TASC Building
1230 Chardon Road, Cleveland, OH 44117**

Pre-Proposal: **A MANDATORY PRE-PROPOSAL MEETING WILL
BE HELD ON MAY 8, 9:00 AM AT 1201
LAKESIDE AUDITORIUM**

Submit: **Submit one (1) printed original and two (2)
copies, plus one (1) copy on CD-ROM using
Adobe PDF document file format OF EACH
PROPOSAL.**

**CONTRACT COMPLIANCE FORMS TO BE
SUBMITTED WITH ORIGINAL PROPOSAL IN A
SEPARATE, CLEARLY LABELED AND SEALED
ENVELOPE.**

**FEE SCHEDULE SHALL BE SUBMITTED IN A
SEPARATE, CLEARLY LABELED AND SEALED
ENVELOPE.**

**DO NOT SUBMIT FEE SCHEDULE WITH
PROPOSAL.**

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SECTION I: INTRODUCTION

It is the intention of the Cleveland Division of Water (CWD) to obtain the services of one or more professional consulting firms to provide General IT Consulting Services **AND** GIS Consulting Services. The consultant will supplement the regularly employed staff of multiple sections within CWD in order to provide a variety of information technology services on an as-needed basis. This Request for Proposal (RFP) will lead to TWO separate contracts:

- Contract 1 – General IT Consulting Services
- Contract 2 – GIS Consulting Services

CONSULTANTS responding to this RFP are allowed to submit proposals for one or both of the contracts, however, EACH CONTRACT REQUIRES A SEPARATE PROPOSAL following the proposal guidelines established in this RFP.

CWD is a self-sustaining business enterprise of the City of Cleveland, Ohio, Department of Public Utilities, with approximately 467,000 customer accounts composed of 419,000 residential, 25,000 commercial, and 6,000 fire line accounts. CWD maintains a 640-square mile service area, including 6,000 miles of distribution mains located in the City of Cleveland. CWD serves 65 communities on a direct service basis and 5 communities on master meter, or wholesale basis. The CWD water system includes the following major facilities: four raw water intake cribs, five raw water pump stations, four water treatment plants, four primary finished water pump stations located at the treatment plants, twelve secondary pumping stations, thirteen elevated tanks, eight radio communication towers, and a number of support facilities.

A staff of approximately 1,100 is located at process, support and administrative facilities throughout the Greater Cleveland area. CWD is currently organized into seven major sections: Plant Operations, Distribution System Maintenance, Customer Account Services, Human Resources, Engineering, Budget, and Information Technology.

The Information Technology section consists of approximately 60 staff who are responsible for all aspects of the CWD IT architecture. An overview of CWD's current IT environment is presented in Appendix A. CWD has recently developed an IT Master Plan covering the time period from 2009 – 2011. The selected CONSULTANT will contribute to executing projects identified as part of the IT Master Plan. A copy of the IT Master Plan Report has been included in Appendix B.

Due to the nature of the IT activities, it is expected that the selected consulting firms will need to acquire the services of sub-consultants specializing in various

disciplines in order to successfully complete the Contract Tasks. A list of possible services is included in Section V, Potential Services. The services are intended to assist CWD in achieving the goals and objectives described in the IT Master Plan Report included in Appendix B. Tasks may require services such as feasibility study and needs assessment, planning, business process studies, business case development, economic analysis, system functional and technical design, application development and testing, training, documentation, network and telecommunication system design, system administration, database administration, and data collection and cleansing.

Activities for all Tasks shall be coordinated by the CONSULTANT with CWD's Contract Managers. Tasks will be released by the City as required. The procedure for release of tasks to the Consultant is described in SECTION IV, Task Release.

The CONSULTANT'S specific responsibilities are described in SECTION II, "Consultant Responsibilities" and in SECTION V, "Potential Services". SECTION VII, Statement of Qualifications; and SECTION IX, Fee Submittal define the required information to be submitted with each Proposal.

SECTION II: GENERAL PROVISIONS

1. Introduction

Both the General IT Consulting contract and the GIS Consulting contract will consist of a series of approved tasks. Tasks may be either for a consultant to execute a defined scope of work or may be a request for resources to augment the existing IT staff of CWD.

The Consultant shall provide adequate staff to fulfill the service requirements and to produce the required deliverables. Personnel with demonstrated knowledge and experience in the defined scope of Services must be assigned to each task throughout the Contract.

The CONSULTANT shall assign a Contract Manager to CWD. The Consultant Contract Manager shall be experienced in delivering IT projects. The Contract Manager shall be responsible for developing and negotiating task proposals, assigning CONSULTANT resources to the project, and preparing monthly invoices. The Contract Manager shall be considered to provide general management oversight related to the execution of the project, which is not directly billable to CWD. Management oversight should be included in the CONSULTANT's overhead.

2. Cleveland Area Small Business (CSB)

The City of Cleveland has established goals for Cleveland-area Small Businesses (CSBs) participation for this Contract of 10%. The CSB participation levels proposed by the CONSULTANT that exceed the goals will be favorably considered in the proposal evaluation process. Correct completion of OEO forms, Schedules 1 through 4 (APPENDIX F, Required Forms) cannot be overemphasized.

A list of certified CSB Sub-consultants is available from the Office of Equal Opportunity, City Hall, Room No. 335, City of Cleveland, 601 Lakeside Avenue, Cleveland, OH 44114, (216-664-4152) or by going to the City website at:

http://www.city.cleveland.oh.us/portal/page/portal/CityofCleveland/Home/Government/CityAgencies/OfficeofEqualOpportunity/CSB_MBE_FBE_Registry

The CONSULTANT is responsible for obtaining the most current list and for contacting potential CSB sub-consultants. The City assumes no responsibility for matching Prime Consultants with qualified CSB sub-consultants.

3. Project Management

- a. General management oversight related to the execution of the contracts, but which cannot be directly associated with a specific task, shall be included in CONSULTANT's overhead. This shall include development of task proposals and monthly invoices.
- b. Execution of a particular task may require that consultant assume task management responsibilities. Task management requirements for CONSULTANT will be clearly defined in each task proposal. For tasks where CONSULTANT has task management responsibilities, the management and oversight related to that particular task shall be charged to that task budget in the form of hours expended by assigned personnel.
- c. In cases where CONSULTANT does not have task management responsibilities the CONSULTANT staff will work under the direction of CWD personnel. No management will be charged against the task budget in these cases.

4. Compensation and Invoicing

Compensation shall be based on hourly billing rates for the category of the individuals assigned to each Task and approved reimbursable expenses as agreed upon during negotiation of the Agreement.

Billing rates shall remain unchanged throughout the life of this contract.

The CONSULTANT shall be compensated for reimbursable expenses incurred in the interest of the work in accordance with the City Reimbursable Policy, included as APPENDIX I.

The CONSULTANT shall be paid for services on a simple Time-based method. The CONSULTANT shall invoice each month based on the actual hours, and approved hourly billing rates expended for the services. The invoice shall include only the staff titles listed in the Fee Proposal.

The CONSULTANT shall submit its invoice for progress payment to CWD no later than the close of business on the THIRTIETH (30th) CALENDAR DAY OF

THE MONTH following the month for which payment is requested. If the 30th calendar day falls on a Saturday, Sunday, or Holiday, the submittal shall be on the previous working day.

The CONSULTANT shall not submit invoices more frequently than once per month.

The CONSULTANT shall submit two (2) copies of the invoice to CWD with original signatures.

Invoices shall be numbered sequentially beginning with the first invoice.

Invoices shall include a cover page, summary table, detailed invoice per task, summary table of labor costs, timesheets, summary table of reimbursable, original receipts, and other information as deemed appropriate.

Supporting information (receipts, timesheets, etc.) shall be attached in the appropriate section of the invoice in alphabetical then chronological order. For example, timesheets shall be attached alphabetically by individual name and chronologically by individual.

Each approve task shall be specifically identified and tracked.

Invoices not submitted in the approve format may be rejected and returned to the CONSULTANT. The includes incomplete information and missing documentation.

5. Project Staff

Staffing each authorized task of the project is the responsibility of the CONSULTANT and shall start immediately after receiving the task Notice to Proceed (NTP) from CWD. CWD reserves the right to receive a resume for all proposed task resources and to interview the resources prior to accepting them to perform task work.

6. Local Resources

The CONSULTANT is encouraged to provide resources who are local to the greater Cleveland area. A local presence of the CONSULTANT in the greater Cleveland area will be considered in Proposal evaluations.

The CONSULTANT's local office is NOT a dedicated Project Office as described in APPENDIX I, REIMBURSABLES EXPENSE POLICY. The costs associated

with establishing and maintaining this local office is NOT an eligible reimbursable expense.

CONSULTANT personnel will generally be expected to perform their work at CWD offices.

7. Miscellaneous Information

Proposers agree, by responding to this Request for Proposal, that the City is not liable for any costs incurred by the prospective CONSULTANT in the preparation of his/her Proposal.

Proposers agree that the City is not liable for any costs incurred by the responding firm before receiving Notice to Proceed, and that the CONSULTANT shall at no time bill for any such costs.

The City intends to issue a Notice to Proceed immediately after both of the following conditions have been met:

- A contract has been fully executed by both parties and distributed.
- All of the CONSULTANT's subcontracts with CSB team members have been approved by the City's OEO office.

Immediately after the City's recommended CONSULTANT has been approved by the City's Board of Control, the recommended CONSULTANT should diligently pursue subcontracts with CSB team members. Experience has shown cases in which Notice to Proceed has been significantly delayed by Consultant's failure to have its CSB subcontracts approved in a timely way.

CONSULTANT personnel are expected to have personal computers with general software required to perform the tasks that they are assigned, such as MS Office, Visio, Project, and Outlook.

CWD will provide internet and network access at CWD offices as required to perform the tasks that they are assigned. All CONSULTANT personnel that are granted access to CWD IT resources will be expected to comply with the CWD IT Use Policy.

CWD will provide CONSULTANT staff access to CWD's specialized systems and software, as required to perform project work. Access to CWD's specialized systems and software will generally be done via CWD-owned computing assets; CWD owned software will not be loaded onto CONSULTANT's PCs unless specifically authorized by CWD.

SECTION III: TASK RELEASE

1. Task Request for Proposal

When a Task is first initiated, the City's Contract Manager for this contract shall issue a Task Request for Proposal (TRFP) to the CONSULTANT. The CONSULTANT shall accept TRFPs only from the City's Contract Manager. The TRFP will include the following information:

- Background of the need for the task.
- Goal and objective of the task.
- Task priority relative to other contract tasks.
- Listing of any scheduling and coordination restrictions that will affect the task.
- Listing of known governmental regulations that may need to be addressed in the task.
- Determining if legislation exists, will be needed, or will not be needed to proceed with the task.
- Known problems that may restrict design or implementation which must be addressed.
- Task project management responsibilities.
- Any other related information not listed.
- Assigned task number.
- Established task deliverables.
- Intermediate milestones.

2. Task Proposal

The Consultant will take the information presented in the TRFP and prepare an estimate of:

- Disciplines needed.
- Staff to be provided.
- Hours needed by each.
- Schedule.
- Reimbursables.

- Total not-to-exceed Task cost.
- The Consultant shall submit this information in proposal form to the CWD Contract Manager.

3. Task Negotiation

The City will review the Task Proposal as received from the Consultant and determine if the proposal is acceptable. If the City thinks some adjustment in the proposal is needed, it will negotiate with the Consultant until both can agree on the details in the Task Proposal.

If changes are needed to the Task Proposal, CWD will return the Task Proposal with the proposed corrections to the Consultant for re-submittal. This process must be repeated until no new corrections are needed.

4. Task Authorization

When the Task Proposal is finalized, a formal Task Authorization Letter will be given to the CONSULTANT by the City.

Each authorized Task shall indicate a total Not-To-Exceed funding cap. The CONSULTANT shall cease work on a Task once he/she has expended all of the authorized funds on a Task. Work on a Task will resume only after the City authorizes additional funds. The CONSULTANT shall give the City at least one week advance notice of when it thinks a Task's funding will be exhausted.

5. Task Completion and Close-out

All work by the CONSULTANT shall conform to CWD Standards.

After the CONSULTANT has completed the activities as authorized in each task, he/she shall submit, in electronic copy (in the latest versions of Adobe PDF, MS Word®, Visio, or MS Excel®) and, where applicable, in hardcopy form, the following items to the City:

- Collected information.
- Design notes and requirements.
- Software documentation.

- Software source code.
- Log-on, password, and system access information.
- Design drawings and figures.
- Specifications.
- All Task Correspondence.
- All other defined deliverables.

SECTION IV: POTENTIAL SERVICES

1. Introduction

This list of Potential Services is intended to provide a general overview of the work anticipated to be performed under this contract.

The scope may include all IT disciplines and the work products developed by these disciplines, whether identified or not.

Individual Tasks will be released by CWD to the CONSULTANT as described in SECTION III, Task Release. Tasks may include services such as:

2. General IT Consulting Services

The following list of potential services are applicable to the General IT Consulting services contract.

2.1 General IT Services

- IT planning.
- Feasibility studies and needs assessments.
- Business process studies and business process improvement projects.
- Business case development and evaluation.
- Economic analysis.
- System functional and technical designs.
- Application development.
- Application testing.
- Training.
- Documentation development.
- Network and telecommunications system design.
- System Administration.
- Database administration.
- Data collection and cleansing.

2.2 Microsoft System Support

- Review current implementation of Exchange server.
- Recommend improvement to implementation of Exchange server.
- Perform hands-on administration and maintenance and Exchange server.
- Review current implementation of Active Directory and MS Server 2003.
- Recommend improvement to implementation of Active Directory and MS server.
- Perform hands-on administration and maintenance and Active Directory and MS Server.

2.3 Database Support (Oracle and/or SQL Server)

- Perform database administration and maintenance functions in support of production, and development environments
- Perform preventive database management, maintenance, and performance monitoring, tuning, and optimization
- Automation of routine database administration tasks
- Providing assistance to application development staff
- Develop physical data models.
- Develop environment specifications, benchmarking performance scenarios, and monitoring environments
- Conduct environmental assessments and developing recommendations and corrective action plans based on the findings
- Participate in the research of new products, tools, methodologies, and standards related to all aspects of the database environment and its security, and make recommendations
- Oracle Applications Cloning, RMAN database duplications
- Develop administration and maintenance documentation, procedures, and checklists.

2.4. Application Development

- Create, install, and document programming environments and methodologies.
- Participate in full technology project life cycle (analysis, design and or package review, development, testing, quality assurance, deployment, and production support).
- Analyze job requirements, preparing specifications, and preparing time and cost estimates for systems development work.
- Perform programming and implementing modifications to existing systems required by changes in the business environment.
- Participate in the design and documentation of complex technology solutions
- Document and/or support application deployment activities

2.5. Business Continuity and Disaster Recovery Planning

- Provides professional, specialized skills, including business continuity planning, project management and problem analysis and resolution.
- Perform Business Impact Analysis (BIA) and document results.
- Assist business partners in resolving business issues related to work area (business function) recovery planning and recovery plan development / enhancements.
- Capitalize on business opportunities to refine production processes to mitigate exposure during disruptions of service, and, possibly, improve day-to-day operations.

- Define critical, time-sensitive functions and assess potential business impacts related to those functions.
- Design, development, and documentation technical and procedural business continuity plans related to IT operations.
- Recommend recovery strategies and options, and assist with the implementation of recovery solutions.
- Develop and deliver training and awareness presentations to IT and non-IT personnel.
- Develop schedules for annual business continuity documentation maintenance and update, exercises, and independent review and validation.
- Develop Disaster Recovery testing plans and schedules, assist with the execution of Disaster Recovery tests, document results or tests.
- Perform IT security assessments, document and analyze security controls, identify risks and vulnerabilities, and recommends corrective actions.

2.6 Network Design and Implementation

- Analyze and resolve technical problems for established data and voice networks.
- Plan, test, recommend, and implement network, file server, SAN, VPN, VoIP, and workstation hardware and software.
- Upgrade current VoIP and Call Center systems to current version.
- Provide network documentation, training, and guidance to computing system clients and programmers.
- Serve as technical specialist in network problems and emergencies.
- Troubleshoot and resolve network production problems.
- Conduct technical research on network upgrades and components to determine feasibility, cost, time required, and compatibility with current system.
- Recommend network solutions for short-, medium-, and long-range network projects.
- Install, configure and maintain network components.
- Determine plan layout for new hardware or modifications to existing layout.

2.7 Business Intelligence Design and Implementation

- Review of CWD reporting and business intelligence environment.
- Develop recommendations for enterprise business intelligence strategies.
- Install Business Objects/Crystal Report and establish a multi-database reporting structure and associated report portals.
- Design and create data warehouses and data marts.
- Install ETL tools; design ETL routines.
- Develop reports using existing CWD tools, such as Crystal Reports, COGNOS, and CorVu.

2.8 Web Site Planning and Development

- Review existing CWD intranet and extranet sites.
- Develop recommendations and designs for future intranet and extranet site development.
- Perform web-site development using CWD tools, such as SharePoint Developer.
- Upgrade the current intranet site from SharePoint 2.0 to MOSS 2007 or newer.
- Upgrade current OnBase Document Management System to current version and design integrations with MOSS 2007.
- Design and implement core intranet site components such as knowledge bases, reporting portals, collaboration sites, workflow, executive dashboards, and corporate communication processes.
- Implement, configure, tune, and maintain enterprise search engines.

2.9 IT Training

- Provide custom develop training. Custom developed training will be billed to CWD based on the actual hours expended by consulting staff in the preparation and delivery of the training multiplied by the applicable billing rate.
- Provide catalog-based IT training. Catalog training will be obtained from an established and reputable IT training firm and will be delivered within the greater Cleveland metropolitan area. Catalog training will be billed to CWD as a reimbursable expense following the guidelines described in Appendix I Reimbursable Expense Policy. Catalog training cannot be marked-up by the Prime contractor and is exempt from taxes.

3. GIS Consulting Services

The following list of potential services are applicable to the GIS Consulting services contract.

- Developing & Consuming GIS web services in a service-oriented architecture;
- ArcObjects programming using VB, C++, or C#;
- Building ArcGIS applications that interface with internal and external web services, enterprise databases, and ArcSDE;
- Developing ArcServer web-based applications and geoprocessing service/tools (.Net, Flex, Java, Silverlight ADF/API);
- Programming and integrating Accela Automation software in Java, Javascript, J2E;
- Programming and development in .Net and Java frameworks using Java, J2EE, C#, C++ and VB;

- Automating ArcGIS processing tasks utilizing Python;
- Oracle and MS-SQL/Server programming;
- Developing custom Crystal Reports for existing and to-be integrated enterprise systems;
- ArcGIS JTX and ArcGIS Mobile implementation services;
- Developing Spatial ETL Tools to manipulate and transform GIS data.
- General web and SharePoint site development.

SECTION V: PROPOSAL SUBMITTAL

1. Introduction

Proposals must be submitted separately for General IT Consulting Services AND GIS Consulting Services. CONSULTANTS responding to this RFP are allowed to submit proposals for one or both of the contracts, however, EACH CONTRACT REQUIRES A SEPARATE PROPOSAL following the proposal guidelines established in this RFP. The following guidelines apply to EACH proposal separately.

The Proposal Submittal SHALL BE NO LONGER THAN **50 SINGLE-SIDED PRINTED PAGES.**

Page size shall be 8.5 x 11 inches (11x17 inch pages may be utilized for graphical representations but each will be counted as two pages). Font size shall be no less than 12 pt. Tabs, dividers, and appendices are excluded from the page count.

The proposal response shall consist of the following sections:

Section 1: Executive Summary

Provide an Executive Summary of your proposal.

Section 2: Qualifications

Identify the Prime and each Sub-consultant firm's qualifications for providing Professional services.

Place specific emphasis on relevant IT projects for government and/or utilities.

Section 3: Staffing

Submit the sample resumes of key staff personnel with the proposal (staff who are anticipated to work on this project). For the General IT Consulting Services proposal, the Program Manager is a critical position that is going to be filled. Respondent must submit the resume for the proposed Program Manager.

Section 4: List of Representative Projects

Provide a list of at least three (3) projects that the Prime or Sub-consultant(s) has successfully completed.

Include a detailed description of project responsibilities, services, and constructed dollar value for each project listed.

Provide at least one client reference (verified name and telephone number) of someone intimately familiar with each project and your firm's performance.

Each project description shall be presented in the format consistent with Table 5-1.

Section 5: Project Management

Describe the performance record of your firm with regard to delivering quality products within scope, schedule, and budget.

Describe project controls performance regarding cost monitoring and timely delivering of invoices and client-required reports.

Describe the record retention/document control methods to be used during this Contract.

Section 6: Resources

Provide a listing of the resources, financial, staffing and otherwise, that the Prime and each Sub-consultant currently have available for the undertaking of this Contract.

Provide a description of recruiting processes used to support project staffing and discuss their effectiveness in locating resources for client engagements.

Provide a financial statement, a listing of major equipment, external and internal computer capabilities and the capacity to provide manpower for CWD work based on current and future commitments and contracts.

List of Representative Projects

(One Sheet per Project)

Project Name and Description
Owner's Name:
Location of Project:
Knowledgeable Contact's Name
Verified Telephone Number for Contact
Project Manager's Name*
Key Team Member's Names and Duties*
Prime Consultant
Sub-consultant(s) and Percent of Total Project
Implementation Cost and Variance from Implementation Contract Cost(briefly explain variance)
Implementation Schedule and Variance from Implementation Contract Schedule (briefly explain variance)
* - As proposed for that Project. Sheet of

SECTION VI: PROPOSAL EVALUATION CRITERIA

NOWHERE IN THE QUALIFICATIONS SHALL PROPOSERS GIVE ANY INDICATION WHATSOEVER REGARDING THEIR FEES, HOURS, LEVEL OF EFFORT OR THE LIKE FOR THIS PROJECT. ALL SUCH INFORMATION SHALL EXIST EXCLUSIVELY IN THE FEE SUBMITTAL.

Proposals shall be evaluated based on the following criteria:

- Team experience/qualifications and past performance on similar projects, and on projects performed for CWD.
- Proposed team organizational structure, responsibilities, management and technical approach, and utilization and qualifications of Sub-consultants.
- CSB participation.
- Quality of written and oral presentations. An oral presentation by the proposed key Staff Personnel, including all sub-consultants, may be requested by CWD.
- Acceptance of contract conditions and requirements.
- Availability of resources.
- Local presence in the Cleveland area.
- Fees **will not** be considered in the technical evaluation

Proposals shall be evaluated first on qualifications and technical merit. Once rankings are established, the fee submittals shall be considered.

A firm's involvement in any current litigation with the City **will be** taken into account during proposal evaluation.

SECTION VII: FEE SUBMITTAL

Fee submittals must be submitted separately for General IT Consulting Services AND GIS Consulting Services. CONSULTANTS responding to this RFP are allowed to submit proposals and the associated fee submittal for one or both of the contracts, however, EACH CONTRACT REQUIRES A SEPARATE PROPOSAL AND FEE SUBMITTAL following the proposal guidelines established in this RFP. The following guidelines apply to EACH FEE SUBMITTAL separately.

The Fee submittal section **SHALL BE SUBMITTED IN A SEALED ENVELOPE SEPARATE FROM THE STATEMENT OF QUALIFICATIONS/TECHINICAL SUBMITTAL.** There is no limit to the number of pages submitted as part of the Fee submittal.

THE FEE SUBMITTAL SHALL INCLUDE FORMS AND FEE/HOURS TABLES ATTACHED FOR THE PROJECT.

1. Fee

Submit hourly rates by discipline as listed in the Fee Proposal Templates of Appendix D. Overtime shall be treated as straight time, unless required otherwise by state law.

Compensation for labor shall be based NOT on the actual salary rates, but on category billing rates quoted by the CONSULTANT in the Fee Proposal Templates D.

Reimbursable items will be negotiated on a per Task basis. A fixed reimbursable amount is included in the Fee Table to allow for other direct costs, which are reimbursed without a markup on submission of receipts with the consultant's monthly invoice, subject to the City of Cleveland Reimbursable Expense Policy.

2. Office of Equal Opportunity (OEO) Schedules

Submit Office of Equal Opportunity (OEO) Forms. A Contract Employment Report shall be completed by the Prime Professional and by each Sub-consultant or joint venture partner.

The Schedules of CSB participation shall be fully completed and should be designed to meet or exceed the goals for CSB utilization of 10%.

Each and every CSB firm should also complete and sign the Statement of Intent to perform as a Sub-consultant (Schedule 3).

3. Required Forms

The Prime Consultant and EACH Sub-consultant shall submit all forms provided in Appendix F. Each CSB subconsultant must sign Schedule 3.

4. Disclaimer

The City of Cleveland is not responsible for any costs associated with the preparation and submission of proposals, including any costs by the Consultant or Sub-consultant incurred as part of the interview and contract negotiation phases.

5. Non-Responsive Submittal

Attempts to circumvent the page limit that applies to the Qualification Submittal by submitting Qualification information in the Fee Proposal shall cause the Proposal to be considered non-responsive and may cause it to be excluded from the review process.

6. Fee Table Instructions

A separate Fee Table is included for General IT Services and the GIS Services. CONSULTANT should include the appropriate fee table based on which contract they are proposing on. The instructions for completing the Fee Table are the same for both.

The columns for initial Hourly Rate on Fee Table are average values. The City will pay the CONSULTANT for hours expended by using these average billing rates, regardless of what each person is actually paid by the firm or what each firm's multiplier actually is.

CONSULTANT shall fill in Column B and C with billing rates it is willing to accept as payment for services performed by any CONSULTANT team member.

CONSULTANT shall complete only one such form for its entire team, and not submit separate forms for different subconsultant firms.

An allowance for reimbursables for this contract has been fixed by the City as listed in the Fee Table. Proposers are not to submit a different proposal for reimbursables, language anywhere else in this RFP notwithstanding.

NOTE: The hours indicated in the Fee Proposal Templates are for bidding purposes only and do not necessarily reflect the actual hours that will be used during the execution of the project tasks.

7. Mathematical Errors

If the Consultant makes any mathematical errors, the City will correct those errors as follows:

The Unit price for labor stated on the fee table by the Consultant shall be accepted as being correct. The actual sum and extension based upon the number of hours shall then govern. The unofficial total shall be revised accordingly. The City also reserves the right to correct any mathematical errors in the summation of the extensions.

Where subtotals or totals are transferred from one fee table to another, the City reserves the right to correct any errors made in transferring (recopying) the figures, as the intent of the fee tables is that those figures be the same.

If the correction of any errors has an affect on the selection of a consultant, only the directly affected consultant(s) will be notified in writing of the corrections and their affects.

APPENDIX A: CWD CURRENT IT ENVIRONMENT

Network Infrastructure

CWD has a multilevel network environments. This network includes multiple virtual network [VLAN – Virtual Area Network], physically separated networks [physical plant operations], and Windows Domains. The network is built upon Cisco switching and routing equipment and the Microsoft Network operating systems utilizing Windows Active Directory. There are some OpenVMS units at the plant locations for collection of data about plant operations. Within the Microsoft Network operating systems there are multiple domains and workgroups.

The physical network design for the MAN (Municipal Area Network) is built on different levels of network connectivity. They include GigaMan fiber with gigabit connectivity and Opt-E-man fiber with different levels of high-speed connectivity with T1 for backup. In addition, some applications use a wireless licensed access with a dialup backup. The physical building connections and functions are broken down into three areas DATA MANAGEMENT CENTERS, DATA CONTROL CENTERS, and DATA COLLECTION CENTERS. All of these locations can allow user access to the network.

DATA MANAGEMENT CENTERS have primary servers on location, as well as different forms of backups and control units. These locations house the primary data for most of CWD's operations. There are two tiers of servers at these locations. Tier 1 Data Management Centers are the primary data centers; these locations support multiple application housing. These are the only areas that have connections to network outside of CWD's network. These include two 25-megabit pipes to the Internet as well as data connection points to the other City of Cleveland networks. The SAN arrays are also stored at these locations. Tier 2 Data Management Centers house limited or single used data management.

DATA CONTROL CENTERS can run independently and isolated from the remainder of the network. Due to this arrangement Data Control Centers have a network infrastructure that is separate from the primary CWD network, with the exception of sharing network hardware when sending data across the MAN.

DATA COLLECTION/ENTRY CENTERS are locations where data collections or business data entries are performed but no primary data storage should be done. Data Collection/Entry Centers allow access to the CWD network.

Server and Datacenter Environment

The server environment within CWD is very large and consist of both physical and virtual servers. The virtual servers are run on top of VMWare software and utilize EMC SAN. The servers are on a wide range of hardware including stand alone units, rack units and blade server. There are approximately 217 servers contained in the network documentation. There is currently a process to consolidate and reduce the number of physical servers.

The primary CWD SAN environment consists of 2 DMX-1000 EMC SANs that are doing data duplication across a SRDF GigE (Symmetrix Remote Data Facility Gigabit Ethernet) pipe. These two units consist of a Symmetrix (disk array) and Connectrix (Switches and controller). All communications between the Symmetrix and the Connectrix is done over Fiber Channel. Communication with the physical servers is also done over Fiber Channel. All servers are configured with redundant Fiber Channel connections. These connections are directly connected to two unique fabrics (physical fiber environments). In addition to the primary SAN there is also the Clariion disk array. The Clariion is used for storage of more static data as the drive costs are much lower than the SAN drive costs.

The GIS SAN Environment is separate from the SAN environment CWD. The SAN environment there are three SAN array , Current Permitting with a Hitachi Freedom Thunder 9520, Future Permitting with a Dell AX150SC, and GIS Hitachi Freedom Thunder 9520.

Application Environment

Oracle Customer Care and Billing (CC&B)

The CC&B is the customer information and billing system that is currently in the process of being implemented and is expected to be deployed in the second half of 2009. The system is going to be a fully hosted solution supported by IBM. The system is built on the Oracle DBMS and is Unix (AIX). The system will support al billing, customer service, and meter management functions within CWD. Business Objects/Crystal Reports will be the primary report generation system. BI (Business Intelligence, Oracle SPL product) will provide business intelligence services. As part of the implementation, CWD will roll-out a customer web self-service function utilizing a third party provider (Kubra).

Geographic Information System (GIS)

CWD provides GIS support service to the entire City of Cleveland via the Cleveland Enterprise GIS program. This system is the home of all physical address (location) and spatial infrastructure information for the entire City. The

GIS system is its own entire network separate and isolated from other network within the city (Including water).The majority of the GIS environment is virtualized utilizing VMware's ESX Server and VirtualCenter.

The GIS is based on ESRI's 9.x platform. All vector data is stored in ArcSDE 9.2 utilizing Oracle 10g as the RDBMS. The GIS is implemented in a three tiered replicated SDE environment consisting of multiple local edit environments, a staging environment and an enterprise SDE database to populate all system applications. All raster datasets are stored in their native flat file formats. Raster data is pushed to all system applications via ESRI's ImageServer software.

There is a web client that was created for getting access to GIS information. The web application is available to everyone within the city networks. The water infrastructure information is one exception – users must authenticate to get access to this information as it is security sensitive. In addition to the web client, select "power users" utilize ESRI desktop clients.

Telephone and Call Center System

CWD utilizes a Cisco-based VoIP system to support telephone and call center communication needs. There are six call centers located throughout CWD that are supported by this system. The system is currently comprised of the following major system components:

Software Title	Version
Call Manager	4.1 (SR3)
ICM	6.02 (SP3)
IPIVR /Queue Mgr	3.5 (3)
CTIOS	6.02 (2)
Cisco Agent Desktop CAD	6.02(2) Premium

The call center system also utilized the Verint Call Recording system to support call monitoring and quality assurance activities. Verint is used to track the call centers' calls and screen actions.

Ellipse Enterprise Asset Management System

The Ellipse system is a full-featured Enterprise Asset Management suite that can provide financial, inventory, works management, and human resources functionality. CWD currently uses the application as the primary inventory management system, and as the work order management and asset management tool within distribution and maintenance and plant operations. The

current version of the system is 6.2.1. CWD only utilizes the portion of the financial management and HR modules as required to support other core asset management functions within Ellipse, such as work order costing and inventory costing. CWD is governed by the City of Cleveland financial management information system, which is currently based on PeopleSoft software but is planned to be replaced by 2010. The application is deployed to users via Citrix Xen Server (formerly Presentation Server). CorVue v. 4.5 is currently the report generator used by users to access information in Ellipse.

OnBase Document Management System

OnBase is an enterprise content management software package that combines integrated document management, business process management and records management in a single, web-enabled application. CWD is currently running OnBase 5.2.0, which was upgraded in 2006. The original version of the software OnBase 3.9 was installed in 2003. Currently, the primary use of the system has been scanning and indexing documents. CWD utilizes Oracle 9i R2 Enterprise Edition as the database.

Supervisory Control and Data Acquisition (SCADA) and Plant Computerized Control Systems (PCCS)

CWD utilizes three primary plant control systems: iFix Plant Computerized Control System at the Nottingham, Morgan, and Baldwin Water Treatment Plants, Bailey DCS at the Crown Water Treatment Plant, and HSQ SCADA for the distribution system.

Accela Permitting System

This system is used to track permitting of the different types, building, water, etc. The products that comprise this system are Accela Automation (V 6.2 but ready to move to 6.5). Accela Report Writer (ARW) is the reporting tool embedded within the system; the system can also use Crystal Reports and Oracle Reporting.

Financial Budget and Management (Cognos, Peoplesoft, ADP)

Cognos is the primary budget management system for Water. There are three complete systems that makeup the Cognos suite: Analyst, Contributor, and Powerplay.

There are two outside systems that have an indirect connection to Cognos.

- ADP is the payroll processing service and application used by the City of Cleveland. A personnel update file is sent from ADP to Cognos annually.
- Peoplesoft is the financial management system used by the City of Cleveland. A file of expenditures per budgetary accounts is updated to Cognos on a weekly basis.

Kronos – Workforce Time Keeper

Kronos Workforce Timekeeper 5.0 is the timekeeping system that is currently utilized by CWD. There are 50 time clocks currently in use and a centralized team of payroll administrators entering data from individual time sheets into the system.

The reporting is within the web-based application and the reports used are the reports that were installed with the software, which are called CANNED reports. There could exist an alternative if they could create reports using Crystal reports. Timekeeping data is uploaded from the DPU installation of Kronos to the City Hall managed installation of Kronos, who then uploads the information to ADP. Similarly, accrual data is downloaded from ADP to Kronos.

LabWorks Laboratory Information Management System

Perkin-Elmer LIMS LabWorks software is a comprehensive program for the management of QA/QC data generated by CWD laboratories. The Water department runs in excess of 10,000 individual samples per month. The data is taken directly as measured by the instrument through a computer interface and is also entered into the system by laboratory personnel. It is then reviewed by supervisory personnel and approved for final entry into the system by plant management or designated administrative personnel. This is currently running LabWork LIMS 5.8 Build 311 Oracle 9i R2 Enterprise Edition. LabWorks LIMS has an extensive reporting module, which is based on Crystal Reports.

Meter Reading Systems

There are three meter reading systems in use by CWD:

- Datamatics is the primary meter reading application in use.
- Sensus
- Hexagram

CWD is in the process of planning for the installation of an Automated Meter Reading (AMR) solution.

Sharepoint

CWD currently uses SharePoint Services 2.0 as the foundation of their intranet site.

APPENDIX B: CWD IT MASTER PLAN EXECUTIVE SUMMARY

[The following is a Excerpt from the City of Cleveland, Division of Water IT Master Plan, version 1.0, dated February 2009]

This IT Master Plan represented a complete and “fresh” look at Cleveland Division of Water (CWD) technology needs. The IT Master Plan is intended to align current and near term IT investments with the overall strategic direction of the Division. An updated IT Plan was recommended as part of the 2007 SAS 70 Audit, the 2008 - 2012 CWD Strategic Business Plan and the 2007 Mayor’s Operational Efficiency Task Force (OETF) Phase II.

The methodology which has identified to utilize in the development of the IT Master Plan is based on the Zachman Framework for Enterprise Architecture established by John Zachman:

- **Task 1 – Develop the Business Model:** Develop an overall view of CWD’s business that can be used to define the data, application, and technology architectures.
- **Task 2 – Develop Information Resource Catalog:** Define the systems and technology platforms that are currently in use within CWD and develop a high-level summary of all major systems in use.
- **Task 3 – Develop Data Architectures:** Identify and define major types of data that support the business functions defined in the business model.
- **Task 4 – Develop IT Strategy:** Develop the strategic, guiding principles for CWD IT.
- **Task 5 – Develop Application Architectures:** Define the major kinds of applications needed to manage the data and support the business functions of the enterprise.
- **Task 6 – Develop Technology Architectures:** The purpose of this task is to define the major kinds of technologies that are needed to provide an environment for the applications that are managing the data.
- **Task 7 – Develop IT Service Delivery:** Evaluate and form improvement recommendations for internal IT Service Delivery Processes
- **Task 8 – Develop Business Cases:** Utilize the results of the architecture planning to identify potential projects which will address future investment ideas and guide IT acquisitions.

A critical step in the planning process was to develop the CWD IT Strategy. The IT Strategy consists of a series of statements that define the guiding principles for CWD IT. The IT Strategy was developed through a series of workshops conducted with participation from the IT Governance Committee.

CWD IT Section Mission Statement

Serve the business needs of CWD by delivering high quality technology solutions and services.

- Our Product: We provide communication systems, applications, data management, IT management, IT strategic planning, implementation services, and user support.
- Our Customers: CWD business users, City of Cleveland shared services customers, and external business partners.
- Our People: We are comprised of talented staff with diverse backgrounds who work to collectively deliver exceptional customer service.

CWD IT Strategies

Strategy 1: Optimize Our Core: Move from a local view of data and applications to an enterprise view.

- Phase out stand alone departmental applications and databases.
- Reduce redundant data.
- We provide our employees ready access to the information they require.
- Information is easily accessible.
- Information is provided in usable forms.
- Information is owned by the enterprise.

Strategy 2: Use What We Have: Look to better use our current technology portfolio before investing in new technologies.

- We utilize a process improvement approach to achieve incremental improvements in the way we use our current applications.
- Examine software modules that are available for the products in our application portfolio when trying to solve a business problem.
- Improve execution of business processes with the applications that we currently have.
- Explore extending applications through custom interfaces.
- Only procure new software when there is a very weak fit with our current portfolio.

Strategy 3: The Intranet is the Center of CWD: The intranet becomes the central focus of our office work place.

- Information is served via the intranet, independent of where it resides.
- Applications are deployed via the intranet site.
- Thick-client applications are the vast exception.
- The intranet site becomes the face of CWD that our employees see.

Strategy 4: Expand Our IT Boundaries: Deploy IT solutions beyond the walls of our office buildings.

- Create a mobile office for field crews.
- Make more applications available to our customers.

Strategy 5: Our Infrastructure is Green and Resilient: We build system that are resilient and we look for energy reduction and consolidation opportunities.

- Our systems, especially our infrastructure, is built to be reliable and to survive disasters.
- Develop IT systems that support sustainability initiatives.
- Look for PC efficiency and energy reduction opportunities.
- Look for data center efficiency and energy reduction opportunities.

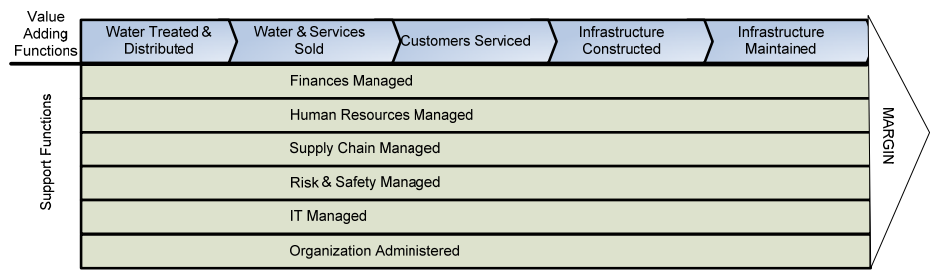
Strategy 6: People and Systems Align: Match the complexity of our systems to the capabilities of our people.

- We purchase and implement technology that is matched to our needs...we do not over-buy.
- Software projects are guided by business process.
- We implement systems in a manner that is sustainable...CWD can utilize and maintain the system.

The result of this planning process was the definition of a series of architectures which described observations of the current state, a description of a target future state (referred to as a "reference architecture), and recommendations about how to close the gaps between the current and the target.

Business Model

The business model outlines the key functions within the organization that make a significant contribution to the overall profitability of Cleveland Water and the primary business functions that provide support to a value-



CWD Value Chain

added function. A clear understanding of the business model is an important foundational step in the development of an IT architecture because it is critical that technology investments align with the purpose of the business. The highest level of the business model is defined by the CWD Value Chain.

Data Architecture

The purpose of the Data Architecture is to outline and describe the major data entities that comprise CWD. During the development of the data architecture a number of current state observations were made. In summary, the observations point to the fact that there is a great deal of redundant data used throughout the multiple sections of CWD, much data is stored in non-structured formats (i.e. documents) and many of these are paper based, and data is not shared efficiently throughout CWD creating many silos of information.

Application Architecture

The application architecture represents the target state for CWD software environment. The architecture consists of a layered structure broken down as follows:

- Database layer - The database layer includes all of the underlying data storage associated with the CWD application environment. In general, CWD will maintain a mixed relational database environment consisting of Oracle databases for major transactional systems and SQL Server databases for application running within the Microsoft environment. Additionally, CWD will maintain a set of operational databases to support plant process control.
- Operational layer – The operational layer consist of the applications and their associated application logic that comprise the CWD application environment.
- Integration layer – The integration layer comprises the interface programs

that result in sharing of data and application functionality between applications. CWD should invest in additional integration utilizing Web-services technology and Application Program Interfaces (APIs) where appropriate. Point-to-point interfaces will continue to be used where necessary.

- Middle Ware layer – The middleware layer contains software components that are responsible for connecting the operational layer and the consumer layer. These application provide a variety of processing services including transactional brokering and execution and presentation layer emulation. CWD should leverage their existing investments in Citrix Xen Server for presentation services and Oracle Web Logic for web-based transaction brokering and possibly integration.
- Consumer layer - The consumer layer provides the capabilities required to deliver IT functions and data to end users to meet specific usage preferences. This can also be thought of as the presentation layer or the user interface layer. CWD should expand their use of web-based technologies both internally to employees via the intranet and externally to customers via the intranet.

Technology Architecture

The technical architecture describes the underlying technologies that are used to enable the other architectures, such as networking and data center operations. This IT master plan focuses on resiliency and consolidation and virtualization as the two areas for improvement in the technology architecture. Resiliency in terms of IT describes that ability of a an environment to survive disasters or unplanned events with minimal disruptions to server through the inherent design of the systems and environments. Virtualization is a server management approach that CWD currently utilized on a limited basis, but one that CWD should endeavor to expand the use of due to the significant advantages over stand-alone server environments.

IT Service Delivery Architecture

IT service delivery architecture describes the business processes that are utilized by IT staff to deliver service to the CWD business units and customers. Specific areas that are candidates for improvement include:

- Expanded Use of Penetration Testing
- Help Desk and Incident Management
- Network Monitoring
- IT Inventory Management
- IT Asset Management
- Change and Release Management
- Service Level
- Storage Optimization and Life Cycle Management

Implementation Considerations

A number of critical areas will need to be given special consideration as CWD transitions from the planning process into the execution of projects that are intended to address the recommendations made as part of this plan.

- **IT Governance Structure** - A new IT Governance Committee was formed in early 2008 to better align CWD's business needs with their IT architecture and service delivery. At the completion of the IT Master Planning effort a preliminary listing of potential projects was transitioned to the IT Governance Committee who will continually evaluate potential projects and make IT investment decisions.
- **Program Management Structure** - Implementation of the investments identified as part of the IT Master Plan will require oversight and management to ensure that the projects are delivered such that they return their intended business value. CWD will institute a program management structure to oversee IT projects.
- **Funding Requirements** - During the completion of the IT Master Plan and the hand-off to the IT Governance Committee a preliminary list of projects were identified and assigned a comparative level-of-effort score that corresponds to cost categories that range from \$50,000 to over \$1M. The project cost ranges are intended to represent order of magnitude estimates of contractual expenditures to CWD, exclusive of internal labor costs. Based on this rough cost score and the preliminary investment list consisting of approximately 50 potential projects, the total order of magnitude cost is predicted to be approximately \$25 Million. However, 3 of the preliminary projects may account for as much as \$15 Million of this cost: EAM Replacement, Enterprise Reporting and Data Warehousing, and the Meter Data Management portion of the AMR/AMI.
- **Staffing Requirements** - The majority of the IT Master Plan projects will be cross-functional in nature. Projects will be staffed with a mixture of CWD resources (both IT and business resources), vendor resources, and consulting resources.
- **Training Requirements** - IT staff training will be a critical part of the implementation of the IT Master Plan projects because CWD does not currently have all of the skills in-house that will be required to implement and maintain the various investments. As part of the Program Management development and IT Section training plan will be developed and put into place. The training plan will focus on technical training tracks that are relevant to CWD's enterprise architecture and will be designed to result in relevant technical certification for participating employees.

APPENDIX C: PROPOSAL CHECKLIST

Proposers should be sure to address all of the following areas in their proposal.

THIS PROPOSAL IS FOR THE FOLLOWING (ONLY CHECK ONE):

- ☐ General IT Consulting Services
- ☐ GIS Consulting Services

PROPOSAL SUBMISSION

- ☐ Executive Summary
- ☐ Qualifications
- ☐ Staffing, including resumes, roles and responsibilities
- ☐ List of representative projects
- ☐ Project Management
- ☐ Resources

FEE PROPOSAL

- ☐ Fee tables
- ☐ City forms
- ☐ OEO schedules

APPENDIX D: FEE PROPOSAL TEMPLATES

GENERAL IT SERVICES			
Role	Services Hours (A)	Hourly Rate (B)	Total (C=AxB)
Application Administrator	200		
Application Developer	1000		
Business Analyst	1000		
Business Intelligence Analyst	600		
Cisco Voice Engineer	1000		
Content Management SME	800		
Database Administrator - Oracle	800		
Database Administrator – SQL Server	200		
Enterprise Architect	600		
Information Systems Security Consultant	400		
Infrastructure Engineer	500		
IT Trainer	1000		
Microsoft System Administrator	500		
Network Administrator	1500		
Program Manager	2500		
Project Manager	2500		
Senior Application Developer	200		
Senior Business Analyst	1000		
Technical Analyst	500		
Web Designer/Developer	200		
TOTAL	16000		

TRAINING REIMBURSABLE ALLOWANCE	\$200,000
GENERAL REIMBURSABLE ALLOWANCE	\$250,000

GRAND-TOTAL CONTRACT	
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GIS SERVICES			
Role	Services Hours (A)	Hourly Rate (B)	Total (C=AxB)
Application Developer - .NET	200		
ArcSDE/Oracle Administrator	100		
ArcSDE/Oracle DBA	100		
Enterprise Architect	100		
Senior Application Developer - GIS	200		
Application Developer - JAVA	200		
Microsoft System Administrator	100		
Project Manager	200		
Remote Sensing Specialist	100		
Senior GIS Analyst	100		
Technical Analyst	200		
Web Developer	100		
	1700		

GENERAL REIMBURSABLE ALLOWANCE	\$25,000
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GRAND-TOTAL CONTRACT	
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APPENDIX E: SAMPLE ROLE DESCRIPTIONS

The following sample role descriptions are provided as a general guide to the qualifications requested for each role listed in the Fee Table (Appendix D). Specific tasks issued as part of this contract may require specific, specialized skills that are not detailed in these sample descriptions.

Position	Application Administrator
Responsibilities	• Experienced performing typical application administration tasks: application security administration, configuration management, software installation, software patching, etc. • Support existing packaged applications within the environment • Manage vendor relations for packaged solutions • Provide technical training for business and IT end users • Provide technical training recommendations for business users • Be present and visible to End Users requiring technical assistance • Learn fundamental operations of commonly used software, hardware and other equipment • Become familiar with policies, services, and staff • Elevate issues to appropriate support staff as necessary • Install and configure software applications on desktops and laptops • Must be self motivated and capable of producing results with guidance level input from management • Must be capable of interfacing with business users and drafting requirements from them • Must take ownership and responsibilities within the areas of their responsibilities and seek to assist in other areas • Must be willing to work diligently at problem solving, knowing when to incorporate others • Must display a solid ability to work with other team members as well as with business customers • Must be a fast learner and able to quickly understand administration tasks for new applications by using vendor documentation and working with vendor helpdesk. • Must demonstrate integrity in the work place due to the sensitive nature of the position • Must demonstrate an ability to drive efforts to a conclusion • Must be a fast learner and able to quickly understand administration tasks for new applications by using vendor documentation and working with vendor helpdesk. • Must demonstrate integrity in the work place due to the sensitive nature of the position • Must demonstrate an ability to drive efforts to a conclusion
Education and Experience	• Related experience to End User support • Related experience with software administration • Experience with both client-server and web applications.

Position	Application Developer
Responsibilities	• Understands technical and functional design requirements. • Assists in physical and logical database design. • Creates prototypes for client engagements. • Designs, codes, and tests technical solutions. • Identifies system deficiencies and recommends solutions. • Assists in enforcement of development deadlines and schedules. • Understands the necessity of and contributes to coding standards. • Develops internal and external meeting objectives and agendas. • Prioritizes multiple tasks effectively. • Promotes active listening with team members. • Contributes appropriately to conversations. • Accurately prepares written business correspondence that is coherent, grammatically correct, effective, professional and engaging. • Understands advanced relational database concepts. • Demonstrates proficiency with physical and logical database design. • Writes effective stored procedures. • Possesses demonstrated work experience with at least one relational database management system. • Demonstrates proficiency in at least one structured, object oriented programming language (.NET or JAVA preferred). • Creates effective XSL stylesheets. • Reads and understands XML schemas. • Understands client server and internet systems architectures. • Demonstrates familiarity with object and component methodology and technology. • Understands DCOM/CORBA or equivalent. • Identifies appropriate use of COM objects. • Experience developing web services within a service oriented architecture. • Experience implementing XML-based messaging. • Follows through with commitments and fosters mutual trust with fellow employees. • Assumes additional responsibility without being asked. • Encourages fellow team members to make innovative contributions and embrace new ideas. • Proactively initiates, develops, and maintains effective working relationships with team members. • Recognizes the strengths and weaknesses of each team member . • Demonstrates the ability to cooperate with a variety of people and achieve results.
Experience and Education	• Training in application development, undergraduate degree in computer science strongly preferred. • 4 plus years experience with application development.

Position	Business Analyst
Responsibilities	• Quickly understands the organization's direction, structure, and requirements • Quickly understands the organization's industry and competitive position • Quickly understands the business issues and challenges of the utility industry • Identifies strengths and weaknesses and suggests areas of improvement • Elicits and document requirements, functional specifications, business processes and recommendations related to proposed solution • Experience in facilitating process design workshops • Business process modeling and design • Participates in technical design development and review • Defines test conditions • Develops accurate and complete test plans • Leads testing efforts • Ensures issues are identified, tracked, reported on and resolved in a timely manner • Works with business representative to validate test results and identify required changes • Assists in enforcement of project deadlines and schedules • Takes input from manager and appropriately and accurately applies comments/feedback • Communicates and applies project standards • Manages resources in accordance with project schedule • Consistently delivers high-quality services • Understands the components of running a successful project • Promotes active listening with team members. • Facilitates business process definition and requirements elicitation sessions. • Delivers informative, well-organized presentations • Understands how to communicate difficult/sensitive information tactfully • Possesses general understanding in the areas of application programming, database and system design • Identifies critical issues with ease • Exhibits confidence and an extensive knowledge of emerging industry practices when solving business problems • Develops relationships with internal business partners • Communicates effectively with business partners to identify needs and evaluate alternative business solutions with project management • Continually seeks opportunities to increase customer satisfaction and deepen relationships • Manages business expectations effectively
Experience and Education	• Undergraduate degree in business, accounting, engineering, information systems, or a related discipline • 4 plus years experience as a business analyst.

Position	Business Intelligence Analyst
Responsibilities	• Develops reporting and business intelligence solutions that help end users access and analyze data in a data warehouse, data mart, or operational system. • Performs data warehouse and business intelligence planning and assessments. • Design, development, and maintenance of dimensional data models, ETL, reports, OLAP cubes, or other assigned BI components using a standard BI tool suite. • Will work with end-users to build solutions from concept to implementation • Pursues continuous improvement of data quality, standardization of data management processes, efficiency, and quality of service • Develops and maintains technical specifications and end user documentation of assigned projects and analysis • SQL (Views, Materialized Views, Indexing, Performance Tuning) and/or PL/SQL (Stored Procedures, Packages, and Functions) • Database query tools. • Experience with Business Objects Enterprise Professional version IX (installation, administration, report development, portal development, etc). • Data analysis or requirements definition • Oracle RDBMS 9i/10g experience • Good analytical, conceptual and root cause analysis skills • Outstanding communication (oral, written and presentation) • Ability to work collaboratively with diverse groups
Experience and Education	• Degree in Computer Science or equivalent work experience. • 4 years experience designing and administering data warehouse and business intelligence solutions. • 4 year developing reports using Crystal Reports/Business Objects or an equivalent reporting tool.

Position	Cisco Voice Engineer
Responsibilities	• Manage Division of Water voice system - Cisco Unified Communications Manager 4.1 and higher, and 3rd party applications / systems. • Configure and maintain IPCC / IVR to support call center operations. • Maintaining the enterprise network including wide area and local area networks as well as IP convergence. • Configure routers and switches in various network configurations supporting VLANs, Qos, VoIP, and advanced access-lists. • Plan, monitor, evaluate, and manage performance of network systems and makes recommendations for improvement/upgrades. • Ensure that network issues are identified, reported, and technically resolved. • Integrate IPIVR with third party applications and databases. • Experience serving as technical lead on major Cisco VoIP version upgrades. • Support call center operations include IVR scripting and configure both Automatic Speech Recognition (ASR) and Text-to-Speech (TTS) technologies
Experience and Education	• Experience in Configuration & Change Management processes • Excellence in testing and documentation of procedures • Strong grasp of networking concepts and design • Knowledge of trusted credentials (e.g., tokens, 802.1x) • Experience in implementing and monitoring audit and event logging and analysis • Knowledge at the expert level of TCP/IP networks, connections, wiring and cabling, and network management Solid knowledge of Spanning Tree Protocol Solid knowledge of EIGRP / RIP2 / OSPF / BGP Solid knowledge of Stacking Protocols. • Cisco Unified Communications Manager Advanced level networking certifications such as CCVP/CCNP (Cisco) preferred. • 10+ years supporting enterprise networks Cisco Unified Communications • 5-7 years experience with switching and routing in wide and local area networks

Position	Content Management Subject Matter Expert
Responsibilities	• Knowledgeable in all aspects of designing and constructing content management systems. • Experience developing requirements and design specifications for new and existing applications. • Experience documenting requirements for data, workflow, logical processes, hardware and operating system environment, interfaces with other systems, internal and external checks and controls, and outputs. • Serves as architecture manager and leader in the integration of solutions, construction of applications, development of new business opportunities, and building of relationships with clients. • Experience with Hyland OnBase, Microsoft Sharepoint Services 2007, and web content management required. • Must have strong technical expertise in the .Net and J2EE environment, Windows, UML, Tiered architecture, Relational Databases, Web development, and object-oriented methodologies. • Ability to work with business leaders and analysts to understand functional and non-functional requirements while crafting a technical solution leveraging company and industry best practices and standards • Experience in authoring technical architecture documentation utilizing, design patterns, data models, and conceptual models of the proposed solution • Collaborate with the development teams. • Improve understanding of the technology landscape and trends • Drive the architectural roadmap to leverage upcoming tools, standards, and technologies • Develop proof-of-concepts and perform research associated with new technologies and frameworks • Experience as an enterprise architect in a large multi-line of business organization is strongly preferred. • Experience with the entire lifecycle of enterprise content management systems adoption including the development process, configuration, and production roll out. • Thorough understanding of software development life cycles, development and technology tools, testing methodologies, and requirements gathering • Good communication skills, written and verbal • Proven leadership and relationship management skills
Experience and Education	• B.S. in Business, Computer Science, Engineering, or related discipline, or equivalent work experience is required • Requires 10 years of experience in IT with a minimum of five years in content management system planning and implementation. • Experience providing quality assurance and project oversight to mid to large scale content management projects.

Position	Database Administrator - Oracle
Responsibilities	• Perform database administration and maintenance functions in support of production, UAT and development environments • Perform preventive database management, maintenance, and performance monitoring, tuning, and optimization • Develop trend and analysis reports indicating database growth and load to anticipate storage, cpu and memory needs; develop maintenance programs and scripts; migrate databases as necessary; tune sql and initialization parameters • Automation of routine database administration tasks • Providing assistance to application development staff • Data modeling – Develop physical data models as needed • Develop environment specifications, benchmarking performance scenarios, and monitoring environments • Conduct regularly scheduled environmental assessments and developing recommendations and corrective action plans based on the findings • Maintain and Administer database security components • Research new products, tools, methodologies, and standards related to all aspects of the database environment and its security, and make recommendations • Oracle Applications Cloning, RMAN database duplications • Managing Release Migrations
Experience	• College Degree preferred but will consider applicants with equivalent work-related experience with a minimum educational requirement of a H.S. Diploma or GED equivalent. • 8+ years continuous experience as a DBA in an Oracle / Windows environment with installations / upgrades of Oracle 8i, 9i, 10g • 6+ years continuous experience as an Oracle Applications DBA in a lead role performing installation, upgrades, patching • 5+ years continuous experience supporting 9i / 10g Oracle Application Servers. • Working knowledge of database backup/restore methodologies including: RMAN, hot and cold backups, export, import, standby, etc. • Strong interpersonal and customer service skills, including verbal and written communication skills, the ability to work well both individually and within a team environment, and interacting with both technical and non-technical individuals • Strong SQL and PL/SQL capabilities, including performance tuning experience • Experience with application code repository tools. • Knowledge of different storage platforms such as NAS / SAN, raid levels • Strong knowledge of logical and physical database design • Ability to work effectively in a demanding and fast-paced environment

Position	Database Administrator – SQL Server
Responsibilities	• The DBA will be responsible for the day to day administration of current SQL Server environment and project support. • Manage & Administer sql 2000 and sql 2005 databases. • Manage patching on sql databases. • Monitor and Resolve backup issues. • Formulate and monitors policies and procedures and standards relating to database management. • Coordinate database upgrades. • Perform database and application monitoring and tuning. • Work with Server group to test and implement OS patching. • Perform regular testing of backups. • Review, test and implement database portion of third party software. • Provide mentoring and guidance to application developers. • Upgrade SQL Server 2000 environment to 2005.
Experience	• 5+ years experience supporting MS SQL Server as Database Administrator • MS SQL Server 2000 and 2005 (Standard and Enterprise Editions) • Solid database performance tuning skills • Relational Data Modeling and Logical Database Design • Physical Database Design and Implementation Experience • Capacity Planning • Performance Trending • Hands on experience with high availability “Always On” SQL Server 2005 technologies including: Failover clustering, Database mirroring, Database snapshots and Fast recovery • Experience with SQL replication. • DTS Experience • Disaster recovery planning and implementation • Experience upgrading SQL Server 2000 to version 2005 • Experience working with application developers.

Position	Enterprise Architect
Responsibilities	• Basic business principles and utility specific terminology • Business case analysis • Costing, budgeting, risk and financial analysis • Market and customer preference research methods • Quality assurance concepts and procedures • Experience with an industry recognized Enterprise Architecture Planning framework (Zachman, TOGAF, or other). • Experience with a leading enterprise content management system (OnBase, Documentum, etc). is a plus. • Data flow and data structure modeling • Database concepts including tables, data types, instances, fields, connection strings, and records • Database security including access control, back-up and recovery • Relational, hierarchical and object oriented database architectures and structure • Transaction control including multi-user concurrency • Change management systems procedures • Prototyping procedures • Software life cycle activities • Case tools and integrated development systems • Code libraries including third party libraries • Compilers and interpreters • Configuration management methods • Debuggers and editors • Documentation systems and knowledge database • Profilers and logical analyzers • Source code control • Specific development tools (e.g., Visual Studio, SQL Enterprise Manager) • Test system utilization • Data warehousing and business intelligence • Distributed databases and processing • n-tier of applications that perform processing on multiple systems where presentation (client), business rules, and database may be stored on multiple systems • Object oriented concepts for databases • On-line transaction processing • Relational databases • Web application development tools • Web-centric processing • Web Services and SOA • XML and Messaging concepts • Transaction intensive business systems • Application Security and Encryption • Storage Planning and Optimization
Experience and Education	• 5-10 years experience in Application Development, Infrastructure Engineering, or a related technical field • 3-5 years experience architecting solutions for midsize enterprises minimum • Certified Microsoft Architect preferred • Other Microsoft Application Development Certifications a plus

Position	Information Systems Security Consultant
Responsibilities	• Designs audits of computer systems to ensure they are operating securely and that data is protected from both internal and external attack. Makes and implements recommendations for preventive measures as necessary. • Assesses assigned system to determine system security status. Designs and implements security policies and procedures to ensure compliance to policies and procedures. • Designs and conducts training for computer security education and awareness programs. Researches and evaluates emerging security trends and issues to ensure that education remains current and is continuously updated. • Evaluates highly complex security systems according to industry best practices to safeguard internal information systems and databases. • Defines security requirements and subsequently reviews complex systems to determine if they have been designed and established to comply with established standards. Develops and implements new standards as necessary. • Leads investigations of security violations and breaches and recommends solutions; provides analysis summary to management and recommends alternative courses of action as necessary. • Provides expert technical consultation on highly complex tasks; assists and/or provides limited direction to lower level technical personnel. • Provides product recommendations of security packages to customers; Reviews vendor products and makes recommendations as appropriate. Conducts cost analyses to determine feasibility of new products for clients. • Develops security tests, evaluation plans, vulnerability assessments, external and internal penetration tests. • Performs technical configuration reviews • Leads IT Contingency and disaster recovery planning
Experience and Education	• Bachelor's degree or equivalent combination of education and experience • Bachelor's degree in computer science, management information systems, or related field preferred • CISSP, CEH, and/or CISA certification preferred • Nine or more years of experience in computer science, management information systems or data security experience • Experience working with information security practices, networks, software, and hardware • Experience working with computer programming • Experience working with operating systems • Experience working with computer desktop packages such as Microsoft Word, Excel, etc. • Experience working with security architecture • Must be a US Citizen and able to pass a background check.

Position	Infrastructure Engineer
Responsibilities	• Responsible for the design, implementation, management, and engineering support of network infrastructure. • Optimizes stability, availability, reliability, and performance of telecommunication systems. • Monitors and controls network processes, and implements system security to provide stable and secure systems platforms. • Assists with the implementation of new or additional network and remote access technology to improve infrastructure service, both locally and remotely. • Full design, planning, configuration, documentation, deployment and top-level support ownership of network infrastructure technologies. • Coordinates and manages changes to the production network environment and maintains awareness of technology developments in order to make recommendations to management. • Possesses expert-level knowledge of IP based Network principles, practices and technology, deployed on Cisco Network switches and routers, VLAN's, Spanning Tree and LAN/WAN Networks, routing protocols including EIGRP, Cisco PIX.ASA firewalls and VPN concentrators, Cisco Call Manager 6.1 (voice over IP), WAN technology including leased lines, Frame Relay and MPLS / VPLS.
Experience and Education	• Bachelor of Science Degree in Computer Engineering, Electrical Engineering, or a related discipline, or equivalent. • 10+ years experience designing, implementing, and maintaining large-scale telecommunications systems. • Cisco Certification (CCNA / CCDA / CCNP) or equivalent required

Position	IT Trainer
Responsibilities	• Design and deliver training courses in information and communications technology (ICT) including desktop applications and company-specific software. • Carry out training needs analyses • Design course materials and other documents such as handouts, manuals and exercises. • Organize and market courses to meet the needs of learners and demands of business; • Prepare the learning environment and resources, including setting up IT equipment; • Delivering training programs to clients either in a group classroom setting, or online through an e-learning or Virtual Learning Environment (VLE), or on a one-to-one basis; • Support and coach learners using VLE or self-learning packages; • Evaluate the effectiveness of the training and course outcomes; • Act as liaison with external course providers, employers, clients, examining bodies and software companies, etc.; • Take responsibility for maintenance of hardware and software used for training purposes and recommend repairs and upgrades to management where appropriate; • Keep up to date with relevant systems, software and online training technology; • Deal with administrative records.
Experience and Education	• 1+ year experience developing and delivery IT training. • Up-to-date knowledge of common IT applications and systems; • Good oral and written communication skills; • Good organizational, planning, training and presentation skills; • Patience and confidence; • Self-motivation and the ability to motivate others; • A willingness to learn. • Valid driver's license.

Position	Microsoft System Administrator
Responsibilities	• Documentation of basic IT policies and procedures • Administration of patch management solutions for all servers and workstations • Administration of active Anti-Virus defense • Administration of Backup services and off site media rotation • Administration of Server related monitoring solutions • Maintains standard desktop/laptop image • Provides AD domain level support on all domains for business and IT environments • Responsible for User and Computer Account management • Manages GPOs • Provides client to server messaging support for business and IT environments • Provides SMTP support for internal and external messaging • Provides SMTP relaying services for internal resources • Manages the internal data center environment • Assists with projecting Data Center requirements • Provides server builds (physical and virtual) • Provides server configurations and troubleshooting • Provides client/server connectivity and troubleshooting • Must be able to provide and maintain quality documentation around areas of responsibility • Must provide documentation that is understandable on multiple professional skill levels
Experience and Education	• Bachelor Degree in related area or • Minimum 6-10 years experience in a like field • Relevant Microsoft Certifications strongly preferred. • Experience with VMWare and EMC SAN technology strongly preferred. • Experience with Citrix Xen Server a plus.

Position	Network Administrator
Responsibilities	• Provides management and support of CISCO environment • Manages DMZ related connectivity • Manages remote connectivity • Manages ISP(s) connectivity • Manages internal security related audits and troubleshooting • Provides management and troubleshooting of IP telephony • Provides management and troubleshooting of IVR. • Provides management and troubleshooting of Call Manager. • Provides design, implementation, and administration for Cisco ASA and PIX. • Communicates with users to resolve issues • Must be self motivated and capable of producing results with guidance level input from management • Must be capable of interfacing with business users and drafting requirements from them • Must take ownership and responsibilities within the areas of their responsibilities and seek to assist in other areas • Must display a solid ability to work with other team members as well as with business customers • Must be able to provide and maintain quality documentation around areas of responsibility • Must provide documentation that is understandable on multiple professional skill levels.
Experience and Education	• Bachelor Degree in related area or • Minimum 4-6 years experience in a like field

Position	Program Manager
Responsibilities	• Oversees the delivery of the multiple IT projects that collectively comprise the IT program. Projects will span the complete breadth of IT disciplines including infrastructure, packages software implementation, system upgrades, application development, and business process re-engineering. • Develops and enforces project management, system development life-cycle, and business process re-engineering standards. • Organize the activities of multiple project managers and IT team resources to ensure completion of projects on schedule, within budget, and with high quality • Apply broad and in-depth business management knowledge to resolve multi-discipline or multi-functional challenges • Develop and maintain strategy for process management, project monitoring, and for technical competency • Develop and maintain appropriate communications plans • Provide leadership of risk identification and management and monitoring of project activities for implementation of appropriate risk mitigation strategies • Support IT Governance processes by preparing business cases, financial plans, and resource plans.
Experience and Education	• The successful candidate will have a minimum of 10 years of relevant experience and demonstrable strength in the management of a variety of IT projects using standard methodologies, and in successfully managing a complex workforce of technical professionals, project managers, and support personnel in a matrix environment. • Demonstrates mastery in all project management disciplines. • 4+ years experience participating in IT projects within a utility business environment (water, wastewater, gas, or electric). • A bachelor's degree in business, computer science, engineering or equivalent is required; an advanced degree or MBA is preferred. • PMP certification is desirable. • Program/project management experience or experience in a comparable leadership position, with large-to-mid-sized organizations (>1500 employees) is required. • Exceptional client interaction skills • Experience managing projects across the software development life cycle • Excellent oral and written communication skills required, including ability to make effective presentations, create project documentation artifacts, and interact effectively in negotiations and team settings serving multiple levels of constituents. • Experience managing cost-plus, time and materials, and firm fixed price contracts highly desirable • Experience successfully meeting major project challenges despite project complexity and risk • Significant experience and knowledge of technical areas such as relational databases, enterprise content management, network architecture, web development, and utility information systems. • Experience using MS Project Server 2007 is desirable.

Position	Project Manager
Responsibilities	• Creates and executes project work plans and revises as appropriate to meet changing needs and requirements. • Identifies resources needed and assigns individual responsibilities. • Manages day-to-day operational aspects of a project and scope. • Reviews deliverables prepared by team before passing to project sponsors. • Effectively applies recognized project delivery methodologies and enforces project standards. • Prepares for engagement reviews and quality assurance procedures. • Identifies and minimizes exposure and risk on project. • Ensures project documents are complete, current, and stored appropriately. • Prepares project status reports. • Performs project accounting/manages project budgets. • Facilitates meetings effectively. • Holds regular status meetings with project team. • Keeps project team well informed of changes within the organization and general corporate news. • Effectively communicates relevant project information to superiors. • Delivers engaging, informative, well-organized presentations. • Resolves and/or escalates issues in a timely fashion. • Understands how to communicate difficult/sensitive information tactfully. Possesses general understanding in the areas of application programming, database and system design. • Understands Internet, Intranet, Extranet and client/server architectures. • Possesses a thorough understanding of utility business processes. • Maintains awareness of new and emerging technologies and the potential application on client engagements. • Identifies opportunities for improvement and makes constructive suggestions for change . • Manages the process of innovative change effectively. • Remains on the forefront of emerging industry practices. • Consistently acknowledges and appreciates each team member's contributions. • Effectively utilizes each team member to his/her fullest potential. • Motivates team to work together in the most efficient manner. • Keeps track of lessons learned and shares those lessons with team members. • Mitigates team conflict and communication problems.
Experience and Education	• 4+ years managing mid-to-large scale IT projects. • Bachelors degree in Computer Science, Engineering, Business or a related discipline, MBA preferred. • PMP preferred. • Experience using MS Project Server.

Position	Senior Application Developer
Responsibilities	• Provides technical direction for the development, design, and systems integration for client engagement from definition phase through implementation. • Applies significant knowledge of industry trends and developments to improve service. • Reviews work of development team. • Easily recognizes system deficiencies and implements effective solutions. • Creates and executes development plans and revises as appropriate to meet changing needs and requirements. • Keeps project manager well informed of status of development effort and serves as liaison between development staff and project manager. • Ensures technical teams are contributing to code library. • Owns the development lifecycle and is responsible for managing technical risks throughout the project. • Communicates and enforces coding standards • Performs code reviews and mentors junior developers. • Manages technical resources within budget and project schedule. • Understands complex database concepts and effectively employs different database design techniques. • Possesses demonstrated work experience with more than one relational database management system. • Understands OO concepts and consistently applies them. • Understands the benefits of the various programming languages. • Possesses significant knowledge of client/server and internet systems architectures. • Understands browser / client specific compatibility issues. • Facilitates team and client meetings effectively. • Holds regular status meetings with development team. • Keeps development team well informed of changes within the organization and general corporate news. • Delivers engaging, informative, well-organized presentations. • Resolves and/or escalates issues in a timely fashion. • Understands how to communicate difficult/sensitive information tactfully. • Challenges others to develop as leaders while serving as a role model. • Inspires coworkers to attain goals and pursue excellence. • Identifies opportunities for improvement and makes constructive suggestions for change . • Manages the process of innovative change effectively. • Remains on the forefront of emerging industry practices. • Facilitates effective team interaction. • Acknowledges and appreciates each team member's contributions. • Effectively utilizes each team member to his/her fullest potential. • Keeps track of lessons learned and shares those lessons with team members.
Experience and Education	• Training in application development, undergraduate degree in computer science strongly preferred. • 10 years application development experience, 4 years experience managing application development team required. .

Position	Senior Business Analyst
Responsibilities	• Quickly understands the organization's direction, structure, and requirements • Quickly understands the organization's industry and competitive position • Quickly understands the business issues and challenges of the utility industry • Able to act independently and to act as a project manager for small process improvement initiatives. • Identifies strengths and weaknesses and suggests areas of improvement • Elicits and document requirements, functional specifications, business processes and recommendations related to proposed solution • Be a key driver of process efficiency and to inspire a strategic approach to process management and improvement • Facilitates business process definition and requirements elicitation sessions. • Business process modeling and design using a standard methodology (Rummler-Brache preferred). • Participates in technical design development and review • Defines test conditions • Develops accurate and complete test plans • Oversees and participates in testing efforts • Ensures issues are identified, tracked, reported on and resolved in a timely manner • Works with business representative to validate test results and identify required changes • Assists in enforcement of project deadlines and schedules • Takes input from manager and appropriately and accurately applies comments/feedback • Communicates and applies project standards • Manages resources in accordance with project schedule • Consistently delivers high-quality services • Understands the components of running a successful project • Comfortable communicating project issues to all levels of the organization, including C-level executives. • Promotes active listening with team members. • Delivers informative, well-organized presentations • Understands how to communicate difficult/sensitive information tactfully • Possesses general understanding in the areas of application programming, database and system design • Identifies critical issues with ease • Exhibits confidence and an extensive knowledge of emerging industry practices when solving business problems • Pushes creative thinking beyond the boundaries of existing industry practices and organizational mindsets • Facilitates effective team interaction • Acknowledges and appreciates each team member's contributions • Develops relationships with internal business partners • Continually seeks opportunities to increase customer satisfaction and deepen relationships • Manages business expectations effectively
Experience and Education	• Undergraduate degree in business, accounting, engineering, information systems, or a related discipline, MBA or advanced degree strongly preferred • 10 plus years experience as a project manager or business analyst.

Position	Technical Analyst
Responsibilities	• Writes software requirements in standard declarative and use case formats; • Gathers requirements from client through interviews or reverse engineering of existing software artifacts; • Writes technical specifications; • Reviews code to identify software requirements; • Knowledge and experience with non-functional requirements analysis and specification • Quickly understands the business issues and data challenges of client's organization and industry. • Reviews and edits requirements, specifications, business processes and recommendations related to proposed solution. • Develops functional specifications and system design specifications for client engagements. • Ensures issues are identified, tracked, reported on and resolved in a timely manner. • Works with client personnel to identify required changes. • Communicates needed changes to development team. • Communicates and applies project standards. • Understands the components of running a fiscally successful project.
Responsibilities	• Bachelor's degree from a four year college or university. • 4-6 years professional level experience including project management and/or a technical field (e.g., programming, telecom/network, client/server); or equivalent combination of education and experience.

Position	Web Designer / Developer
Responsibilities	• Consults with design, technical, and business users to plan Web site development. • Develops technical architecture of Web sites including scripting, database design, and user interface design. • Refreshes Web site content to ensure accuracy and timeliness of information and images. • Is abreast of industry trends and all applicable technologies, including scripting, security issues, authoring tools, graphic design tools, and new languages. • Integrates new technologies into Web site. • Analyzes traffic to Web site and recommends any necessary programming changes. • Manages transfer of files and memory allocation for Web site on the server. • Creates automatic systems of data and content storage on Web site. • Provides technical support and participates in employee Web site training.
Experience and Education	• 5 or more years experience working with website design/building. Must have a solid understanding of full-life cycle web design. • Experience with HTML and other multimedia web development tools such as Dreamweaver, Adobe Suite, Flash, SharePoint Designer. • Experience with one or more of the following: .NET, ASP, XML, Java, Javascripts, VBscripts. • Knowledge of SharePoint desired. • 3 or more years experience working in a Microsoft Windows 2000/2003 environment. • 1 or more years experience working with Microsoft SQL 2000/2007 in an administrative capacity. • A Bachelor's degree in computer science, engineering, or related field is preferred. Equivalent work experience will be considered.

Position	Remote Sensing Specialist
Responsibilities	• Develop and maintain various computer systems related to acquisition and processing of remotely sensed data, its analysis, mapping and interpretation according to varying needs of different government departments / agencies. • Responsible for customization, development, and maintenance of software systems required for visualization, analysis and image feature extraction for utility and municipal environments and other purposes as may be required by different government departments. • Development of methods, procedures, policies, standards and guidelines for incorporating remotely sensed data into models of terrestrial, aquatic or atmospheric processes, using formal inverse modeling and data assimilation techniques which account for the uncertainty characteristics of the data. • To provide technical input to the senior management regarding existing and upcoming requirements of satellite and airborne imagery, their performance and usability, and training requirements for analysts from different government departments. • To provide support to end products and applications in data transfer, loading and implementation through spatial data from varying data sources. •
Experience and Education	• At least 4 years of relevant experience as GIS/Remote Sensing Specialist/Geophysicist or in a similar role and position

Position	Senior GIS Analyst
Responsibilities	• Design, build, manage, migrate and integrate GIS based systems • Experience taking GIS systems from requirements through development to deployment and maintenance; hands on experience migrating and integrating GIS systems and data from disparate platforms and environments • Responsibilities will include transforming and loading GIS data as necessary using GIS tools and utilities to manipulate GIS data • Create new GIS products and services for the customer community • Manipulate GIS databases • Produce and enhance engineering mapping tools • Integrate GIS products and mapping tools with existing products and services
Experience and Education	• Experience with ESRI products, especially ArcIMS and ArcSDE • Knowledge of maps, mapping systems, mapping data, mapping tools • Experience in developing GIS solutions in a .NET environment • Lead GIS tasks working independently or in small groups

Position	Oracle Administrator - SDE
Responsibilities	• Implements and administers Oracle 11g /ESRI ArcSDE geodatabases in development and production environments • Manages Oracle RAC cluster, failover, backup, and disaster recovery scenarios • Benchmarks and optimizes database configuration for high availability geospatial database performance • Monitors system resources and usage • Performs technical analysis relating to GIS database capacity planning, development, security, and maintenance • Utilizes best practices within ESRI System Design Strategies and technical documentation • Administers end-user roles and permissions for geodatabase access and editing • Administers tuning, compression, versioning/disconnected editing, and replication of geodatabases • Designs, implements, and migrates GIS/CAD databases from Oracle 11g to Oracle Spatial • Creates and maintains geodatabase support documentation • Assists with the installation, upgrade, support, and troubleshooting of geodatabase related software
Experience and Education	• Minimum 4 years experience in administering Oracle Databases in 9i - 11g • Experience in managing Oracle databases with ESRI ArcSDE or ArcGIS Server

APPENDIX F: REQUIRED FORMS



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

**CLEVELAND AREA BUSINESS CODE
NOTICE TO BIDDERS
&
SCHEDULES**

City of Cleveland

Frank G. Jackson, Mayor

**Natoya J. Walker, Interim Director
Office of Equal Opportunity**

March 30, 2009

EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b))

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
OFFICE OF EQUAL OPPORTUNITY**

NOTICE TO BIDDERS

1. Introduction:

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances, of Cleveland Ohio 1976 (C.O.) was enacted to increase the participation of local small business enterprises in City of Cleveland contracts. The Code also promotes the participation of Minority and Female Business Enterprises in City of Cleveland contracts, and 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 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, 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) "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.
- (p) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (q) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (q) "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.
- (r) "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.
- (s) "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 \$10,000.

Schedule 1: PROJECT CONTACT INFORMATION FORM

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

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Each Bidder or Proposer must complete, sign and submit Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION. List all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract. **Be sure to use the full legal name of each subcontractor.** Also include the contract specification item number(s) on which the subcontractor will participate (Part 1), the work or supplies/materials the subcontractor will provide (Part 2), and the total dollar amount of the subcontract (Part 3). The total dollar amount in Part 3 must be an actual dollar amount, and may not be a range of values or a percentage of the contract.

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Each prospective subcontractor must complete, sign and submit Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR. Parts 1 through 3 on each Schedule 3 must correspond with Parts 1 through 4 on Schedule 2 for the appropriate subcontractor. No CSB, MBE, or FBE participation credit will be considered for any subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3. Schedule 3 should be completed by the subcontractor, returned to the Bidder or Proposer, and submitted as part of the bid or proposal.

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

Each Bidder or Proposer must make a good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals that are established in the bid documents. These subcontracting goals are not quotas, and no bid will be disqualified simply because the Bidder or Proposer fails to meet the goals. If a Bidder or Proposer does not meet the CSB, MBE and/or FBE subcontracting goals, the Bidder or Proposer **must provide an explanation for the failure to meet the goals in Schedule 4**, the Subcontractor Unavailability/Impracticality Certification.

Schedule 4 allows Bidders and Proposers to demonstrate their good faith efforts in finding and soliciting CSBs, MBEs and FBEs to work on City of Cleveland contracts. Failure to complete this schedule fully and completely may impact the evaluation of the bid or proposal.

Failure to submit and accurately complete each OEO Schedule 1-4 may result in the rejection of all or part of the bid or proposal. If a Schedule is not applicable, the Bidder or Proposer should indicate "NA" on the schedule, and **still must sign and submit** the Schedule. 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 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) within the OEO Schedules must be certified with the Office of Equal Opportunity as a CSB prior to the bid opening.

Certification applications are available through the Office of Equal Opportunity, and at

<http://www.city.cleveland.oh.us/government/departments/ofo/ofoind.html>.

There are two classifications of CSBs:

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

A Regional Cleveland Small Business (RCSB) is a CSB located 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 the Cleveland Contracting Market; 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, which are as follows:

- 500 employees for manufacturing industries
- 100 employees for wholesale trade industries
- \$6 million for retail and service industries
- \$28.5 million for most general and heavy construction industries
- \$12 million for special trade contractors
- \$0.75 million for agriculture industries
- \$4 million for architectural/engineering firms
- \$6 million for law firms and consultants

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.

The 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 is expected to make a good faith effort to subcontract with certified CSBs in accord with the goals prescribed above. If the goals are not met, the Bidder or Proposer must demonstrate its good faith effort to meet the goals on Schedule 4, the Subcontractor Unavailability/Impracticality Certification. The CSB participation goals are goals, not mandates, but the good faith effort to meet the CSB goals will be considered in awarding the contract.

7. MBE/FBE Certification:

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) within the OEO Schedules must be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening.

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 must make a good faith effort to meet them. If the goals are not met, the Bidder or Proposer must demonstrate its good faith efforts in Schedule 4, the Subcontractor

Unavailability/Impracticality Certification. Specific MBE and/or FBE participation goals are goals, not mandates, but the City will consider the contractor's good faith effort to meet the MBE and/or FBE goals in approving a contract.

Only those Certified MBEs and/or FBEs that have been designated as eligible to provide participation credit by the Office of Equal Opportunity for a particular type of contract will be counted towards meeting a Bidder or Proposer's MBE and/or FBE Subcontractor participation goal. The Office of Equal Opportunity establishes eligibility for participation credit where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry identifies which MBEs and FBEs are eligible for subcontractor participation credit. In some circumstances, the participation credit MBE and/or FBE subcontractors will be limited to those MBEs and FBEs that are identified on this list. Bidders or Proposers should carefully examine the ITB or RFP to determine the appropriate subcontracting goals, and the eligible MBE and FBEs.

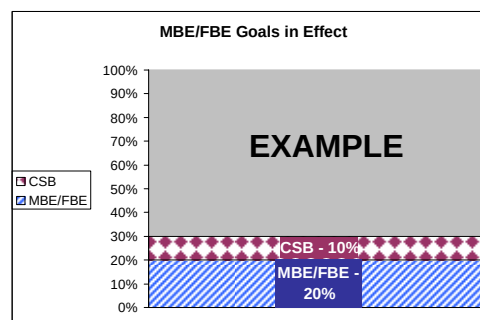
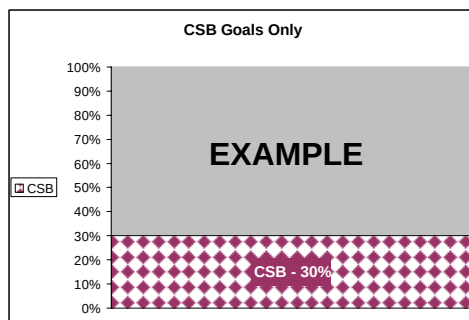
If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3, the Statement of Intent to Perform as a Subcontractor. Any work re-subcontracted to a non-MBE/non-FBE will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

9. CSB Participation Goals When MBE/FBE Goals Are in Effect:

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.

For example, public improvement contracts have a standard 30% CSB subcontractor participation goal. If, however, a public improvement contract also has a goal of 20% MBE subcontractor participation, the CSB goal for the contract will be reduced by an equal amount, going down from 30% to 10%.

Standard CSB Goal	30%
MBE/FBE Goal	- 20%
New CSB Goal	10 %



In this example, the final subcontracting goals would be 20% MBE/FBE subcontractor participation, and 10% CSB subcontractor participation, equaling the standard 30% overall subcontractor participation goal for public improvement contracts.

10. 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.

11. 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. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Evaluation Credits.

12. 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.

(1) 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 185.41C.O.

(2) If a Contractor uses MBE and FBE subcontractors in the performance of a Public Improvement Contract in an amount equal to or greater than offered in the bid, the City shall pay the Contractor any Additional Retainage retained under division (1) of this section upon the Contracting Department director's acceptance of the contract work. If a Contractor uses MBE and FBE subcontractors in the performance of a Public Improvement Contract in an amount less than represented in its bid, the Contractor shall forfeit the amount of Additional Retainage equal to the amount of shortfall in its total MBE and FBE usage, in addition to any other sanctions or penalties applicable under the Contract or the Cleveland Area Business Code.

(3) If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to a bid that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the Contract terms shall prohibit the Contractor from deducting the amount of the Additional Retainage from progress payments to the MBE and FBE subcontractors.

13. 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 CCSB's.

14. 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.

15. 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.

If a Contractor uses CSB subcontractors in the performance of the Public Improvement Contract in an amount equal to or greater than offered in the Contractor's bid, the City shall pay the Contractor any Additional Retainage retained under division (d)(1) of this section upon the Contracting Department director's acceptance of the contract work under division (d) of Section 185.41. If a Contractor uses CSB subcontractors in the performance of a Public Improvement Contract in an amount less than represented in its bid, the Contractor shall forfeit the amount of the Additional Retainage equal to the amount of shortfall in its CSB usage, in addition to any other sanctions or penalties applicable under this Chapter or the Contract.

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 Contract terms shall prohibit the Contractor from deducting the amount of the Additional Retainage from progress payments to the CSB subcontractors.

16. 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 adopted 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.

17. 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. In contrast, 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.

18. 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.

19. 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.

For example:

	<u>Area of Certification</u>	<u>Type of Work Subcontracted</u>	<u>Credit Given</u>
Firm 1	General Contracting	Plumbing	None
Firm 2	General Contracting and Plumbing	Plumbing	Full

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152. Detailed Regulations and additional copies of these Schedules are available upon request.



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. If any Schedule 1 through 4 is not applicable, please mark the Schedule that is not applicable "N/A", and be sure to sign and submit the Schedule with the bid or proposal package.

Schedule 1: Project Contact Information Form

- ☐ Did you correctly calculate the subcontracting dollars and percentages for CSB, MBE and FBE subcontractors?
- ☐ Is the form complete and signed?

Schedule 2: Schedule of Subcontractor Participation

- ☐ Did you specify the total dollar amounts for each subcontract?
- ☐ Did you specify whether each subcontractor will be providing "work" or "supplies"?
- ☐ 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?
- ☐ Did the subcontractor specify whether it is providing "work" or "supplies"?
- ☐ 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?



SCHEDULE 1
PROJECT CONTACT INFORMATION FORM

Bidder/Proposer Name

Project Name

Part I: Bidder Information

Contractor's Full Legal Name:		Are you Certified with the Office of Equal Opportunity? Check all that apply:	
		☐ CSB	☐ MBE
☐ FBE			
Contractor's Address:			
City:		State:	
Contractor's Principal Officer Name:		Phone Number:	
Contractor's Authorized OEO Representative Name:		Phone Number:	

Part II: Evaluation Summary

	Total Dollar Amount	% of Contract
CSB Participation:		
MBE Participation:		
FBE Participation:		
Other Participation:		

Signature: _____ Date: _____

Bidder/Proposer Representative

Title



SCHEDULE 2 SCHEDULE OF SUBCONTRACTOR PARTICIPATION

List ALL PROSPECTIVE SUBCONTRACTORS 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 on the contract. If you need additional space, please attach a continuation page.

Bidder/Proposer Name					Project Name			
Subcontractor	C S B	M B E	F B E	O t h e r	Address	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS
								\$
								\$
								\$
								\$
								\$
								\$
								\$

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 MBE or FBE 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.

Signature: _____ Date: _____
Bidder/Proposer Representative

Title



SCHEDULE 3

STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

To: _____

Bidder/Proposer Name **Project Name**

- ☐ CSB ☐ Have you been notified by the Office of Equal Opportunity that you have met the annual subcontracting participation maximum for this calendar year?
- ☐ MBE ☐ Yes
- ☐ FBE ☐ 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

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

- ☐ Yes (If Yes, fill out Sections A, and B)
- ☐ No

A. _____

Name of Re-Subcontracted Company

- ☐ Majority-Owned Business
- ☐ CSB
- ☐ MBE
- ☐ FBE

B. Description work or Supplies/Materials: _____ Dollar Amount: \$ _____

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.

Prospective Subcontractor Name

Authorized Representative:

Signature:

Title:

Date:



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

Bidder/Proposer Name

Project 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.				
5.				

- ☐ 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.**

Signature: _____ Date: _____
Bidder/Proposer Representative

Title



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

REASONS FOR MBE/FBE SUBCONTRACTOR UNAVAILABILITY

Instructions:

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

Example Reasons for Unavailability

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

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			+		+			
or								
Employer identification number								
	+							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

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

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

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

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

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

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

- 9.** A futures commission merchant registered with the Commodity Futures Trading Commission;
- 10.** A real estate investment trust;
- 11.** An entity registered at all times during the tax year under the Investment Company Act of 1940;
- 12.** A common trust fund operated by a bank under section 584(a);
- 13.** A financial institution;
- 14.** A middleman known in the investment community as a nominee or custodian; or
- 15.** A trust exempt from tax under section 664 or described in section 4947.

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

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

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

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

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

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

Privacy Act Notice

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

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2009
(ALL DEPARTMENTS/OFFICES)**

This statement, properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

Entity Name: _____

Entity's Mailing Address: _____

COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.

NOTE: For purposes of this Statement, the "Mayor" and "Mayor's Committee" means Frank G. Jackson and the Frank G. Jackson For A Better Cleveland Committee, respectively.

SECTION I.	TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.
-------------------	--

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

_____ NON-PROFIT CORPORATION **GO TO SECTIONS III and IV.**

_____ GOVERNMENTAL ENTITY **GO TO SECTION IV.**

SECTION II.	TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES AND TRUSTS.
--------------------	---

The above-named entity is a (Please mark appropriate designation):

_____ SOLE PROPRIETORSHIP

_____ TRUST

_____ INCORPORATED PROFESSIONAL
ASSOCIATION

_____ ESTATE

_____ UNINCORPORATED ASSOCIATION

_____ PARTNERSHIP

_____ LIMITED LIABILITY COMPANY

_____ JOINT VENTURE

For purposes of Section II, a "principal" means an individual, an owner, a partner, a shareholder, a member, an administrator, an executive or trustee connected with the above-named entity, or the spouse of any of them.

PLEASE READ PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (B) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2009 unless Council makes the award.

_____ (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2007 and December 31, 2008 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

_____ (B) ONE OR MORE PRINCIPALS of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2007 and December 31, 2008 that totaled in excess of \$1,000.00.

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

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

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

PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2009 unless Council makes the award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

- _____ (A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2007 and December 31, 2008.
- _____ (B) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2007 and December 31, 2008 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- _____ (C) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2007 and December 31, 2008 that totaled in excess of \$1,000.00 individual.
- _____ (D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.

SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

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

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

STATE OF _____)
COUNTY OF _____) SS:

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

Notary Public _____
Date _____

FOR MAYOR'S OFFICE USE ONLY

_____ ELIGIBLE _____
_____ INELIGIBLE _____
DATE _____

**SUPPLEMENTAL
NOTICE TO BIDDERS**

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES
DISCLOSURE

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

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor

By: _____

Title: _____

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

APPENDIX G: MANDATORY CONTRACT LANGUAGE



City of Cleveland

Frank G. Jackson, Mayor

Department of Finance
Division of Purchases & Supplies
601 Lakeside Avenue, Room 128
Cleveland, Ohio 44114-1080
216/664-2620 • Fax: 216/664-2177
www.cleveland-oh.gov

August 24, 2007

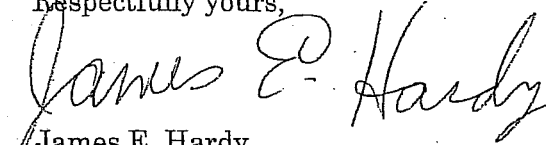
New Mandatory Contract Language

Effective immediately, pursuant to the Ohio Revised Code, as referenced below, the following language is hereby made a part of this contract:

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

By entering into this contract, or by submitting this sealed bid, if this notice is part of an Invitation to Bid, the person(s) signing the document is affirming their compliance with the referenced sections of the Ohio Revised Code, herein incorporated into this contract, or any contract created pursuant to this Invitation to Bid, in its entirety.

Respectfully yours,


James E. Hardy
Commissioner of Purchases & Supplies

APPENDIX H: VENDOR INFORMATION FORM

VENDOR INFORMATION FORM

Please fill in:

Business Name _____

IRS Reporting Name _____

Business Address _____ **City** _____

State _____ **Zip** _____ **Telephone** () _____ **Ext.** _____

Toll Free Number 800 _____

Vendor Fax Number _____

Vendor Email Address _____

Ordering Address _____ **City** _____

State _____ **Zip** _____ **Telephone** () _____ **Ext.** _____

Remit Address _____ **City** _____

State _____ **Zip** _____ **Telephone** () _____ **Ext.** _____

Contact Person: (ordering) _____ **(Remit)** _____

**PLEASE INCLUDE THE ABOVE INFORMATION
WHEN SUBMITTING YOUR BID OR PROPOSAL**

APPENDIX I: REIMBURSABLE EXPENSE POLICY

APPENDIX A REIMBURSEABLE EXPENSE POLICY

City of Cleveland Professional Services Contracts Reimbursable Expense Policy 5/24/2002

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

1. Direct Labor vs. Reimbursable Expense

All expenditures in Professional Service Contracts shall fall into one of two categories: Direct Labor, and Reimbursable Expense. Direct Labor shall mean the hourly work (billed by the appropriate hourly rates and multipliers) of the Prime Consultant and all identified Professional Subconsultants. Any expenditure that is not the Direct Labor of the Prime Consultant or the Subconsultants shall be considered a reimbursable expenditure.

2. Labor Multipliers

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

2.1 Direct Labor

100.00%

2.2 Fringe Benefits:

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

2.3 Overhead Salaries

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

2.4 Overhead Expenses

- Admin & Office General Travel
- Committees and Societies
- Bid & Proposal Costs
- Technical Research
- Marketing

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

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

3. Reimbursable Expense List

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

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

4. Invoicing

The Consultant shall submit monthly a separate invoice for reimbursable expense expenditures. Each invoice shall be delivered to the City in less than 30 calendar days after the end of the month being billed for, and normally with the monthly labor invoice. Such reimbursable expense invoices shall be in

a format approved by the City, and shall include all necessary supporting documentation as called for elsewhere in this policy. Such supporting documents shall be properly dated, legible and reproducible.

5. General Qualifications for Reimbursable Expense

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

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

6. Office Expenses

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

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

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

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

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

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

7. Equipment

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

8. Vehicles and Local Travel

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

For the use of personal (i.e. non-Project) vehicles, the Consultant shall be paid at the per mile rate (in effect at the time of the travel, currently \$.325 per mile) that the City pays internally to its staff for mileage. For such vehicle use, the Consultant shall be paid out of direct cost reimbursable expense, but only if the travel is work related, outside of the Division of Water's Service area, and non-routine. Only that portion of the trip that is outside of the Division of Water's Service Area shall be eligible for reimbursement. The Consultant shall submit to the City an approved mileage log with its monthly invoices. Expenses related to all other use of personal vehicles (travel within the Division of Water's Service Area, parking, tolls, etc.) shall be included in the Consultant's multipliers.

9. Markup on Subconsultants

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

10. Special Services

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

11. Personal Allowances

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

Class 1. Staff Already Living in the Greater Cleveland Area.

- Class 2. Infrequent Travelers to Cleveland. Those staff coming to Cleveland for less than a two week stay. Staff hired by the Consultant after the Notice To Proceed has been issued and assigned to this project can only be classified as Class 1 or Class 2.
- Class 3. Staff with Extended Stays in Cleveland. Out of towners who will work in Cleveland for stretches longer than two weeks, but less than one year.
- Class 4. Relocated Staff. Key, full time project staff (e.g. project manager) who relocate from out of town to work full time for the duration of the project, and for a minimum of one year's time.

11.1 Class 1: Such staff qualify for no reimbursement expenses (travel, lodging, meal, per diem, etc...) whatsoever.

11.2 Class 2 Travel: Actually incurred expenses (air, bus, rail, car rental, taxi, etc...) shall be paid for Class 2 staff. However, the charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made; regular economy class fares for air travel.) Class 2 travel shall require prior City approval. Rental car optional insurance is not reimbursable expense.

11.3 Class 2 Per Diem Expenses: Class 2 daily expenses for meals, telephone, etc. shall be paid out of direct cost reimbursable expense, based on actual costs, with actual receipts submitted with invoices. Reimbursement shall not be made for alcohol, private phone calls, or for meals for guests or associates of Class 2 staff. Gratuities of up to 15% on meals shall be allowed, but no other gratuity of any type shall be allowed. If a weekend or other non-workday occurs in the middle (but not at either end) of a Class 2 person's stay, that person shall be entitled to per diem and lodging expenses for those non-work days.

11.4 Class 2 Lodgings and Related Services: Direct cost reimbursement shall be made, based on actual expenses, for apartments or hotels. The charges shall not exceed Federal guidelines (as the guidelines were at the time the expenditure was made - currently \$86/day for Cleveland area hotels), and shall be supported by actual receipts. The City shall also reimburse for any City/County Hotel Taxes over and above the Federal guideline.

11.5 Class 2 Commute Time: Class 2 travelers shall be allowed to bill their time commuting between Cleveland and home as a labor expense, if such travel occurs during normal working hours. No other Class shall be allowed to bill any commute time as a labor expense.

11.6 Class 3 Travel: Class 3 staff shall be allowed intermittent travel back home. Consultant shall remain within the initial contract budget for this item. Additionally, the City will only pay actual invoiced amounts, and in no case more than a cap of \$800.00 per month for such travel for each Class 3 staff member. Only Class 3 staff shall qualify for this allowance. Travel expenses for Class 3 staff's initial trip to and final trip from Cleveland shall be paid on an actual basis, and shall not apply against any month's cap. These expenses shall be included in the direct cost reimbursable expense.

11.7 Class 3 Per Diem Expenses: Class 3 staff shall be given an allowance for each full calendar day (including non-working days) spent in the Cleveland area, to be included in the direct cost reimbursable expense. The Consultant shall submit with its monthly invoices a log for each Class 3 person, indicating the date in town and the allowance being requested. In no case shall the allowance exceed Federal guidelines (as the guidelines were at the time the expenditure was - currently \$42/day per individual in the Cleveland area.) This allowance shall cover daily meals, telephone, television, laundry, local travel, etc. Actual receipts for this particular item are not required.

11.8 Class 3 Lodgings: Class 3 staff are expected to secure apartments in the Cleveland area. Direct cost reimbursements shall be made for actual rental costs, supported by actual receipts. Rental for weekend and other non-working days shall be reimbursable expense. In no case shall rent exceed a cap of \$ 1,000/month per person.

11.9 Class 3 Inflation: Inflation shall be measured by the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Midwest Region, as tracked by the Federal Bureau of Labor Statistics. The amount of inflation shall be determined each year, beginning one year after Notice to Proceed, and shall be re-determined on each anniversary of Notice to Proceed. The \$800 per month cap for Class 3 Travel, and the \$1000 per month cap for Class 3 Lodgings, will be allowed to increase annually by the amount of inflation so determined.

11.10 Class 4 Relocation Expenses: Reasonable relocation to Cleveland expenses (including transportation of household items and two cars, incidentals, temporary lodging and meals for family [not to exceed one month in duration], and one, 3-day spousal trip to Cleveland) shall be allowed based on actual expenditure, with an upper limit of \$20,000 per individual. Only Class 4 staff qualify for relocation expenses. Class 4 staffs qualify for relocation expenses, but for no other Personal Allowance expenses.

11.11 Travel to a Work Site Other than Cleveland: Travel to a site outside of Cuyahoga County and outside of the Division of Water's Service Area that is for a project related purpose (such as witnessing a pump test) shall be allowed. Consultants shall propose such travel in their project proposal. Each specific trip must be approved in advance by the City. Class 2 regulations as listed above shall govern this type of travel. The time spent traveling, and the time spent at the alternate site, are billable as a labor expense, provided such time occurs during normal business hours.

12. Taxes

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