

Request for Proposals Point-of-Sales (POS) Software



CITY OF CLEVELAND
Mayor Frank G. Jackson

Issued by the Department of Finance

September 30, 2016

Schedule of Critical Dates:

- a. **Proposal Is Due At The Division of Information Technology & Services: Monday, October 17th , 2016 BY 4:00 P.M. EST**
- b. **Pre-Proposal Vendor Conference: : Friday, October 7th , 2016 AT 2:00 P.M. EST,**
- c. **Last Day to Submit Provider Questions: Tuesday, October 11th , 2016 By 4:00 P.M. EST**

LATE PROPOSALS WILL NOT BE ACCEPTED

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I. Cover Letter

September 30, 2016

Dear Invited Proposer:

The City of Cleveland (City), through its Director of Finance (Director), is soliciting proposals from a qualified vendor to implement a point-to-point full-featured Point-Of-Sales (POS) System.

A non-mandatory pre-proposal conference will be held at 205 W. St. Clair, Cleveland, OH 44113 on Friday, October 7, 2016 at 2p.m, Eastern Time. At or before the conference, interested parties may submit or ask questions pertaining to the enclosed Request for Proposals (“RFP”) and the services desired. Proposers are encouraged to attend the conference although attendance is not mandatory.

If your firm is interested, please submit to the City no later than 4:00 P.M., Eastern Time, on Monday, October 17, 2016, an original and five (5) complete duplicates of your proposal, in hard copy and an electronic copy on a USB or CD-ROM.

No proposals will be accepted after that date and time unless the City extends the deadline by a written addendum.

Sealed proposals may be mailed or hand delivered to the address below and must be identified on the outside of the envelope(s) as: “Response to RFP for a Point of Sales System for the City of Cleveland”. Faxed or E-Mailed submissions will not be accepted.

Faranak Arab
Division of Information Technology & Services, 4th Floor
City of Cleveland, Department of Finance
205 W. Saint Clair
Cleveland, OH 44113

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

Should you have any questions regarding this solicitation please contact Faranak Arab at 664-6749.

II. Introduction

City of Cleveland is seeking responses for a preferred provider of software and implementation services to include a point-to-point full-featured Web-Based Point-Of-Sales (POS) System. The proposed integrated software (hereinafter referred to as “the proposed software”) and corresponding services that may commence as a result of this RFP, will utilize the latest standards, design, and technologies to provide City of Cleveland with, at a minimum, the following:

General

- All-in-one Point of Sales (POS) system. SAAS model is preferred.
- Ease of setup and use out of the box.
- Easy-to-use sign off/on process.
- Conduct regular transactions and accept multiple forms of payment.
- Safeguard customer's data with the latest in security technology including data tokenization and encryption.
- Compatibility with different merchant services should City of Cleveland decide to stay with the current merchant provider is preferred.
- No credit card or customer information is stored on the devices or displayed on receipt
- 24/7 Customer Service via phone and/or email
- Capability to export reports to an Excel spreadsheet
- PCI compatible Network fail safe (keep entering cash sales information at the register while network is down)
- Wi-Fi /IP mobile connectivity options
- Track inventory and employee timecards.
- Barcode system
- Provide powerful tools and advanced reporting capabilities for centralized and remote management of the POS system.
- Use industry standard, non-proprietary equipment, including PC or tablet
- Supports multiple user networking.
- Provide user login IDs and passwords for users to uniquely authenticate themselves
- Provide different levels of user roles and access
- Have adequate security controls for user access
- Support and incorporate a mix of operational and financial data
- Provide robust reporting tools and features, including variance reports that offer real-time and historical data

The proposed software must be a web-based Point-Of-Sales System that can effectively provide the above mentioned capabilities and services in a user-friendly and flexible manner for Participants and their Authorized Users.

This Request for Proposal (RFP) is considered an invitation to negotiate for the goods and services referenced herein. Department of Finance reserves the right to modify or waive Terms and Conditions of the RFP and the description of the products and Services, and how they are to be provided, and to withdraw this RFP in part or in its entirety.

Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held at the 205 St Claire, Cleveland, Ohio, 44113 on October 7th at 2:00 PM Eastern Standard/Daylight Time.

At or before the conference interested parties may submit or ask questions pertaining to this Request for Proposal (RFP) and the services desired.

For reasons of security, those planning to attend the pre-proposal conference must register by 4:00 p.m. Eastern Time on Tuesday October 4th, 2016 by calling (216) 664-6749 or by e-mail to farab@city.cleveland.oh.us.

Prospective proposers are encouraged to attend the conference although attendance is not mandatory. A photo ID is required to attend the conference.

Proposal Packets are Due:

Monday, October 17, 2016 at 4:00P.M.

Each firm shall submit a hard copy original, five (5) complete proposal copies, and an electronic copy on USB or CD-ROM, to the Division of Information Technology & Services, 4th Floor no later than 12:00 P.M. Eastern Time on Monday, October 17, 2016 at 4:00P.M.

No proposals will be accepted after that time unless the City of Cleveland extends the deadline by a written addendum.

All copies of the proposals must be under sealed cover (envelope or box) and plainly marked as "Response to RFP for Point of Sales System for the City of Cleveland"

Proposals shall be hand delivered or mailed to:

Faranak Arab
Division of Information Technology & Services, 4th Floor
City of Cleveland, Department of Finance
205 W. Saint Clair
Cleveland, OH 44113

Faxed or E-Mailed submissions will not be accepted.

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

III. Scope of Services

The proposed software must be a web-based Point-Of-Sales System that can effectively provide the above mentioned capabilities and services in a user-friendly and flexible manner for Participants and their Authorized Users.

This Request for Proposal (RFP) is considered an invitation to negotiate for the goods and services referenced herein. Department of Finance reserves the right to modify or waive Terms and Conditions of the RFP and the description of the products and Services, and how they are to be provided, and to withdraw this RFP in part or in its entirety.

IV. Deliverables

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

- A software system that satisfies all of the requirements listed in the RFP is in place and operational.
- Training sessions.
- Training and Administrators documentation.
- The City reserves the right to add related services as needed.
- Unless otherwise expressly provided, the term of the Agreement shall begin upon its date of execution and, unless extended by City or unless sooner canceled or terminated under the provisions of the Agreement, shall expire when deemed so by the Assistant Commissioner and all other Services have been satisfactorily performed and accepted by the Assistant Commissioner (“Term”).

V. Requirements

Respondent must:

- Have experience in developing and operating Point-Of-Sales system and have referenceable clients (within the U.S.) utilizing the proposed Software in a production environment for a minimum of one year
- Be well established and in a strong financial position
- Provide 24/7 hotline support

- Allow the City of Cleveland to remain the sole and exclusive owner of all data entered into or generated by the proposed Software. Respondent shall not use any of said data in any form including, but not limited to, raw data, blended data, stripped data, aggregated data, and usage or statistical information derived from or in connection with the Data, except as it is necessary to fulfill its obligations to provide the proposed Software.

Software must meet the following requirements:

1. POS

- Cloud based or SAAS model preferred
- Integrated credit card processing/authorization
- Support Multiple Tenders (Cash, Visa, Discover, Money Order, Check, Store Credit, Gift Certificate, etc.)
- Allow user definable tenders
- Allow split tender capability on invoice
- Search for items by SKU
- Search for items by model
- Search for items by description
- Display item availability/stock level
- Display item order date
- Display item description
- Display serial numbers
- Display item picture
- Scan bar codes at POS
- Issue discounts and change prices by line item or entire invoice
- Issue store credits
- Issue discounts and change prices by a certain percent or dollar amount
- Issue discounts by redemption items (coupons, rebates, etc.)
- Track multiple promotions
- Flag or display a message when discount is below cost
- Require management review when price is below cost
- Override automated discount (with appropriate user rights)
- Specify sales person
- Specify more than one sales person
- Issue a refund at the POS
- Print cash receipts
- Customize receipts and invoices by adding a logo
- Record lost sales from POS
- User definable keyboard shortcuts (Does not require mouse)
- Allows sale voids

2. Inventory Management

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- Store and view item number information
- Store and view description information
- Allow user defined fields for each item
- Store and view a bar code number
- Assign and view a category for each item
- Track items by serial number if applicable
- Allows multiple serial numbers per item
- Search for inventory items by product line, item number, serial number, and description
- Automatically compute min-max inventory level based on sales history
- View usage history for each item
- Unlimited associated items or aliases
- Track offline inventory (items not for sale)
- Manual update of inventory quantities with proper approval
- Allocation of inventory at time of sales
- Audit trail of inventory adjustments for reporting
- Inventory reporting

3. Pricing

- Assign a different price level at the POS (Senior price, school discount, etc)
- Assign, calculate and display sales tax based on predefined tax schedules
- Create price tables/matrixes that allow multiple pricing level
- Assign price levels based on customer type, department, category, price range, or region
- Set prices based on a pre-defined profit margin (Calculate price based on cost and margin)
- Allow mark down or discount merchandise with proper approval
- Audit trail of mark down, discount, and any other price adjustments for reporting

4. Employee Management

- Track and manage employee information
- Record every transaction made by sales staff and supervisors
- Generate employee log reports with an audit trail
- Assign security levels to each employee

5. Security

- Require management approval for the cashier to enter opening or closing amount
- Require management approval for cashier to change price at POS

- Allow item cost display at POS
- Require management approval for cashier to cash out at the closing
- Require management approval for manual discount
- Require management approval for sale voids

6. Sales Reports

- Sales totals by specified time of day, week, month or year
- Sales totals for each department, category, manufacturer or supplier
- Sales totals for each rep or cashier
- Sales totals for each register
- Cash drawer reconciliation report (Breakdown totals for each drawer and account for monies started in the cash register and monies to be left for the next day in the cash register)
- Daily sales transaction details by cashier
- Number of items sold by time of day, week, month or year
- Number of items sold for each category
- Number of items sold based on top seller
- Number of items sold based on lowest seller
- Income statement report

7. Inventory Reports

- On hand inventory valuation reporting by item number, product line, category, and description
- Inactive, excess or obsolete inventory repo
- Fast and Slow moving inventory report
- Inventory transactions by item number, transaction type , category, or description
- Inventory status by item number, SKU, and serial number
- Serial number/SKU list
- Inventory turnover

8. Hardware

- Cash drawer controlled by the POS application
- Change dispenser
- Signature capture pad
- Touch screen monitor
- Receipt printer
- Bar code scanner minimally capable of supporting Code 128, UPC-A, UPC-E, EAN-13 and EAN-8, ITF-14, and Code 39.
- Portable data terminal (PDT) for physical inventory counting

9. Backup and Disaster Recovery

10. Custom Fields

Good to Have:

- E-Commerce/website integration
- Requires to use the software vendors shopping cart
- Website orders created and posted in the POS system instantly
- Website orders created and posted with an automatic polling system
- Website order notification
- Inventory relieved upon online order fulfillment
- Allows selection of products to be displayed on the website directly from the inventory module
- Real-time stock availability updates on the website
- Stock availability updates with an automatic polling system
- Automatic customer email notification for back orders, stock availability and shipping information
- Defined shipping rates
- Support back orders and partial shipments
- Allow returns to be processed from the website

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

VI. Proposal Requirements

A. Submission of Proposal

Each proposer shall submit its proposal(s) in the number, form, and manner, and by the date and time and at the location required in the section above.

1. Each Proposer shall provide all information requested in this Request for Proposal. The proposer must organize its proposal package to address each of the elements in this RFP in the order listed in Section Proposal Contents. The proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.
2. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-re-usable materials. Materials should be in a format permitting easy

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removal and recycling of paper. A proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.

3. If you find discrepancies or omissions in this RFP or if the intended meaning of any part of this RFP is unclear or in doubt, send a written request for clarification or interpretation to:

Faranak Arab
Division of Information Technology & Services, 4th Floor
City of Cleveland, Department of Finance
205 W. Saint Clair
Cleveland, OH 44113

Written questions should be submitted no later than October 11th, 2016. Requests for clarification or interpretation may be submitted via e-mail to Farab@city.cleveland.oh.us .

B. The City's Rights and Requirements

1. The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
2. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.

3. Proposal as a Public Record

Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal may be considered a public record which, if properly requested, the City must make available to the requester for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page – but only that page – of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the

proposal. Blanket marking of the entire proposal as “proprietary” or “trade secret” will not protect an entire proposal and is not acceptable.

4. Term of Proposal’s Effectiveness

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

5. Execution of a Contract

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

6. Short-listing

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

7. Proposer’s Familiarity with RFP; Responsibility for Proposal

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

8. Interpretation

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

C. Anticipated Proposal Processing

The City of Cleveland, Department of Finance anticipates it will - but neither promises nor is obligated to - process proposals received according to the following schedule:

Event	Date/Deadlines
Issue Request For Proposals	Friday September 30, 2016
Pre-proposal Conference	Friday October 7, 2016
Deadline for Submitting Questions	Tuesday October 11, 2016
Deadline for Submitting Proposal	Monday October 17, 2016
Oral Presentations	TBD

Qualification for Proposal

- A. Each prime Proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a proposal. If proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each proposer must:
1. Provide evidence that it has a minimum of 5 continuous years of experience in providing and implementing the required services and deliverables described in this RFP.
 2. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
 3. Possess or demonstrate it qualifies for all applicable licenses, certificates, permits, or other authorizations required by any governmental authority, including the City, having jurisdiction over the operations of the successful proposer and the proposed services.
 4. Submit with its proposal at least three (3) written, verifiable, references dated within the last three months from clients for which the proposer has rendered services substantially similar to those sought by this RFP, and recommending proposer for selection for such services.

VII. Proposal Contents

Each proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized so as to facilitate its evaluation.

A. Cover Letter

The cover letter shall identify and introduce the Proposer and provide other general information about Proposer's business organization including, at least, in one or more attachments or in the Proposal, Proposer's name, principal address, federal ID number, telephone and facsimile numbers, and e-mail address.

If a corporation, provide the state of incorporation, and the full name, title, and experience of each high level corporate officer. If the Proposer is not an Ohio corporation, please state whether or not the Proposer is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation must provide evidence, prior to execution of a contract, that is qualified to do business in the State of Ohio or it must register with the Ohio Secretary of State.

If the Proposer is a sole proprietorship, state the name of the proprietor doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or passive; state each partner's experience and the proportionate share of the business owned by each partner.

If a joint venture, state the name of each firm participating in the joint venture and each principal officer of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner.

B. Executive Summary

The Executive Summary should provide a complete and concise summary of Proposer's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The Executive Summary should briefly state why Proposer is the best candidate for the engagement. The Summary should be organized so it can serve as a stand-alone summary apart from the remainder of the proposal.

C. Exceptions

Proposer shall itemize any exceptions it has to the RFP. If it has no exceptions to or deviations from any part of this RFP, it shall so state on an "Exceptions" page. If no deviations or exceptions are identified, Proposer understands that if the City accepts the Proposer's proposal, it must comply with and conform to all of the requirements of the RFP.

D. Qualifications

In the Qualifications section, each Proposer should state in detail its qualifications, and experience, and how its services and/or products are unique and best suited to meet the requirements and intent of this RFP. Proposer may include as much information as needed to differentiate its services and product(s) from other Proposers.

At a minimum, please include the following:

1. How Proposer meets or exceeds the qualifications;
2. A description of the nature of the firm's experience in providing the service(s) and/or product(s) sought by this RFP and state the number of persons currently employed for such purpose;
3. The total number of such engagements and the clients comparable to the City for which the firm has provided like or similar services within the last five (5) years;
4. The names and addresses of at least three (3) references for the firm's professional capabilities. Include the name, e-mail address, and telephone number of a contact person.

E. **Proposed Services**

1. Proposer shall describe in detail how Proposer's management and operating plan for delivery of the services for the engagement or project will achieve the intent and goal(s) of the RFP. In its response to this sub-section, Proposer shall provide or describe:
 - a. An organizational chart specific for the proposed engagement or project;
 - b. Resumes of key management personnel;
 - c. An operational plan describing in detail how Proposer will achieve the intent and purpose(s) of the engagement or project;
 - d. If applicable, a detailed description of the professional services/training to be provided;
 - e. Project management tools to be used in implementation;
2. **Environmental Sustainability**

Describe how the proposed services/project/solution incorporate environmental sustainability

F. **Fee Proposal**

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

G. **Additional Required Documents**

Proposer shall complete, execute, and return with its proposal the following documents, blank copies of which are attached to this RFP:

1. The Office of Equal Opportunity *Notice to Bidders and Schedules*;
2. Federal *Form W-9* including Taxpayer Identification Number;
3. *Non-Competitive Bid Contract Statement for Calendar Year 2016*

VIII. Proposal Evaluations

A. Evaluation Methodology

The City department issuing this RFP will evaluate each proposal submitted. The department will present its recommendations to the City Board of Control (“Board”). The Board may, but shall not be obligated to, entertain formal presentations. The Board may approve one or more contracts to one or more firms. The City will only consider proposals that are received on or before the proposal submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a “best and final offer” from Proposers meeting the minimum requirements.

B. Scoring of Proposals

The City will score each Proposal in each of the following

- Adherence to RFP submission requirements
- Categories described in APPENDIX A.
- Qualifications and specific expertise
- Proven track record; previous relevant experience
- Proposal meets performance requirements as stated in the RFP
- Fee structure
- Green procurement
- References
- Customer service/support
- Security
- Contractual terms

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

C. Disqualification of a Proposer/Proposal

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

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying

from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

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

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

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

IX. Appendices

APPENDIX A: Hardware and Software Requirement

APPENDIX B: Price Schedule Sheet

APPENDIX C: City of Cleveland Contract Compliance Forms

APPENDIX A - Hardware and Software Requirement

Description	Yes	No
General		
All-in-one Point of Sales (POS) system.		
Ease of setup and use out of the box.		
Easy-to-use sign off/on process.		
Conduct regular transactions and accept all kinds of payments		
Safeguard customer's data with the latest in security technology including data tokenization and encryption.		
Compatible with different merchant should CoC decide to stay with the current merchant provider (Key Bank).		
No credit card or customer information is stored on the devices or displayed on receipt		
24/7 Customer service		
Export reports to an excel spreadsheet		
PCI compatible Network fail safe (keep entering cash sales information at the register while network is down)		
Wi-Fi /IP mobile connectivity options		
Track inventory or employee timecards.		
Barcode system		
Provide powerful tools and advanced reporting capabilities for centralized and remote management of the POS system.		
Use industry standard, non-proprietary equipment, including PC or tablet		
Supports multiple user networking.		
POS		
Integrated credit card processing/authorization		
Supports Multiple Tenders (Cash, Visa, Discover, Money Order, check, Store Credit, Gift Certificate, etc.)		
Allow user definable tenders		
Allow split tender capability on invoice		
Search for items by SKU		
Search for items by model		
Search for items by description		
Display item availability/stock level		
Display item order date		
Display item description		
Display serial numbers		
Display item picture		

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Scan bar codes at POS		
Issue discounts and change prices by line item or entire invoice		
Issue store credits		
Issue discounts and change prices by a certain percent or dollar amount		
Issues discounts by redemption items (coupons, rebates, etc.) for tracking promotions		
Flag or display a message when discount is below cost		
Require management review when price is below cost		
Override automated discount (with appropriate user rights)		
Specify sales person		
Specify more than one sales person		
Issue a refund at the POS		
Print cash receipts		
Customize receipts and invoices by adding a logo		
Record lost sales from POS		
User definable keyboard shortcuts (Does not require mouse)		
Inventory Management		
Store and view item number information		
Store and view description information		
Allow user defined fields for each item		
Store and view a bar code number		
Assign and view a category for each item		
Track items by serial number if applicable		
Allows multiple serial numbers per item		
Search for inventory items by product line, item number, serial number, and description		
Automatically compute min-max inventory level based on sales history		
View usage history for each item		
Unlimited associated items or aliases		
Track offline inventory (items not for sale		
Manual update of inventory quantities with proper approval		
Allocation of inventory at time of sales		
Audit trail of inventory adjustments for reporting		
Inventory reporting		
Pricing		
Assign a different price level at the POS (Senior price, school discount, etc)		
Assign, calculate and display sales tax based on predefined tax schedules		
Create price tables/matrixes that allow multiple pricing level		
Assign price levels based on customer type, department, category, price range,		

or region		
Set prices based on a pre-defined profit margin (Calculate price based on cost and margin)		
Allow mark down or discount merchandise with proper approval		
Audit trail of mark down, discount, and any other price adjustments for reporting		
Employee Management		
Track and manage employee information		
Record every transaction made by sales staff and supervisors		
Generate employee log reports with an audit trail		
Assign security levels to each employee		
Security		
Require management approval for the cashier to enter opening or closing amount		
Require management approval for cashier to change price at POS		
Allow item cost display at POS		
Require management approval for cashier to cash out at the closing		
Require management approval for manual discount		
Sales Reports		
Sales totals by specified time of day, week, month or year		
Sales totals for each department, category, manufacturer or supplier		
Sales totals for each rep or cashier		
Sales totals for each register		
Cash drawer reconciliation report (Breakdown totals for each drawer and account for monies started in the cash register and monies to be left for the next day in the cash register)		
Daily sales transaction details by cashier		
Number of items sold by time of day, week, month or year		
Number of items sold for each category		
Number of items sold based on top seller		
Number of items sold based on lowest seller		
Income statement report		
Inventory Reports		
On hand inventory valuation reporting by item number, product line, category, and description		
Inactive, excess or obsolete inventory repo		
Fast and Slow moving inventory report		
Inventory transactions by item number, transaction type , category, or		

description		
Inventory status by item number, SKU, and serial number		
Serial number/SKU list		
Inventory turnover		
Hardware (please indicate if provided)		
Cash drawer controlled by the POS application		
Change dispenser		
Signature capture pad		
Touch screen monitor		
Receipt printer		
Bar code scanner minimally capable of supporting Code 128, UPC-A, UPC-E, EAN-13 and EAN-8, ITF-14, and Code 39.		
Portable data terminal (PDT) for physical inventory counting		
Backup and DR		
Good to Have:		
E-Commerce/website integration		
Requires to use the software vendors shopping cart		
Website orders are created and posted in the POS system instantly		
Website orders are created and posted with an automatic polling system		
Website order notification		
Inventory relieved upon online order fulfillment		
Allows you to select products to be displayed on the website directly from the inventory module		
Real-time stock availability updates on the website		
Stock availability updates with an automatic polling system		
Automatic customer email notification for back orders, stock availability and shipping information		
Defined shipping rates		
Support back orders and partial shipments		
Allow returns to be processed from the website		

APPENDIX B - Price Schedule Sheet

HARDWARE PRICING	Quantity	Unit Price	Total Price
Cashier Terminal	1		
Touchscreen Display	1		
PC/Tablet	1		
Cash Drawer	1		
Removable Cash Tray	1		
Receipt Printer (one sided, black and white)	1		
Keyboard	1		
Mouse	1		
Credit/Debit Reade	1		
Bar Code Reader	1		
Any other devices, please list:			
MANAGEMENT AND SYSTEM PRICING			
Program Management			
System Design and Configuration			
Testing			
Training			
Installation			
Warranty			
Extended Maintenance and upgrade Contract			
Software Licenses			
Provide Backup/archive/Disaster Recovery System			
Integration cost (third party or different merchant services)			

APPENDIX C - CITY OF CLEVELAND CONTRACT COMPLIANCE FORMS

Vendors must review, complete and sign the City of Cleveland Contract Compliance Forms including:

- ☐ Office of Equal Opportunity Forms (Schedules 1-4)
- ☐ Northern Ireland Fair Employment Practices Disclosure
- ☐ Non-Competitive Bid Contract Statement
- ☐ W-9 Request for Federal Taxpayer Identification

These forms must be completed, signed and submitted as part of the Vendor's original proposal. .



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Melissa K. Burrows, Ph.D., Director
Office of Equal Opportunity

E UAL OPPORTUNITY CLAUSE

(Section 1 7.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

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

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

**City of Cleveland
Mayor's Office of Equal Opportunity**

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

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

2. Definitions:

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

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

enters into a particular Contract.

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

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

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

3. Required OEO Schedules:

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

Schedule 1: PROJECT CONTACT INFORMATION FORM

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

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

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

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

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

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

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

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

Schedule : CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

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

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

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

E ual Employment Certification:

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

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

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

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

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

5. **CSB Certification:**

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

There are two classifications of CSBs:

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

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

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

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

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

6. **CSB Contract Participation**

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

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

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

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

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

7. **MBE/FBE Certification:**

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

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

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

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

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

MBE and FBE Contract Participation

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

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

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

9. MBE/FBE Bid Discounts:

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

10. MBE/FBE Evaluation Credits:

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

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

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

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

12. CSB Bid Discounts:

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

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

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

13. CSB Evaluation Credits:

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

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

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

1 . CSB Subcontracting Bid Discounts and Additional Retainage:

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

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

15. LPE and SUBE Certification:

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

16. LPE and SUBE Bid Discounts:

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

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

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

17. LPE and SUBE Evaluation Credits:

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

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

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

18. Maximum Annual Subcontracting Program Benefit:

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

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

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

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

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

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

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

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

participation on the contract.

20. Joint Ventures:

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

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

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

22. Subcontractor Participation Compliance Monitoring

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

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

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

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

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

Community Benefit Policies:

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

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



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

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

Schedule 1: Project Contact Information Form

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

Schedule 2: Schedule of Subcontractor Participation

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

Schedule 3: Statement of Intent to Perform as a Subcontractor

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

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

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

Signature: _____ Date: _____

Bidder/Proposer Representative: _____

Title: _____



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

Project Name:	
Bidder/Proposer Name:	

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

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

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

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

Authorized Representative:			
Signature:		Date:	



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

Project Name:	
Bidder/Proposer Name:	

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



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

Subcontractor Name:	
Bidder/Proposer Name:	
Project Name:	

Subcontractor is a: ☐ CSB
☐ MBE
☐ FBE

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

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

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

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

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

RE-SUBCONTRACTING

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

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

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

Authorized Subcontractor Representative:			
Signature:		Date:	



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

Project Name:	
Bidder/Proposer Name:	

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

Section A:

Please check one of the following:

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

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

Section B:

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

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

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

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

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

Authorized Representative:			
Signature:		Date:	

Office of Equal Opportunity 2015 Submission Schedule

Monthly Subcontractor Payment Reports Certified Payroll Reports

All required Office of Equal Opportunity (OEO) monthly reporting shall be submitted via the B2Gnow Contract Compliance Monitoring System (Cleveland.DiversityCompliance.com) and the LCPtracker Certified Payroll Tracking System (www.LCPtracker.net – for Construction Contracts over \$100,000) according to the following schedule:

<u>REPORTING MONTH</u>	<u>DATE DUE</u>
DECEMBER 2014	JANUARY 21, 2015
JANUARY 2015	FEBRUARY 24, 2015
FEBRUARY 2015	MARCH 24, 2015
MARCH 2015	APRIL 21, 2015
APRIL 2015	MAY 21, 2015
MAY 2015	JUNE 23, 2015
JUNE 2015	JULY 21, 2015
JULY 2015	AUGUST 21, 2015
AUGUST 2015	SEPTEMBER 22, 2015
SEPTEMBER 2015	OCTOBER 21, 2015
OCTOBER 2015	NOVEMBER 24, 2015
NOVEMBER 2015	DECEMBER 22, 2015
DECEMBER 2015	JANUARY 21, 2016

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.



**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2016
(ALL DEPARTMENTS/OFFICES)**

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

Entity Name: _____
Entity's Mailing Address: _____

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

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

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

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

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

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

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

_____ SOLE PROPRIETORSHIP	_____ TRUST
_____ INCORPORATED PROFESSIONAL ASSOCIATION	_____ ESTATE
_____ UNINCORPORATED ASSOCIATION	_____ PARTNERSHIP
_____ LIMITED LIABILITY COMPANY	_____ JOINT VENTURE

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

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

_____ (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2014 and December 31, 2015 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

_____ (B) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2014 and December 31, 2015 that totaled in excess of \$1,000.00.

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

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

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

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

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

GO TO SECTION IV.

SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

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

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

STATE OF _____)
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 _____