



**Request for Proposal (RFP)
For
City of Cleveland, Fuel Management System**

**Issued by the Department of Finance
Division of Information Technology and Services**

Schedule of Critical Dates:

Wednesday, July 20, 2022	RFP Published on City website
Wednesday, July 27, 2022	Pre-Proposal Conference
Wednesday, August 3, 2022	Last Day to Submit Questions
Wednesday, August 10, 2022	Publish RFP Addendum
Wednesday, August 17, 2022	Proposal Submission Deadline

LATE PROPOSALS WILL NOT BE ACCEPTED

Pre-Proposal Conference

A virtual pre-proposal conference will be held on **Wednesday, July 27, 2022, at 1:00 p.m. EST**. Interested parties may ask questions or seek clarification pertaining to this Request for Proposals (RFP) and the services desired. For security reasons, those planning to attend the pre-proposal conference must register by e-mail to **its-pmo@clevelandohio.gov**. When registering, it will be necessary to provide the names of all attendees. Interested parties also have the option of participating via teleconference. Details of the teleconference session will be sent to all registered attendees.

Addendum to the RFP

The last day for submission of questions with regards to the RFP is Wednesday, August 3, 2022, at 5:00pm EST. An addendum to the RFP will be published on the City's website on Wednesday, August 10, 2022.

Submitting Proposals

Each firm must submit their technical proposal and fee proposal in PDF format via email separately in two different emails to **its-pmo@clevelandohio.gov** **no later than 5:00 p.m. EST on Wednesday, August 17, 2022.** No proposals will be accepted after that date and time unless the City extends the deadline by a written addendum.

The technical proposals and fee proposals should be packaged in separate sealed envelopes, marked appropriately on the outside and, if possible, enclosed in one package. These may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as:

Proposal: Fuel Management System Solution
City of Cleveland
Department of Public Works
Attn: **its-pmo@clevelandohio.gov** (Scott Pape, Project Manager)
205 W. St. Clair, 4th Flr.
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 sole discretion of the City, to be in the City's best interests. The City may modify or amend any provision of this notice or the RFP at any time.

TABLE OF CONTENTS

1. INTRODUCTION AND OVERVIEW	4
2. REQUESTED SCOPE OF SERVICES.....	6
3. MINIMUM TECHNICAL AND FUNCTIONAL REQUIREMENTS.....	8
5. GENERAL VENDOR REQUIREMENTS	22
6. PROPOSAL EVALUATION AND SELECTION	23
7. AGREEMENT PROCESS	24
8. TERMS AND CONDITIONS	25
9. EQUAL OPPORTUNITY REQUIREMENTS.	28
10. CONSTRUCTION OF AGREEMENT:.....	30
11. ATTACHMENTS.....	31
Attachment “A” Equal Opportunity Clause.....	31
Attachment “B” Definitions per A-87:	32
Attachment “C”, Forms	34
Attachment “D”, Proposal Checklist	35
Attachment “E” – Vendor Background Information	36
Attachment “F” – Vendor Client References	38
Attachment “G” – Functional Requirements, Technical Requirements, Training	40
Appendix G – Technical Requirements.....	64
Attachment “H”– Vendor Fee Proposal	71
<i>VENDOR FEE TEMPLATE 1: PROFESSIONAL SERVICES</i>	72
<i>VENDOR FEE TEMPLATE 2: SOFTWARE LICENSING COST</i>	72
<i>VENDOR FEE TEMPLATE 3: EQUIPMENT COSTS</i>	73
12. NOTICE TO BIDDERS AND OEO SCHEDULES	75
Schedule 1: Project Contact Information Form	90
Schedule 2: Schedule of Subcontractor Participation.....	91
Schedule 2b: Schedule Of Subcontractor Participation-Additional Subcontractor Form	92
Schedule 3: Statement Of Intent To Perform As A Subcontractor.....	93
Schedule 4: Csb/Mbe/Fbe Subcontractor Unavailability/Impracticality Certification.....	94
13. ON-COMPETITIVE BID CONTRACT STATEMENT FOR CALENDAR YEAR 2022 (ALL DEPARTMENTS/OFFICES)	Error! Bookmark not defined.
11. NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE	99

1. INTRODUCTION AND OVERVIEW

The City of Cleveland, through its Director of Public Works, is soliciting proposals from qualified firms interested in:

1. Providing dispenser hardware and installation services for a comprehensive citywide fueling system
2. Providing proximity cards and card readers that communicate with fuel system hardware
3. Providing a single, web-based, interoperable fuel management system software that integrates with fueling system hardware, card readers, and has the capacity to integrate with other city-owned software systems.

The Department of Public Works is the home of the Division of Motor Vehicle Maintenance. The Division of Motor Vehicle Maintenance is an internal service fund that is responsible for the City of Cleveland's vehicle and equipment fleet.

The major responsibilities of the Division of Motor Vehicle Maintenance are:

1. To purchase and maintain the City of Cleveland's vehicles and specialized equipment
2. Provide and maintain the City's fleet with 27 locations for fuel dispensing. This includes delivery by tanker.
3. Oversee all City of Cleveland standby generators
4. Provide ongoing preventive maintenance
5. Perform emergency and routine repairs
6. Provide and perform vehicle and equipment towing services
7. Provide and perform full-service auto and truck body repair, collision repair and painting
8. Provide new vehicle preparation which includes vehicle intake, up-fitting, decaling and coordination of radio and specialized communication equipment installation.
9. Coordinate new vehicle in service training.
10. Maintain in-house training center providing ongoing technician maintenance training.
11. Provides gasoline and diesel fuel to all City of Cleveland vehicles and equipment.

The City currently manages fuel using the E.J. Ward Fuel system; the system is comprised of hardware components (including card readers, modems, and other ancillary equipment) that communicate with a client server-based software system. Fuel dispenser hardware is found at 27 fueling stations throughout the City; this hardware was purchased separately from the E.J. Ward system. Each fueling location uses modems to communicate with the E.J. Ward data server. Additionally, satellite readers are used at three (3) locations throughout the City. Finally, the City will be adding four (4) Diesel Exhaust Fluid (DEF) dispensers. The chart below shows the locations of specific fueling and card reader hardware; all locations are equipped with fueling dispenser hardware.

Table 1: Locations of specific fueling and card reader hardware

(All locations are equipped with fueling dispenser hardware.)

SITE	ADDRESS	DEF location	Prox Reader	Satellite Reader	Fuel Disp
BURKE AIRPORT	1501 N MARGINAL RD		1		1
CPP E. 140 TH	743 E. 140TH ST		1		1
CPP W. 41	2490 WEST 41ST ST		1		1
CROWN PUMP	955 CLAGUE RD		1		
EAST 65 TH	2301 EAST 65TH	1	1		
ENGINE #10	1935 EAST 101 ST		1		
ENGINE #13	4950 BROADWAY		1		
ENGINE #20	3765 PEARL RD		1		
ENGINE #30	10225 ST CLAIR AVE		1		
ENGINE #41	3090 EAST 116TH		1		
ENGINE #43	4525 ROCKY RIVER DR		1		1
GLENVILLE YARD	10801 LEUER AVE		1		1
HIGHLAND PARK	22100 CHAGRIN BLVD		1		
HUMPHREY PARK	E 156TH DAMON		1		
JOHNSTON PKWY	4701 JOHNSTON PKWY		1		
NOTTINGHAM WATER	1300 CHARDON		1		2
PARMA WATER	5853 DEERING RD		1		1
POLICE 1 ST	3895 W. 130TH		1		
POLICE 2 ND	3841 FULTON RD		1		
POLICE 4 TH	9333 KINSMAN RD		1		
POLICE 5TH	881 E. 152ND		1		
TRANSFER STATION	3727 RIDGE RD	1	1	1	
STAMPS	4150 S. MARGINAL RD	1	1		
STRONGSVILLE WATER	18640 PEARL RD		1		1
TWINSBURG WATER	8021 BAVARIA RD		1		1
DOBBINS	3000 WOODHILL		1	1	
WATER DEPT	4600 HARVARD	1	1	2	

2. REQUESTED SCOPE OF SERVICES

Project Description – The current fueling system (hardware and software) is quickly becoming obsolete and consequently costly to manage. The City is seeking a proposer that will:

1. Provide replacement fuel dispensers at listed fueling locations
2. Provide new DEF dispenser units at listed locations
3. Provide new and replace existing card readers with proximity card readers
4. Provide a customizable, comprehensive, web-based fuel management system software that
 - Accounts for all fuel related activity,
 - Communicates with fuel dispensers, DEF dispensing hardware, and proximity card readers,
 - Collects data from all dispenser hardware, card readers and any other sources as required by the City
 - Allows for the management of all collected data including
 - Secures data and allows controlled access to all information
 - Contains standard and custom reporting features
 - Interacts with other city-owned software systems.

The City defines the fueling system as all hardware and software involved in fuel management; this includes, but is not limited to, fuel dispenser hardware, fuel dispenser controllers, card reader hardware, proximity cards, DEF dispenser hardware, dispenser and card reader firmware, communication modems, communication satellites, and fuel system management software. **Because the City of Cleveland operates its current fuel system during the implementation of the new system, the proposer is required to follow standard project management protocol with the City including holding a kick-off meeting, providing the City with frequent progress reporting, scheduling status update meetings with the City, and adhering to proper closing procedures. The proposer is required to convert the data from the legacy fuel management system to the new fuel management system.**

a.) Basis of Design

Where a specific manufacturer or product is identified as the Basis of Design or listed in a list of acceptable manufacturers, the overall project design is based on the identified manufacturer or product. If the Contractor elects to utilize a manufacturer or product which differs from the identified Basis of Design, the Contractor shall bear all efforts and cost of any design changes necessary in order to achieve finished work which is equal in character, performance, and quality to the original design depicted in the Contract Documents. Such changes shall include, but not necessarily be limited to changes to ratings and/or features of other equipment, changes to material sizes and or types, new material and/or equipment, and changes to structural and /or architectural features.

b.) Fuel System Components

The following are considered components of the comprehensive fuel system

- Fuel Dispenser Hardware
- DEF Dispenser Hardware
- Proximity Card Reader & Cards
- Fuel Management System Software

The most responsive proposer will provide and install a comprehensive turnkey system from a qualified vendor(s) that meets or exceeds the minimum system and component specifications listed below. Additionally, the proposer must describe hardware, software, and installation services on a “site by site” basis using the locations listed earlier in this RFP in Table 1. **The proposer is expected to anticipate and account for all contingencies that may be encountered during installation. The proposer is required to convert the data from the legacy fuel management system to the new fuel management system.**

3. MINIMUM TECHNICAL AND FUNCTIONAL REQUIREMENTS

1. Fuel Dispenser Hardware

The existing dispensers listed for replacement must be removed (and left on site) and the new units installed. Installation must include all piping and wires for the dispenser and must ensure that each dispenser can communicate with its respective card-reader and any other device/system that is expected to communicate with it. Any code upgrades to final piping or to electrical shall be included in the proposal fee schedule.

2. DEF Dispenser Hardware

Electrical Power must be brought to and connected to the dispensing systems and communication/connection to the proximity card-reader must be complete.

a. 500 Gallon Fleet DEF Dispensing System

System Specifications:

- All Diesel Exhaust Fluid (DEF) wetted components in this system must meet requirements of ISO 22241 for the proper handling and storage of DEF.
 - On site installation must be done in accordance with PEI/RP1100 recommended practices for the Storage and Dispensing of Diesel Exhaust Fluid
- 1) External dimensions: 48” wide x 107” high x 68” deep – includes enclosure and Fleet Dispenser mounted island oriented
 - 2) Tank
 - Sturdy structural steel base is powder coated for weather resistance and is forklift accessible. Includes anchor mounting tabs.
 - 500 Gallon High Density Linear Polyethylene single wall Tank, no bottom outlets
 - Exterior is constructed of high-performance composite Duraplate panels with high-strength steel skins thermally bonded to a high-density polyethylene core. Duraplate panels are strong, light, and highly resistant to punctures, dents, and corrosion.
 - The interior side of the Duraplate panel shall be insulated.
 - Internal fill line w/ Mechanical overfill protection, inline check valve and a 2” male stainless steel drybreak
 - Unit is efficiently heated and can handle to -22° F
 - External level gauge displays with digital readout of product volume in tank
 - External display with digital readout of product volume in tank
 - Extra tank top fitting for third-party DEF gauge such as Veeder Root probe
 - ½ hp Blue Diver polypropylene submersible DEF pump. Includes an internal bypass port to protect the motor from overheating, a check valve that both holds prime and minimizes siphoning, and a pressure relieve valve that prevents over pressurization due to thermal expansion of the DEF.
 - Electrical panel - external for landing power circuits

- Dispenser powder coated transition box with product hose & conduit, insulation & heat trace – dispenser to be mounted island oriented so hose can supply either lane that passes by the system
- Enclosure Dimensions: 48" wide x 107" high x 68" deep w/ dispenser attached, leave 2'-3' in front of dispenser NOTE: Not intended for use within 20' of a gas dispenser or tanks. Such equipment should be third-party tested and listed for such a location if used.
- Dispenser Powder Coated Transition Box & Transition Bridge with product hose, conduit & chassis
- Tank Enclosure Warranty: 1-year limited parts

3) Fleet single sided dispenser

- Base: Black powder coated galvanized steel
- Top Electronics cabinet: Gloss black powder coated galvanized steel
- Vertical side pieces: Brushed stainless steel
- Large lower access doors: Glacier white (crème) powder coated galvanized steel
- Nozzle access door: Brushed stainless steel
- R5 insulated w/ (2) fan forced 800w heaters for lower mechanical compartment
- Standard plumbing inlet is through bottom of dispenser
- SBD 100 software & one (1) LCD display (gallons) over nozzle door in electronics door panel
- Pulse output functionality
- Stainless steel filter housing with 1 micron filter cartridge
- 3/4" ball valve to control flow
- Hannay spring rewind hose reel with 22' of usable discharge hose
- Fleet Dispenser warranty: 1-year limited parts & labor
- 3/4" NPT stainless steel automatic nozzle
- 3/4" NPT stainless steel reconnectable breakaway (OPW)
- 3/4" NPT stainless steel 45 deg swivel
- Dispenser Related
- In lieu of the 3/4" Hanging Hardware noted above, could use this OPW 21GU Nozzle System or your own (tell us thread type for hose end)
- Stainless steel automatic nozzle w/ breakaway, w/o miss-filling prevention
- Mechanical Totalizer Dial & Display

4) Tank Related Alarm Systems

- Tank Monitor - allows for low & high product alarm – visual
- Dual location low temperature Audible/Visual Alarm Tank & Dispenser

3. Fuel Dispenser Specification for Fleet Remote Dispenser

Fuel dispenser specification for an enhanced capacity single remote dispenser, which is rated up to 22 GPM/83 LPM at the discharge. Designed for dispensing gasoline, including standard oxygenated blends; diesel, including biodiesel blends up to 20% (B20); and kerosene.

Features:

- Volume only, non-computer mechanical register with power reset with interlock. Electronic register is not acceptable.
- Register shall display on each side of cabinet.
- A non-resettable accumulative totalizer shall display on the front dial face.
- All register openings shall be covered with tempered or double-strength glass (plastic is unacceptable).
- The cabinet shall have all exterior panels made from galvanized steel for corrosion resistance. Side panels shall be 14-gauge minimum.
 - The finish shall be powder-coated metallic silver sides, top, bezel, and base with blue lower doors.
 - Doors shall be hinged for easy service access without having to remove panels. 18-gauge minimum and lockable.
 - A panel shall be located at the top of the cabinet on each side for product identification.
 - A hose hanger shall be provided to keep the hose off the island when not in use.
 - At a minimum one (1) positive displacement, stainless steel sleeved, two-piston meter with Teflon piston cups
 - An explosion-proof junction box shall be provided in the hydraulic cabinet to make all AC wire terminations. The junction box shall include a wire from the reset to provide a reset complete signal to an external control system.
- Minimum 1" I.D. internal piping for maximum flow performance
- A high flow internal filter with 10-micron element shall be included
- The dispenser shall be equipped with a 1" two-stage solenoid valve.
- Supply inlet shall be 1 1/2" minimum. Inlet strainer shall be able to be removed vertically to prevent spillage when cleaning.
- Discharge shall be 1" with a 3/4" reducing bushing so that either a 3/4" or 1" hose may be used.
- Nozzle boot/hook shall adjust for use with either UL interchangeable automatic nozzles or OPW 11-VF vapor recovery nozzles.
- A satellite port shall be included for connection of piping to a satellite dispenser.
- Warranty: One-year parts and labor except for the cabinet which shall be warranted against corrosion for 4 years.
- Standards/Approvals: ADA compliant user controls per ANSI A117.1; C-UL-US listed; NYCFC and W&M approvals.

Quantity, Model & Manufacturer:

- Three (3) Wayne Reliance Model /G6201D/27AGJK/W1/J – Remote Dispenser Single Hose Single Product or approved equal.
- Four (2) Wayne Reliance Model /G6202D/27AGJK/W1/J - Remote Dispenser Twin Hose Single Product or approved equal
- Four (2) Wayne Reliance Model /G6203D/27AGJK/W1/J - Remote Dispenser Twin Hose Dual Product or approved equal.

- One (1) Wayne Reliance Model 6201P/27AGJK/W1/J— Suction Pump Single Hose Single Product or approved equal
 - Two (2) Wayne Reliance Model 6203P/27AGJK/W1/J -- Suction Pump Twin Hose Dual Product or approved equal
- Bidder shall include all hanging hardware that is typically required for operation of a fuel dispenser. This includes fuel hoses, automatic nozzles, breakaways, and swivels.

4. Proximity Card Reader, Cards & Fuel Management System

The existing card controllers are to be removed and left on site and the new proximity card-reader systems installed in its place. All electrical work including wiring shall be upgraded, if necessary, perhaps necessitating trenching to locate conduit not corroded. The system shall consist of a multi-site proximity card management consisting of at least 27 card readers and 4 satellites capable of reading City of Cleveland proximity cards

- The system shall be manufactured using current microprocessor technology.
- The system shall be designed to offer a wide variety of operational modes and to provide maximum versatility without special programming or engineering changes.
- The system shall be easy and inexpensive to expand to adapt to the changing needs of the fuel site.
- The system shall be easy to install. It shall have a wireless option for connecting the fuel island equipment with the inside equipment to greatly reduce the installation cost.
- The system shall be of a modular design making it inexpensive to maintain.
- The system shall be capable of operating as a complete proximity card management system without requiring a PC for normal fueling operations.
- The system shall be configurable and programmable using a Windows® based software utility.
- The system shall be able to control multiple brands of dispensers with either mechanical or electronic registers.
- The system's operating software shall be stored in flash memory providing the ability to load upgrades remotely without requiring a person at the site.
- The system shall have the ability to interface with a variety of data processing equipment. The data processing equipment may be located on-site or remotely. In the remote mode, all commands and functions normally performed on-site through the local terminal shall be executable remotely via standard telephone lines using cellular modems or through an Intranet connection via Ethernet.
- The system shall be listed by Electronic Testing Labs (ETL), and shall comply with all other necessary, applicable local and national standards.
- The system shall comply with all applicable Federal Communications Commission (FCC) requirements.
- The system shall provide self-test and diagnostic utilities for start-up and troubleshooting.
- The system shall have a minimum one (1) year parts and labor warranty.
- Equipment manufacture shall be conducted in a prescribed manner controlled by an ISO 9001:2000 Certified Quality system.
- The system shall have free telephone support available directly from the factory during normal business hours.

5. Fuel Management System Software

The software must be an open, global, and common Cloud based multi-tenant platform that harnesses advanced analytics at IoT (Internet of Things) to deliver core innovative solutions for fleet site management. Your proposal must include the first annual software subscription costs, site set up fees, and startup. Proposer shall include annual software subscription cost for years 1 and 2 and beyond with proposal. The preferred software solution is the cloud based DFS DX connected platform (or approved equal), powered by Microsoft Azure IoT edge and have an open architecture platform with shared services for partner integrations. The system must allow role-based access control (RBAC) and remote user access (Azure B2C platform is preferred).

- The purpose of the system shall be to control dispensing equipment and provide accurate accounting of all fuel and related products being dispensed.
- The system shall record data for each transaction in non-volatile memory and on a USB drive and/or a dot-matrix journal printer.
- The system shall provide access by using various types of media including:
 - Magnetic stripe cards
 - Proximity cards
 - Proximity keys
 - Multi-programmable memory keys
 - And/or manual entry of numbers via the keyboard
- System shall have both proximity card (or key) reader and mag reader and keypad.

Note: All references to cards or card users in this document shall be interpreted to include any of these listed access methods.

- Access to products shall be restricted to people holding valid cards and who perform a predetermined series of data entry operations.
- An internal electronic file shall hold data for each local card authorized to use the system.
 - The internal file shall have the capability of limiting each user to a specific amount of fuel per transaction and have the capability to restrict the type of product the user may obtain
- The system shall also be able to recognize a wide range of commercially available fueling cards. When these cards are used, the system must dial via cell modem (Cleveland cellular account) to the managed cloud card authorizer for information on whether the transaction should be allowed.
- System Administrator shall be required to enter a password before gaining access to the system.
- An authorized operator shall be able to check and/or change system operating parameters, as well as card and account data.
- The configuration utility shall be Windows[®] based with on-screen "help" support for explanation of all functions. A single line command mode should also be available.
 - The configuration utility shall have the ability to save the configuration settings for one or more fueling sites. Common configuration data for all sites shall be saved in a common data base and unique site data shall be stored in individual site data bases

- Using the configuration utility, changes can be made to configuration settings in an off-line mode and downloaded to the sites once connected.

6. Card Reader Components

The system shall operate with several different models of fuel island terminals depending on the type of display desired and whether receipts are required for the users.

Shall have a graphic display, dual card readers, alpha character keypad, and/or a receipt printer.

Shall be contained in a NEMA 3R weatherproof cabinet. A pedestal for mounting the card reader shall be standard equipment.

The card reader shall include the following standard features:

- An easy-to-read, back-lit, graphics liquid crystal display to assist the user by showing instructions graphically as well as with text.
- A 12-key durable keyboard with audible (tone) and tactile feedback (keys move when pressed).
- Each card reader shall be able to accommodate the mounting of up to eight mechanical relays for dispenser control in the pedestal and be able to selectively access up to 32 hoses controlled by the fuel site controller.
- The card reader shall be equipped with two different card/key reading devices to facilitate a combination of cards and/or keys. Most any combination of the following devices shall be available:
 - Push/pull magnetic card reader
 - Proximity card/key reader
 - Multi-programmable read/write key reader
- The card reader shall be capable of being equipped with an internal receipt printer. The receipt printer shall use thermal paper and have an integral paper cutter.
- A Lexan weather shield device shall protect the readers and receipt printer from the elements.

The fuel site controller (FSC) shall have the capacity to control up to 12 card reader units. A fully expanded system shall be able to control 32 hoses simultaneously. Both mechanical and electronic pumps shall be controllable by the system.

- The communication protocol between the FSC and the card readers shall be RS-485. The maximum wiring distance between the FSC and any card reader shall be 5,000 feet.
- The FSC be installed in the FIT or available in an external version
- The FSC shall also have RS-232 communication ports for communication with the dial-out cellular modem for network authorization
- The FSC shall have an optional internal 38.4kbps modem to facilitate remote communications. The City of Cleveland shall supply cellular network component.
- The FSC shall have an internal 10Base-T Ethernet port for communication via TCP/IP over an Intranet.
- The system shall have, as standard equipment, a USB drive port for the purpose of storing a transaction backup file. The system shall be capable of utilizing an optional 5 x 9 pin dot-matrix bi-directional journal printer located near the FSC can also be utilized to make hard

copies of transaction data and reports. The printer shall be capable of operating at 180 cps (characters per second). The printer shall use standard 8½" x 11" pin-feed paper and shall be capable of printing on 1-, 2-, or 3-part paper. The system shall be capable of operation with or without the USB driver and/or the journal printer.

The system shall control mechanical pumps using Pump Control Modules (PCMs). These devices shall be located in the fuel island terminals.

A remote PCM enclosure shall be available in cases where the pump wiring is not in close proximity to the card readers. A remote enclosure shall be able to control up to 4 hoses.

The system shall control electronic dispensers by connecting a Direct Pump Control module directly to the dispenser current-loop wires, or to a distribution box provided by the dispenser manufacturer.

The system shall be able to interface to certain pump controllers for applications where transactions must be initiated either at the card reader or by an attendant via the pump controller. This interface shall be provided by means of a Universal Pump Controller (UPC).

7. Card Reader Capabilities and Features

The system shall be capable of storing the following data for each card record:

- Card Number (19 digits)
- Card Type - Single, Driver, Vehicle
- Status - Valid or Invalid
- Account Number (0 - 9999)
- Expiration Date - MM/DD/YY
- Monthly Allocation
- Daily Allocation
- Personal Identification Number PIN (0 - 6 digits)
- Current Odometer (6 digits)
- Odometer Reasonability Code (up to 15 different levels)
- Pump Restriction (up to 15 different levels)
- Quantity Restriction Level (up to 15 different levels)
- Driver Name (9 characters)
- Language Code (1 digit)

The system shall be capable of storing the following data for each account record:

- Account Number (0 - 9999)
- Status - Valid or Invalid
- Expiration Date - MM/DD/YY
- Monthly Allocation
- Daily Allocation
- Quantity Restriction Level (up to 15 different levels)
- Pump Restriction (up to 15 different levels)
- Account Name (9 characters)

a. Card/Account Record Memory Capacity

The system's card memory shall be expandable through memory upgrades to increase the number of card or account records that can be stored locally. The memory levels shall have the following capacity:

<u>Memory Level</u>	<u>Number of Card or Account Records</u>
CL4	16,000 – 64,000 (depending on configured options)

The system shall be capable of storing the following data for each transaction record:

- Sequential Transaction Number
- Transaction Termination Code (i.e., Normal, Quantity Restriction, etc.)
- Account Name
- Driver Card Number
- Vehicle Card Number (omitted for single card transactions)
- Date and Time
- Fuel Type
- Pump Number
- Quantity Dispensed
- Odometer Entry
- Misc. Keyboard Number
- Consumption Factor - Miles per Gallon
- Receipt Status - Issued/Not Issued

b. Transaction Record Memory Capacity

The system's transaction memory shall be expandable through memory upgrades to increase the number of transaction records that can be stored locally. The memory levels shall have the following transaction capacity:

<u>Memory Level</u>	<u>Number of Card Records</u>
TL5	4,000

c. Fuel Type (Product) Identification

- The System Administrator shall be able to specify and store the price and description for up to 32 products.

d. Clock/Calendar

- The system shall keep an accurate accounting time and date, even in the event of a power failure. The date and time formats shall be user selectable (i.e. 12/24 hr, MMM/DD/YYYY or DD/MMM/YYYY). The system shall be able to automatically correct for daylight savings time.
Fuel Type Restriction
- The System Administrator shall be able create a table of up to 15 combinations, or levels, of authorized products. The operator shall then be able to assign a level number to each individual user or account group.

e. Quantity Restriction

- The System Administrator shall be able to create a table of 15 quantity restriction levels. The operator shall then be able to assign a level number to each individual user or account group to limit the amount of fuel dispensed for each transaction.

- f. Open/Close**
- The system shall have the capability of being placed in either an "Open" or "Closed" mode by authorized personnel. Fueling is not allowed in the "Closed" mode.
- g. Single or Dual Card/Key Operation**
- The System Administrator shall be able to program the system for card less (manual entry via keyboard), single and/or dual card/key operation.
- h. Personal Identification Numbers (PIN)**
- The system shall have the ability to recognize and verify up to a 4digit Personal Identification Number (PIN) when entered at the Commercial Outdoor Payment Terminal. The operator shall have a choice of methods to select PINs for each individual user:
- 1) Individually program a PIN number for each user
 - 2) Automatically generate a random PIN number
- i. Validation Status**
- The system shall have the ability to allow authorized personnel to declare drivers, vehicles, or account records valid or invalid.
 - The system shall be able to automatically invalidate a card after 3 consecutive incorrect PIN entries.
- j. Pump Configuration**
- The System Administrator shall be able to program operating parameters for each of the 32 hose positions. These parameters shall include:
- Pump Number
- A pump number from 0 - 99 to be assigned to any available relay position.
- Fuel Type Number
- The Fuel Type number (1 - 16) and operator-selectable description of the product being dispensed by the pump.
- Tank Number
- The tank number (1 - 8) to be used by the inventory program.
- Quantity of Fuel per Transaction Limit.
- Total Transaction Time-Out
 - The system shall be able to monitor a total transaction time, programmable for each hose between 1 - 999 seconds (an entry of '0' shall allow unlimited time). The system shall turn off the pump if that time is exceeded.
- k. Pump Handle Time-Out**
- The system shall monitor the time between authorization and activation of the pump handle which is programmable for each hose between 1 - 999 seconds (an entry of '0' shall allow unlimited time). If the device is selected but the pump handle not activated by the user before the end of this period, the transaction shall be terminated.

- l. First Pulse Time-Out**
 - The system shall monitor the time between the activation of the pump handle and the receipt of the first pulse which is programmable for each hose between 1 - 999 seconds (an entry of '0' shall allow unlimited time). The transaction shall be terminated if that time exceeds the programmed parameter.
- m. Missing Pulse Detector (MPD) Time-Out**
 - A "Missing Pulse Detector" (MPD) shall be built into the circuit controlling each pump so that all power shall be removed from the pump if the pulses indicating fuel flow are not received at regular intervals. The length of the acceptable interval between pulses shall be programmable for each hose between 1 - 999 seconds (an entry of '0' shall allow unlimited time).
- n. Pulser Divide Rate**
 - The System Administrator shall be able to program the system to assign 1 - 9999 pulses per unit of fuel measure.
- o. Pump Deactivation Sentry**
 - The System Administrator shall be able to program the system to automatically place a pump "out of service" after 3 consecutive "zero quantity" fueling transactions occurring from that pump (zero quantity transactions may be an indication of a pump or pulser hardware failure). An "out of service", or other System Administrator defined message, pump shall be indicated on the PV200 FIT display. This feature may be disabled for a particular pump.
- p. Site Name**
 - The system shall have the provision to program a 12-character site name into memory. This is used when the system is accessed by modem.
- q. Pump and Product Totals**

The system shall have the capacity to accumulate individual pump and product totals as well as track each pump's totalizer. The System Administrator shall be able to enter an initial pump totalizer number into the system for each pump. This number will be incremented by the system when product is dispensed and can be checked against the pump's totalizer to determine the accuracy and working status of the pulser.
- r. Inventory Control**
 - The System Administrator shall be able to program into system memory up to eight tank inventory balances. The inventory balance for each product shall be reduced automatically as each fueling transaction occurs. The System Administrator shall be able to change this number to accommodate fuel deliveries. The system shall be capable of displaying, on demand, the current inventory amount for each individual tank.
- s. Manual Operation**
 - The System Administrator shall have the ability to place pumps controlled by PCM relays in a "manual" mode, allowing manual operation of the pumps (without entering a card). This can be done directly, through the programming terminal, or remotely by modem.

t. Display Prompts

- All Fuel Island Terminal display prompts shall be programmable by the System Administrator. The system shall use a set of standard default prompts at start-up.

u. Dual Language

- The system shall have the capability of storing 2 sets of Fuel Island Terminal display messages in 2 different languages or 2 separate sets of display prompts (i.e., Enter odometer: as opposed to Enter hub meter). When a card is read, the system shall display all messages in the correct language for that user.

v. Password

- The System Administrator shall be able to program an alphanumeric password that must be entered correctly to gain access to the system either directly or via phone modem. There are several levels of password access that can be employed, in accordance with PCI/PA-DSS regulations.

w. Pump Handle Monitor

- The system shall monitor the pump handle to ensure that it was turned to the "OFF" (reset) position before the pump can be reactivated. The System Administrator shall be able to disable this feature.

x. Pass-Through Port

- The system shall have the capability of passing modem communications through to another RS/232 device connected to this port.

y. Odometer Reasonability

- The system shall have the capability of checking an odometer entry against the last odometer entry plus the authorized range allowed for that vehicle. The system shall be able to either record an error or deny access to fuel for an odometer entry that is not within the correct range.

z. Messaging

- The system shall have the capability of displaying up to 100 different, operator-defined messages at the Fuel Island Terminal (and/or printed on the receipt) for specific card or account numbers. The system shall have the capability to automatically clear messages after a determined time period.

4. PROPOSAL FORMAT

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

a. Proposal Checklist

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

b. Management Letter

The Vendor must include a management letter outlining the contents of the response. Include a summary of Vendor’s prior experience with Fuel Management System implementations, and with government sector clients. An authorized representative of the firm must sign the cover letter to verify the contents of the response. The letter also must incorporate the following:

- A statement of commitment and an indication of the level of involvement of the Vendor.
- A statement that the proposed solution will meet the requirements set forth in the RFP and/or a list of exceptions to the requirements in the RFP. (Note that the City reserves the right to reject any proposal containing such exceptions, or to require modifications before acceptance.)
- A statement indicating whether proprietary information has been included in the proposal.
- A statement that the Vendor’s proposal, including proposed fixed fees for services, will remain valid for a minimum period of one hundred twenty (120) days after the proposal due date. (Note that the City reserves the right to request that the Vendor extend the period during which the proposal will remain valid.)

Note: The City reserves the right to request that the Vendor extend the period during which the proposal will remain valid.

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

c. Executive Summary

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

d. Vendor Background

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

e. Vendor Client References

Each Vendor proposing as a Primary Contractor must provide at least three references, which may be contacted concerning the Vendor’s performance implementing and deploying Route Optimization solution. Vendors should reference only clients with fully implemented projects. References should have received a product and services similar to those proposed to the City of Cleveland. The Vendor must reply to this section using the Vendor Client Reference template provided in “Attachment F” of this RFP.

f. Proposed Solution and Professional Services

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

- Understanding of the general requirements of the City of Cleveland Department of Public Works (DPW) for both the solution and the provision of professional services.
- General description of the proposed solution and specific information regarding
 - Minimum hardware, network, and operating system requirements
 - Schedule of system maintenance/new releases over the past two years for the system being proposed (including a summary of new release content, the reason for product update, impact to clients, whether optional or required)
 - Any planned or in-process modifications or enhancements to the system being proposed over the next 12 months, including the expected date of release
 - Proposed post-implementation system support and/or available support options
 - Availability of a formal user's group for the product, regularly scheduled meetings to communicate with customers, e-publications or e-bulletin board
- Proposed project organization and structure, including an organization chart with areas of responsibility
- Proposed installation support services the Vendor will provide
- Proposed project management services the Vendor will provide
- Proposed high-level implementation plan, including
 - Milestones and major tasks
 - High-level schedule for completion
 - A "generic" implementation plan template in Microsoft Project
- Proposed testing strategy to verify performance and compatibility with City's environment
- Proposed training plan (technical, end-user, system administrator) with a description of course materials and reference information provided for each type of training
- Proposed plan for stakeholder communication
- Deliverables to be provided

g. Proposed Project Resources and Staffing

For this section, the Vendor must define the resources, and the type and level of service to be provided by the resources to satisfy the City's requirements concerning implementing and deploying a Practice Management Solution. At minimum, the Vendor must define:

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

The proposed project staffing must include all key staff (i.e., those persons dedicated for at least 50% of their time) to be assigned to this project. The staffing plan should show all proposed individuals, including their major areas of responsibility during the project, and percent of the time to be dedicated to the project.

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

- Experience with the Vendor
- Experience with projects related to the implementation

- Experience with projects similar in size and scope to this project
- Experience with Public Works sector projects

Description of experience must include specific responsibilities and a number of years. If project management responsibilities are assigned to more than one individual during the project, resumes must be provided for each person. Each project referenced in a resume should include the customer's name, customer reference (including current telephone number) and dates/duration of the project, as well as a very brief project description.

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

h. Response to Functional Requirements

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

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

i. Vendor Relationships and Agreements

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

j. Fee Proposal Format

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

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

NOTE: The fee proposal is to be submitted **in a separate email**. Failure of the Vendor to meet the requirements for submission of the fee proposal may result in disqualification of the proposal in its entirety.

5. GENERAL VENDOR REQUIREMENTS

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

Project Communication

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

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

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

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

Commitment to Best Practices

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

Contract Compliance Forms

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

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

Additional Information

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

6. PROPOSAL EVALUATION AND SELECTION

Basis for Award

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

- A. Quality, thoroughness, and clarity of the proposal
- B. How well the submitted package meets the City's needs
- C. Qualifications, capabilities, and experience of the firm and staff
- D. Vendor references
- E. Advantages and disadvantages to the City, which could result from the proposal.
- F. Implementation strategy, project management, and commitment to a successful project
- G. Equal opportunity, MBE/FBE factor
- H. Price

Round 1 – Procedural Compliance/Documentation Quality Assurance/ Functional Requirements Review

The purpose of this phase of the evaluation is to verify that the vendor has complied with the following stipulations and acceptance criteria:

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

Proposals that meet the acceptance criteria may progress to the next step in the evaluation process- Round 2- **Proposal Evaluation and Scoring.** Failure by the vendor to comply with the instructions provided or to submit a complete proposal may render a proposal not qualified for the award, except that the City reserves the right to waive minor irregularities. The City may also, solely at its discretion, choose to notify a vendor of deficiencies in its response to the RFP and allow for remediation of such deficiencies.

Round 2 - Proposal Evaluation and Scoring-Minimum Score -75%

The second round of evaluation, which is the Proposal Evaluation and Scoring, will be based on the following criteria:

- Vendor Profile/Qualifications Information
- Scope, Proposed Services, and Solution.
- Training and Support Services

Round 3- Vendor Product Demonstration and Oral Interview –Minimum Score 75%

Qualified vendors from Round 2 may be invited to conduct a product demonstration for the City of Cleveland. Demonstrations, not to exceed two hours, will be scheduled by the PMO with each of the finalists within one week of selection. Detailed instructions on the demonstration requirements and the content will be provided at that time.

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

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

7. AGREEMENT PROCESS

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

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

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

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

8. TERMS AND CONDITIONS

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

Term

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

Cancellation

This agreement may be canceled by the City at any time upon written notice to the Consultant.

Independent Contractor

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

Equal Opportunity, MBE/FBE

The Consultant shall comply with all terms, conditions, and requirements imposed on a “Contractor” in the *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, (Attachment F) and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, “treated” means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of Contractors setting forth the provisions of this nondiscrimination clause.

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

Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor’s recruitment, selection, and advancement processes. The forms can be found at: [City of Cleveland OEO Forms](#)

Cleveland Area Business Code

During performance of this contract, Consultant shall comply with any and all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 and 187a. of the Codified Ordinances of Cleveland, Ohio, 1976 (“C.O.”), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are

incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. There is no subcontractor participation goal for this contract.

Subcontracts and Assignments

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

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

Assignment

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

Confidentiality

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

Compliance with Laws and Policies

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

Indemnification and Insurance

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

State Industrial Compensation

Consultant shall be always required during the term of this Agreement, if required by law, to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save the City harmless from all liability from or under said act. Consultant shall also furnish, if applicable, upon the request of the City, a copy of the official certificate or receipt showing the payments referred to herein.

Social Security Act

Consultant shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or hereafter imposed under

any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials and said Consultant also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefore.

Interest of Consultant

Consultant covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Consultant further covenants that no person having any such interest shall be employed in the performance of this Agreement.

Defaults and Remedies

1. Consultant shall be in default of this Agreement upon the happening of any of the following events:
 - a. Consultant fails to observe or perform any of the covenants or agreements to be observed or performed by it hereunder and such failure continues for a period of five (5) days after written notice thereof is given to the Consultant by the City.
 - b. The filing, execution, or occurrence of: (i) a petition or other proceeding by, or a finding against, Consultant for its dissolution, reorganization, or liquidation; (ii) a petition in bankruptcy by consultant; (iii) an adjudication of consultant as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors.
 - c. Consultant abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike, or other calamity beyond its control.
2. Upon the happening of any one or more of the events as set forth in Paragraph A of this Article, or upon any other default or breach of this Agreement, the Finance Director may, at her option, exercise concurrently or successively any one or more of the following rights and remedies:
 - a. Enjoin any breach or threatened breach by consultant of any covenants, agreements, terms provisions or conditions hereof.
 - b. Sue for the performance of any obligation, promise or agreement devolving upon consultant for performance or for damages for the nonperformance thereof, all without terminating this Agreement.
 - c. Terminate this Agreement.
3. All rights and remedies granted to the City herein and any other rights and remedies that the City may have at law and in equity are hereby declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled.

9. EQUAL OPPORTUNITY REQUIREMENTS.

During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 (“C.O.”), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFQ by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor’s:

1. Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement.
2. Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (the “OEO”) or the contracting department.
3. Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor’s compliance; and
4. Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g., 25% completion, 50% completion, 75% completion).
5. **Failure to Comply.** When determining the contractor’s future eligibility for a City contract, the City shall consider a contractor’s failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.
6. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub consultants that are certified by the Mayor’s Office of Equal Opportunity (the “OEO”) in its proposal.
 - a. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business (“CSB”) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFQ.
 - b. To document its good-faith effort to utilize certified MBE, FBE and CSB sub consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer’s proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer’s good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal, and they will be forwarded to the City’s Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

- c. Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at www.city.cleveland.oh.us. On the home page, select "Office of Equal Opportunity" from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for "CSB/MBE/FBE Registry". Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.
- d. The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.
- e. The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the OEO *Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.
- f. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status.
- g. 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.
- h. Within 60 calendar days after entering a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.

10. CONSTRUCTION OF AGREEMENT:

- A. The validity, interpretation, construction, and performance of this Agreement shall be in accordance with the laws of the State of Ohio.
- B. This Agreement and the agreement between the City of Cleveland sets forth the entire understanding of the parties and supersedes all prior agreements, arrangements, and understandings, oral or written, of any nature whatsoever between the parties regarding the subject matter hereof. The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or any other term of this Agreement.
- C. No modifications or amendments to this Agreement will be valid unless in writing and signed by each of the parties hereto.
- D. All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed, and construed to include any other number, singular or plural, and any other gender, masculine or feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words have been fully and properly written in the number and gender.
- E. Consultant agrees that no representation or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein.
- F. The headings of sections and paragraphs to the extent used herein are used for reference only, and in no way define, limit, or describe the scope or intent of any provisions hereof.
- G. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute one and the same instrument.
- H. The following documents attached hereto are hereby incorporated with and made a part of this Agreement:
 - 1. Attachment "A", Equal Opportunity Clause.
 - 2. Attachment "B", Definitions.
 - 3. Attachment "C", Forms.
 - 4. Attachment "D", Proposal Checklist.
 - 5. Attachment "E", Vendor Background Information
 - 6. Attachment "F", Vendor Client References
 - 7. Attachment "G", Functional Requirements
 - 8. Attachment "H", Vendor Fee Proposal

11. ATTACHMENTS

Attachment “A” Equal Opportunity Clause **EQUAL OPPORTUNITY CLAUSE**

(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

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

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

Attachment “B” Definitions per A-87:

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

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

Attachment “C”, Forms

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

Attachment “D”, Proposal Checklist

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

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

Attachment “E” – Vendor Background Information

Information Requested		Vendor Response, Comments, or Explanation
OVERVIEW		
1	Vendor Name	
2	Address	
3	Telephone Number	
4	Contact Person	
5	E-Mail Address	
6	Parent Company (If Applicable)	
7	Address	
8	Telephone Number	
9	Provide information about any local branch offices or support centers that might serve an account in Cleveland, OH, including number of employee and type of services provided	
10	Provide name of each principal	
11	Provide the year the company was established and any former firm names	
13	Provide the type of company (public or private)	
14	Provide the financial statements and annual report for past 3 years	
15	Provide the state and type of incorporation	
16	Provide the number of years the company has engaged in Project type system implementation	
17	Provide information on related services offered by the company	
PERSONNEL		
18	Provide the total number of FTEs in the company	
19	Provide the total number of FTEs that engage in Customer Support	
20	Provide the total number of FTEs that engage in Project Management	
21	Provide the total number of FTEs that engage in System Implementation and Rollout	
22	Provide average years of experience of professional staff	
23	Estimated number of resources that would be dedicated to the City for the duration of the project	
24	Number of projects currently being undertaken by company	
IMPLEMENTATION HISTORY		
25	Number of years' experience the company has in system implementation	
26	Number of Public Sector/Municipal clients (specify clients)	
27	Number of clients in the Greater Cleveland area (specify clients)	
28	Number of clients currently using system proposed for the City	
29	Implementation projects the Vendor has completed successfully within the past five years (include duration, completion date and accuracy of cost estimate for each)	

Information Requested		Vendor Response, Comments, or Explanation
30	Public Sector Project implementation projects the Vendor has completed successfully within the past five years (include duration, completion date and accuracy of cost estimate for each)	
31	Project implementation projects the Vendor has undertaken, but not completed within the past five years (include reason project was not completed)	
<i>PENDING LITIGATION</i>		
32	Number of Pending Litigations that the company has had in the past five years. Please attach a separate document with the details of each situation (client name, date, and description/cause)	
33	Number of situations where the company has been subject to Liquidated Damages in the past five years. Please attach a separate document with the details of each situation (client name, imposed amount, imposed date, collected amount, date collected, description/cause)	

Attachment “F” – Vendor Client References

VENDOR CLIENT REFERENCE #1	
Information Requested	Vendor Response, Comments or Explanation
Proposing Vendor Name	
Reference Company/Organization Name	
Reference Address	
Reference Contact Name	
Contact’s Position	
Contact’s Telephone Number	
Type of Company/Organization (Industry)	
Number of Employees	
Professional Services Performed	
Sub-contractors used	
Identify any Vendor Staff that worked on this reference company's project, that are proposed for the project	
Original Cost Estimates	
Actual Final Costs	
Comments	

VENDOR CLIENT REFERENCE #2

Information Requested	Vendor Response, Comments or Explanation
Proposing Vendor Name	
Reference Company/Organization Name	
Reference Address	
Reference Contact Name	
Contact’s Position	
Contact’s Telephone Number	
Type of Company/Organization (Industry)	
Number of Employees	
Professional Services Performed	
Sub-contractors used	
Identify any Vendor Staff that worked on this reference company's project, that are proposed for the project	
Original Cost Estimates	
Actual Final Costs	
Comments	

VENDOR CLIENT REFERENCE #3

Information Requested	Vendor Response, Comments or Explanation
Proposing Vendor Name	
Reference Company/Organization Name	
Reference Address	
Reference Contact Name	
Contact's Position	
Contact's Telephone Number	
Type of Company/Organization (Industry)	
Number of Employees	
Professional Services Performed	
Sub-contractors used	
Identify any Vendor Staff that worked on this reference company's project, that are proposed for the project	
Original Cost Estimates	
Actual Final Costs	
Comments	

Attachment “G” – Functional Requirements, Technical Requirements, Training

Functional Requirements

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

Response Code	Definition
Y = Yes	Requirement can be implemented “out of box” without customizations or modifications to the existing application
N =No	Requirement will not be implemented
Cu = Customization	Requirement can be met by changing existing software or through use of software tools (NOTE: In Comments column, describe the customization and the estimated level of complexity – High, Medium, or Low)
F = Future	Requirement will be met by packaged software currently under development, in Beta test, or not yet released (NOTE: In Comments column, indicate expected release date and any anticipated additional cost)
3 = 3 rd Party	Requirement will be met by 3 rd party software package that is included in this proposal (NOTE: In Comments column, indicate name of proposed 3 rd party software package and proposed interface/integration services)
Co = Configuration	Requirement can be met through changes to setting of tables, switches, and rules without modification to source code (NOTE: In Comments, describe any changes to “out of box” workflow functionality)

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F1	Provide replacement fuel dispensers at listed fueling locations							
F2	Provide new DEF dispenser units at listed locations							
F3	Provide new and replace existing card readers with proximity card readers							
F4	Provide a customizable, comprehensive, web-based fuel management system software that:	-	-	-	-	-	-	
F4-a	• Accounts for all fuel related activity,							
F4-b	• Communicates with fuel dispensers, DEF dispensing hardware, and proximity card readers,							
F4-c	• Collects data from all dispenser hardware, card readers and any other sources as required by the City							
F4-d	• Allows for the management of all collected data including							
F4-e	• Secures data and allows controlled access to all information							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F4-f	<ul style="list-style-type: none"> Contains standard and custom reporting features 							
F4-g	<ul style="list-style-type: none"> Interacts with other city-owned software systems. 							
F5	Fuel Dispenser Hardware The existing dispensers listed for replacement must be removed (and left on site) and the new units installed. Installation must include all piping and wires for the dispenser and must ensure that each dispenser can communicate with its respective card-reader and any other device/system that is expected to communicate with it. Any code upgrades to final piping or to electrical shall be included in the proposal fee schedule.							
F6	DEF Dispenser Hardware Electrical Power must be brought to and connected to the dispensing systems and communication/connection to the proximity card-reader must be complete.							
F7	500 Gallon Fleet DEF Dispensing System System Specifications:	-	-	-	-	-	-	-
F7-a	<ul style="list-style-type: none"> All Diesel Exhaust Fluid (DEF) wetted components in this system must meet requirements of ISO 22241 for the proper handling and storage of DEF. 							
F7-b	<ul style="list-style-type: none"> On site installation must be done in accordance with PEI/RP1100 recommended practices for the Storage and Dispensing of Diesel Exhaust Fluid 							
F7-c	<ul style="list-style-type: none"> External dimensions: 48" wide x 107" high x 68" deep – includes enclosure and Fleet Dispenser mounted island oriented 							
F7-d	Tank: <ul style="list-style-type: none"> Sturdy structural steel base is powder coated for weather resistance and is forklift accessible. Includes anchor mounting tabs. 							
F7-e	Tank: <ul style="list-style-type: none"> 500 Gallon High Density Linear Polyethylene single wall Tank, no bottom outlets 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F7-f	Tank: <ul style="list-style-type: none"> Exterior is constructed of high-performance composite Duraplate panels with high-strength steel skins thermally bonded to a high-density polyethylene core. Duraplate panels are strong, light, and highly resistant to punctures, dents, and corrosion. 							
F7-g	Tank: <ul style="list-style-type: none"> The interior side of the Duraplate panel shall be insulated. 							
F7-h	Tank: <ul style="list-style-type: none"> Internal fill line w/ Mechanical overfill protection, inline check valve and a 2" male stainless steel drybreak 							
F7-i	Tank: <ul style="list-style-type: none"> Unit is efficiently heated and can handle to - 22° F 							
F7-j	Tank: <ul style="list-style-type: none"> External level gauge displays with digital readout of product volume in tank 							
F7-k	Tank: <ul style="list-style-type: none"> External display with digital readout of product volume in tank 							
F7-l	Tank: <ul style="list-style-type: none"> Extra tank top fitting for third-party DEF gauge such as Veeder Root probe 							
F7-m	Tank: <ul style="list-style-type: none"> ½ hp Blue Diver polypropylene submersible DEF pump. Includes an internal bypass port to protect the motor from overheating, a check valve that both holds prime and minimizes siphoning, and a pressure relieve valve that prevents over pressurization due to thermal expansion of the DEF. 							
F7-n	Tank: <ul style="list-style-type: none"> Electrical panel - external for landing power circuits 							
F7-o	Tank: <ul style="list-style-type: none"> Dispenser powder coated transition box with product hose & conduit, insulation & heat trace – dispenser to be mounted island oriented so hose can supply either lane that passes by the system 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F7-p	Tank: <ul style="list-style-type: none"> Enclosure Dimensions: 48" wide x 107" high x 68" deep w/ dispenser attached, leave 2'-3' in front of dispenser NOTE: Not intended for use within 20' of a gas dispenser or tanks. Such equipment should be third-party tested and listed for such a location if used. 							
F7-q	Tank: <ul style="list-style-type: none"> Dispenser Powder Coated Transition Box & Transition Bridge with product hose, conduit & chassis 							
F7-r	Tank: <ul style="list-style-type: none"> Tank Enclosure Warranty: 1-year limited parts 							
F8	Fleet single sided dispenser <ul style="list-style-type: none"> Base: Black powder coated galvanized steel 							
F8-a	Fleet single sided dispenser <ul style="list-style-type: none"> Top Electronics cabinet: Gloss black powder coated galvanized steel 							
F8-b	Fleet single sided dispenser <ul style="list-style-type: none"> Vertical side pieces: Brushed stainless steel 							
F8-c	Fleet single sided dispenser <ul style="list-style-type: none"> Large lower access doors: Glacier white (crème) powder coated galvanized steel 							
F8-d	Fleet single sided dispenser <ul style="list-style-type: none"> Nozzle access door: Brushed stainless steel 							
F8-e	Fleet single sided dispenser <ul style="list-style-type: none"> R5 insulated w/ (2) fan forced 800w heaters for lower mechanical compartment 							
F8-f	Fleet single sided dispenser <ul style="list-style-type: none"> Standard plumbing inlet is through bottom of dispenser 							
F8-g	Fleet single sided dispenser <ul style="list-style-type: none"> SBD 100 software & one (1) LCD display (gallons) over nozzle door in electronics door panel 							
F8-h	Fleet single sided dispenser <ul style="list-style-type: none"> Pulse output functionality 							
F8-i	Fleet single sided dispenser <ul style="list-style-type: none"> Stainless steel filter housing with 1 micron filter cartridge 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F8-j	Fleet single sided dispenser 3/4" ball valve to control flow							
F8-k	Fleet single sided dispenser • Hannay spring rewind hose reel with 22' of usable discharge hose							
F8-l	Fleet single sided dispenser • Fleet Dispenser warranty: 1-year limited parts & labor							
F8-m	Fleet single sided dispenser • 3/4" NPT stainless steel automatic nozzle							
F8-n	Fleet single sided dispenser • 3/4" NPT stainless steel reconnectable breakaway (OPW)							
F8-o	Fleet single sided dispenser • 3/4" NPT stainless steel 45 deg swivel							
F8-p	Fleet single sided dispenser • Dispenser Related	-	-	-	-	-	-	-
F8-q	Fleet single sided dispenser • In lieu of the 3/4" Hanging Hardware noted above, could use this OPW 21GU Nozzle System or your own (tell us thread type for hose end)							
F8-r	Fleet single sided dispenser • Stainless steel automatic nozzle w/ breakaway, w/o miss-filling prevention							
F8-s	Fleet single sided dispenser • Mechanical Totalizer Dial & Display							
F9	Tank Related Alarm Systems	-	-	-	-	-	-	-
F9-a	Tank Related Alarm Systems • Tank Monitor - allows for low & high product alarm – visual							
F9-b	Tank Related Alarm Systems • Dual location low temperature Audible/Visual Alarm Tank & Dispenser							
F10	Fuel Dispenser Specification for Fleet Remote Dispenser Fuel dispenser specification for an enhanced capacity single remote dispenser, which is rated up to 22 GPM/83 LPM at the discharge. Designed for dispensing gasoline, including standard oxygenated blends; diesel, including biodiesel blends up to 20% (B20); and kerosene.							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F11	Features:	-	-	-	-	-	-	-
F11 - a	Features: <ul style="list-style-type: none"> Volume only, non-computer mechanical register with power reset with interlock. Electronic register is not acceptable. 							
F11 - b	Features: <ul style="list-style-type: none"> Register shall display on each side of cabinet. 							
F11 - c	Features: <ul style="list-style-type: none"> A non-resettable accumulative totalizer shall display on the front dial face. 							
F11 - d	Features: <ul style="list-style-type: none"> All register openings shall be covered with tempered or double-strength glass (plastic is unacceptable). 							
F11 - e	Features: <ul style="list-style-type: none"> The cabinet shall have all exterior panels made from galvanized steel for corrosion resistance. Side panels shall be 14-gauge minimum. 							
F11 - e - 1	Features: <ul style="list-style-type: none"> The finish shall be powder-coated metallic silver sides, top, bezel, and base with blue lower doors. 							
F11 - e - 2	Features: <ul style="list-style-type: none"> Doors shall be hinged for easy service access without having to remove panels. 18-gauge minimum and lockable. 							
F11 - e - 3	Features: <ul style="list-style-type: none"> A panel shall be located at the top of the cabinet on each side for product identification. 							
F11 - e - 4	Features: <ul style="list-style-type: none"> A hose hanger shall be provided to keep the hose off the island when not in use. 							
F11 - e - 5	Features: <ul style="list-style-type: none"> At a minimum one (1) positive displacement, stainless steel sleeved, two-piston meter with Teflon piston cups 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F11 - e - 6	Features: <ul style="list-style-type: none"> An explosion-proof junction box shall be provided in the hydraulic cabinet to make all AC wire terminations. The junction box shall include a wire from the reset to provide a reset complete signal to an external control system. 							
F11 - f	Features: <ul style="list-style-type: none"> Minimum 1" I.D. internal piping for maximum flow performance 							
F11 - g	Features: <ul style="list-style-type: none"> A high flow internal filter with 10-micron element shall be included 							
F11 - h	Features: <ul style="list-style-type: none"> The dispenser shall be equipped with a 1" two-stage solenoid valve. 							
F11 - i	Features: <ul style="list-style-type: none"> Supply inlet shall be 1 1/2" minimum. Inlet strainer shall be able to be removed vertically to prevent spillage when cleaning. 							
F11 - j	Features: <ul style="list-style-type: none"> Discharge shall be 1" with a 3/4" reducing bushing so that either a 3/4" or 1" hose may be used. 							
F11 - k	Features: <ul style="list-style-type: none"> Nozzle boot/hook shall adjust for use with either UL interchangeable automatic nozzles or OPW 11-VF vapor recovery nozzles. 							
F11 - l	Features: <ul style="list-style-type: none"> A satellite port shall be included for connection of piping to a satellite dispenser. 							
F11 - m	Features: <ul style="list-style-type: none"> Warranty: One-year parts and labor except for the cabinet which shall be warranted against corrosion for 4 years. 							
F11 - n	Features: <ul style="list-style-type: none"> Standards/Approvals: ADA compliant user controls per ANSI A117.1; C-UL-US listed; NYCFD and W&M approvals. 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F12	Quantity, Model & Manufacturer:	-	-	-	-	-	-	-
F12 - a	Quantity, Model & Manufacturer: <ul style="list-style-type: none"> Three (3) Wayne Reliance Model /G6201D/27AGJK/W1/J – Remote Dispenser Single Hose Single Product or approved equal. 							
F12 - b	Quantity, Model & Manufacturer: <ul style="list-style-type: none"> Four (2) Wayne Reliance Model /G6202D/27AGJK/W1/J - Remote Dispenser Twin Hose Single Product or approved equal 							
F12 - c	Quantity, Model & Manufacturer: <ul style="list-style-type: none"> Four (2) Wayne Reliance Model /G6203D/27AGJK/W1/J - Remote Dispenser Twin Hose Dual Product or approved equal. 							
F12 - d	Quantity, Model & Manufacturer: <ul style="list-style-type: none"> One (1) Wayne Reliance Model 6201P/27AGJK/W1/J— Suction Pump Single Hose Single Product or approved equal 							
F12 - e	Quantity, Model & Manufacturer: <ul style="list-style-type: none"> Two (2) Wayne Reliance Model 6203P/27AGJK/W1/J — Suction Pump Twin Hose Dual Product or approved equal 							
F12 - f	Quantity, Model & Manufacturer: Bidder shall include all hanging hardware that is typically required for operation of a fuel dispenser. This includes fuel hoses, automatic nozzles, breakaways, and swivels							
F13	Proximity Card Reader, Cards & Fuel Management System The existing card controllers are to be removed and left on site and the new proximity card-reader systems installed in its place. All electrical work including wiring shall be upgraded, if necessary, perhaps necessitating trenching to locate conduit not corroded. The system shall consist of a multi-site proximity card management consisting of at least 27 card readers and 4 satellites capable of reading City of Cleveland proximity cards							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F13 - a	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall be manufactured using current microprocessor technology. 							
F13 - b	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall be designed to offer a wide variety of operational modes and to provide maximum versatility without special programming or engineering changes. 							
F13 - c	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall be easy and inexpensive to expand to adapt to the changing needs of the fuel site. 							
F13 - d	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall be easy to install. It shall have a wireless option for connecting the fuel island equipment with the inside equipment to greatly reduce the installation cost. 							
F13 - e	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall be of a modular design making it inexpensive to maintain. 							
F13 - f	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall be capable of operating as a complete proximity card management system without requiring a PC for normal fueling operations. 							
F13 - g	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall be configurable and programmable using a Windows® based software utility. 							
F13 - h	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall be able to control multiple brands of dispensers with either mechanical or electronic registers. 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F13 - i	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system's operating software shall be stored in flash memory providing the ability to load upgrades remotely without requiring a person at the site. 							
F13 - j	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall have the ability to interface with a variety of data processing equipment. The data processing equipment may be located on-site or remotely. In the remote mode, all commands and functions normally performed on-site through the local terminal shall be executable remotely via standard telephone lines using cellular modems or through an Intranet connection via Ethernet. 							
F13 - k	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall be listed by Electronic Testing Labs (ETL), and shall comply with all other necessary, applicable local and national standards. 							
F13 - l	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall comply with all applicable Federal Communications Commission (FCC) requirements. 							
F13 - m	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall provide self-test and diagnostic utilities for start-up and troubleshooting. 							
F13 - n	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall have a minimum one (1) year parts and labor warranty. 							
F13 - o	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> Equipment manufacture shall be conducted in a prescribed manner controlled by an ISO 9001:2000 Certified Quality system. 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F13 - P	Proximity Card Reader, Cards & Fuel Management System <ul style="list-style-type: none"> The system shall have free telephone support available directly from the factory during normal business hours. 							
F14	Fuel Management System Software The software must be an open, global, and common Cloud based multi-tenant platform that harnesses advanced analytics at IoT (Internet of Things) to deliver core innovative solutions for fleet site management. Your proposal must include the first annual software subscription costs, site set up fees, and startup. Proposer shall include annual software subscription cost for years 1 and 2 and beyond with proposal. The preferred software solution is the cloud based DFS DX connected platform (or approved equal), powered by Microsoft Azure IoT edge and have an open architecture platform with shared services for partner integrations. The system must allow role-based access control (RBAC) and remote user access (Azure B2C platform is preferred).							
F14- a-1	Fuel Management System Software <ul style="list-style-type: none"> The purpose of the system shall be to control dispensing equipment and provide accurate accounting of all fuel and related products being dispensed. 							
F14- a-2	Fuel Management System Software <ul style="list-style-type: none"> The system shall record data for each transaction in non-volatile memory and on a USB drive and/or a dot-matrix journal printer. 							
F14 - b - 1	Fuel Management System Software <ul style="list-style-type: none"> The system shall provide access by using various types of media including: <ul style="list-style-type: none"> o Magnetic stripe cards 							
F14 - b - 2	Fuel Management System Software <ul style="list-style-type: none"> The system shall provide access by using various types of media including: <ul style="list-style-type: none"> o Proximity cards 							
F14 - b - 3	Fuel Management System Software <ul style="list-style-type: none"> The system shall provide access by using various types of media including: <ul style="list-style-type: none"> o Proximity keys 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F14 - b - 4	Fuel Management System Software <ul style="list-style-type: none"> The system shall provide access by using various types of media including: <ul style="list-style-type: none"> Multi-programmable memory keys 							
F14 - b - 5	Fuel Management System Software <ul style="list-style-type: none"> The system shall provide access by using various types of media including: <ul style="list-style-type: none"> And/or manual entry of numbers via the keyboard 							
F14 - c	Fuel Management System Software <ul style="list-style-type: none"> System shall have both proximity card (or key) reader and mag reader and keypad. 							
F14 - d	Fuel Management System Software <i>Note: All references to cards or card users in this document shall be interpreted to include any of these listed access methods.</i>	-	-	-	-	-	-	-
F14 - d - 1	Fuel Management System Software <ul style="list-style-type: none"> Access to products shall be restricted to people holding valid cards and who perform a predetermined series of data entry operations. 							
F14 - d - 2	Fuel Management System Software <ul style="list-style-type: none"> An internal electronic file shall hold data for each local card authorized to use the system. 							
F14 - d - 3	Fuel Management System Software <ul style="list-style-type: none"> The internal file shall have the capability of limiting each user to a specific amount of fuel per transaction and have the capability to restrict the type of product the user may obtain 							
F14 - d - 4	Fuel Management System Software <ul style="list-style-type: none"> The system shall also be able to recognize a wide range of commercially available fueling cards. When these cards are used, the system must dial via cell modem (Cleveland cellular account) to the managed cloud card authorizer for information on whether the transaction should be allowed. 							
F14 - d - 5	Fuel Management System Software <ul style="list-style-type: none"> System Administrator shall be required to enter a password before gaining access to the system. 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F14 - d - 6	Fuel Management System Software <ul style="list-style-type: none"> An authorized operator shall be able to check and/or change system operating parameters, as well as card and account data. 							
F14 - d - 7	Fuel Management System Software <ul style="list-style-type: none"> The configuration utility shall be Windows® based with on-screen "help" support for explanation of all functions. A single line command mode should also be available. 							
F14 - d - 8	Fuel Management System Software <ul style="list-style-type: none"> The configuration utility shall have the ability to save the configuration settings for one or more fueling sites. Common configuration data for all sites shall be saved in a common data base and unique site data shall be stored in individual site data bases 							
F14 - d - 9	Fuel Management System Software <ul style="list-style-type: none"> Using the configuration utility, changes can be made to configuration settings in an off-line mode and downloaded to the sites once connected. 							
F15	Card Reader Components The system shall operate with several different models of fuel island terminals depending on the type of display desired and whether receipts are required for the users. Shall have a graphic display, dual card readers, alpha character keypad, and/or a receipt printer. Shall be contained in a NEMA 3R weatherproof cabinet. A pedestal for mounting the card reader shall be standard equipment. The card reader shall include the following standard features:							
F15 - a	Card Reader Components <ul style="list-style-type: none"> An easy-to-read, back-lit, graphics liquid crystal display to assist the user by showing instructions graphically as well as with text. 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F15 - b	Card Reader Components <ul style="list-style-type: none"> A 12-key durable keyboard with audible (tone) and tactile feedback (keys move when pressed). 							
F15 - c	Card Reader Components <ul style="list-style-type: none"> Each card reader shall be able to accommodate the mounting of up to eight mechanical relays for dispenser control in the pedestal and be able to selectively access up to 32 hoses controlled by the fuel site controller. 							
F15 - d - 1	Card Reader Components <ul style="list-style-type: none"> The card reader shall be equipped with two different card/key reading devices to facilitate a combination of cards and/or keys. Most any combination of the following devices shall be available: <ul style="list-style-type: none"> Push/pull magnetic card reader 							
F15 - d - 2	Card Reader Components <ul style="list-style-type: none"> Proximity card/key reader 							
F15 - d - 3	Card Reader Components <ul style="list-style-type: none"> Multi-programmable read/write key reader 							
F15 - e	Card Reader Components <ul style="list-style-type: none"> The card reader shall be capable of being equipped with an internal receipt printer. The receipt printer shall use thermal paper and have an integral paper cutter. 							
F15 - e	Card Reader Components <ul style="list-style-type: none"> A Lexan weather shield device shall protect the readers and receipt printer from the elements. 							
F15 - f	Card Reader Components The fuel site controller (FSC) shall have the capacity to control up to 12 card reader units. A fully expanded system shall be able to control 32 hoses simultaneously. Both mechanical and electronic pumps shall be controllable by the system.							
F15 - g	Card Reader Components <ul style="list-style-type: none"> The communication protocol between the FSC and the card readers shall be RS-485. The maximum wiring distance between the FSC and any card reader shall be 5,000 feet. 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F15 - h	Card Reader Components <ul style="list-style-type: none"> The FSC be installed in the FIT or available in an external version 							
F15 - i	Card Reader Components <ul style="list-style-type: none"> The FSC shall also have RS-232 communication ports for communication with the dial-out cellular modem for network authorization 							
F15 - j	Card Reader Components <ul style="list-style-type: none"> The FSC shall have an optional internal 38.4kbps modem to facilitate remote communications. The City of Cleveland shall supply cellular network component. 							
F15 - k	Card Reader Components <ul style="list-style-type: none"> The FSC shall have an internal 10Base-T Ethernet port for communication via TCP/IP over an Intranet. 							
F15 - l	Card Reader Components <ul style="list-style-type: none"> The system shall have, as standard equipment, a USB drive port for the purpose of storing a transaction backup file. The system shall be capable of utilizing an optional 5 x 9 pin dot-matrix bi-directional journal printer located near the FSC can also be utilized to make hard copies of transaction data and reports. The printer shall be capable of operating at 180 cps (characters per second). The printer shall use standard 8½" x 11" pin-feed paper and shall be capable of printing on 1-, 2-, or 3-part paper. The system shall be capable of operation with or without the USB driver and/or the journal printer. 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F15 - m	Card Reader Components The system shall control mechanical pumps using Pump Control Modules (PCMs). These devices shall be located in the fuel island terminals. A remote PCM enclosure shall be available in cases where the pump wiring is not in close proximity to the card readers. A remote enclosure shall be able to control up to 4 hoses. The system shall control electronic dispensers by connecting a Direct Pump Control module directly to the dispenser current-loop wires, or to a distribution box provided by the dispenser manufacturer. The system shall be able to interface to certain pump controllers for applications where transactions must be initiated either at the card reader or by an attendant via the pump controller. This interface shall be provided by means of a Universal Pump Controller (UPC).							
F16	Card Reader Capabilities and Features The system shall be capable of storing the following data for each card record:	-	-	-	-	-	-	-
F16-a	Card Reader Capabilities and Features • Card Number (19 digits)							
F16-b	Card Reader Capabilities and Features • Card Type - Single, Driver, Vehicle							
F16-c	Card Reader Capabilities and Features • Status - Valid or Invalid							
F16-d	Card Reader Capabilities and Features • Account Number (0 - 9999)							
F16-e	Card Reader Capabilities and Features • Expiration Date - MM/DD/YY							
F16-f	Card Reader Capabilities and Features • Monthly Allocation							
F16-g	Card Reader Capabilities and Features • Daily Allocation							
F16-h	Card Reader Capabilities and Features • Personal Identification Number PIN (0 - 6 digits)							
F16-i	Card Reader Capabilities and Features • Current Odometer (6 digits)							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F16-j	Card Reader Capabilities and Features <ul style="list-style-type: none"> Odometer Reasonability Code (up to 15 different levels) 							
F16-k	Card Reader Capabilities and Features <ul style="list-style-type: none"> Pump Restriction (up to 15 different levels) 							
F16-l	Card Reader Capabilities and Features <ul style="list-style-type: none"> Quantity Restriction Level (up to 15 different levels) 							
F16-m	Card Reader Capabilities and Features <ul style="list-style-type: none"> Driver Name (9 characters) 							
F16-n	Card Reader Capabilities and Features <ul style="list-style-type: none"> Language Code (1 digit) 							
F16-o	Card Reader Capabilities and Features The system shall be capable of storing the following data for each account record:	-	-	-	-	-	-	-
F16-o-1	Card Reader Capabilities and Features <ul style="list-style-type: none"> Account Number (0 - 9999) 							
F16-o-2	Card Reader Capabilities and Features <ul style="list-style-type: none"> Status - Valid or Invalid 							
F16-o-3	Card Reader Capabilities and Features <ul style="list-style-type: none"> Expiration Date - MM/DD/YY 							
F16-o-4	Card Reader Capabilities and Features <ul style="list-style-type: none"> Monthly Allocation 							
F16-o-5	Card Reader Capabilities and Features <ul style="list-style-type: none"> Daily Allocation 							
F16-o-6	Card Reader Capabilities and Features <ul style="list-style-type: none"> Quantity Restriction Level (up to 15 different levels) 							
F16-o-7	Card Reader Capabilities and Features <ul style="list-style-type: none"> Pump Restriction (up to 15 different levels) 							
F16-o-8	Card Reader Capabilities and Features <ul style="list-style-type: none"> Account Name (9 characters) 							
F17-a	Card/Account Record Memory Capacity: The system's card memory shall be expandable through memory upgrades to increase the number of card or account records that can be stored locally. The memory levels shall have the following capacity: <u>Memory Level</u> CL4 <u>Number of Card or Account Records</u> 16,000 – 64,000 (depending on configured options)							
F17-a - 1	The system shall be capable of storing the following data for each transaction record: <ul style="list-style-type: none"> Sequential Transaction Number 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F17-a - 2	The system shall be capable of storing the following data for each transaction record: <ul style="list-style-type: none"> Transaction Termination Code (i.e., Normal, Quantity Restriction, etc.) 							
F17-a - 3	The system shall be capable of storing the following data for each transaction record: <ul style="list-style-type: none"> Account Name 							
F17-a - 4	The system shall be capable of storing the following data for each transaction record: <ul style="list-style-type: none"> Driver Card Number 							
F17-a - 5	The system shall be capable of storing the following data for each transaction record: <ul style="list-style-type: none"> Vehicle Card Number (omitted for single card transactions) 							
F17-a - 6	The system shall be capable of storing the following data for each transaction record: <ul style="list-style-type: none"> Date and Time 							
F17-a - 7	The system shall be capable of storing the following data for each transaction record: <ul style="list-style-type: none"> Fuel Type 							
F17-a - 8	The system shall be capable of storing the following data for each transaction record: <ul style="list-style-type: none"> Pump Number 							
F17-a - 9	The system shall be capable of storing the following data for each transaction record: <ul style="list-style-type: none"> Quantity Dispensed 							
F17-a - 10	The system shall be capable of storing the following data for each transaction record: <ul style="list-style-type: none"> Odometer Entry 							
F17-a - 11	The system shall be capable of storing the following data for each transaction record: <ul style="list-style-type: none"> Misc. Keyboard Number 							
F17-a - 12	The system shall be capable of storing the following data for each transaction record: <ul style="list-style-type: none"> Consumption Factor - Miles per Gallon 							
F17-a - 13	The system shall be capable of storing the following data for each transaction record: <ul style="list-style-type: none"> Receipt Status - Issued/Not Issued 							
F17-b	Transaction Record Memory Capacity: The system's transaction memory shall be expandable through memory upgrades to increase the number of transaction records that can be stored locally. The memory levels shall have the following transaction capacity: <u>Memory Level</u> TL5 <u>Number of Card Records</u> 4,000							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F17-c	Fuel Type (Product) Identification <ul style="list-style-type: none"> The System Administrator shall be able to specify and store the price and description for up to 32 products. 							
F17-d	Clock/Calendar <ul style="list-style-type: none"> The system shall keep an accurate accounting time and date, even in the event of a power failure. The date and time formats shall be user selectable (i.e. 12/24 hr., MMM/DD/YYYY or DD/MMM/YYYY). The system shall be able to automatically correct for daylight savings time. 							
F17-e	Fuel Type Restriction <ul style="list-style-type: none"> The System Administrator shall be able create a table of up to 15 combinations, or levels, of authorized products. The operator shall then be able to assign a level number to each individual user or account group. 							
F17-f	Quantity Restriction <ul style="list-style-type: none"> The System Administrator shall be able to create a table of 15 quantity restriction levels. The operator shall then be able to assign a level number to each individual user or account group to limit the amount of fuel dispensed for each transaction. 							
F17-g	Open/Close <ul style="list-style-type: none"> The system shall have the capability of being placed in either an "Open" or "Closed" 							
F17-h	Single or Dual Card/Key Operation <ul style="list-style-type: none"> The System Administrator shall be able to program the system for card less (manual entry via keyboard), single and/or dual card/key operation. 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F17-i	Personal Identification Numbers (PIN) The system shall have the ability to recognize and verify up to a 4digit Personal Identification Number (PIN) when entered at the Commercial Outdoor Payment Terminal. The operator shall have a choice of methods to select PINs for each individual user: 1) Individually program a PIN number for each user 2) Automatically generate a random PIN number							
F17-j - 1	Validation Status • The system shall have the ability to allow authorized personnel to declare drivers, vehicles, or account records valid or invalid.							
F17-j - 2	Validation Status • The system shall be able to automatically invalidate a card after 3 consecutive incorrect PIN entries.							
F17-k - 1	Pump Configuration The System Administrator shall be able to program operating parameters for each of the 32 hose positions. These parameters shall include:	-	-	-	-	-	-	
F17-k - 2	Pump Configuration Pump Number • A pump number from 0 - 99 to be assigned to any available relay position.							
F17-k - 3	Pump Configuration Fuel Type Number • The Fuel Type number (1 - 16) and operator-selectable description of the product being dispensed by the pump.							
F17-k - 4	Pump Configuration Tank Number • The tank number (1 - 8) to be used by the inventory program.							
F17-k - 5 - 1	Pump Configuration Quantity of Fuel per Transaction Limit. • Total Transaction Time-Out							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F17-k-5-2	<p>Pump Configuration</p> <p>Quantity of Fuel per Transaction Limit.</p> <ul style="list-style-type: none"> The system shall be able to monitor a total transaction time, programmable for each hose between 1 - 999 seconds (an entry of '0' shall allow unlimited time). The system shall turn off the pump if that time is exceeded. 							
F17-l	<p>Pump Handle Time-Out</p> <ul style="list-style-type: none"> The system shall monitor the time between authorization and activation of the pump handle which is programmable for each hose between 1 - 999 seconds (an entry of '0' shall allow unlimited time). If the device is selected but the pump handle not activated by the user before the end of this period, the transaction shall be terminated. 							
F17-m	<p>First Pulse Time-Out</p> <ul style="list-style-type: none"> The system shall monitor the time between the activation of the pump handle and the receipt of the first pulse which is programmable for each hose between 1 - 999 seconds (an entry of '0' shall allow unlimited time). The transaction shall be terminated if that time exceeds the programmed parameter. 							
F17-n	<p>Missing Pulse Detector (MPD) Time-Out</p> <ul style="list-style-type: none"> A "Missing Pulse Detector" (MPD) shall be built into the circuit controlling each pump so that all power shall be removed from the pump if the pulses indicating fuel flow are not received at regular intervals. The length of the acceptable interval between pulses shall be programmable for each hose between 1 - 999 seconds (an entry of '0' shall allow unlimited time). 							
F17-o-1	<p>Pulser Divide Rate</p> <ul style="list-style-type: none"> The System Administrator shall be able to program the system to assign 1 - 9999 pulses per unit of fuel measure. 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F17-o-2	<p>Pump Deactivation Sentry</p> <ul style="list-style-type: none"> The System Administrator shall be able to program the system to automatically place a pump "out of service" after 3 consecutive "zero quantity" fueling transactions occurring from that pump (zero quantity transactions may be an indication of a pump or pulser hardware failure). An "out of service", or other System Administrator defined message, pump shall be indicated on the PV200 FIT display. This feature may be disabled for a particular pump. 							
F17-P	<p>Site Name</p> <ul style="list-style-type: none"> The system shall have the provision to program a 12-character site name into memory. This is used when the system is accessed by modem. 							
F17-q	<p>Pump and Product Totals</p> <p>The system shall have the capacity to accumulate individual pump and product totals as well as track each pump's totalizer. The System Administrator shall be able to enter an initial pump totalizer number into the system for each pump. This number will be incremented by the system when product is dispensed and can be checked against the pump's totalizer to determine the accuracy and working status of the pulser.</p>							
F17-r	<p>Inventory Control</p> <ul style="list-style-type: none"> The System Administrator shall be able to program into system memory up to eight tank inventory balances. The inventory balance for each product shall be reduced automatically as each fueling transaction occurs. The System Administrator shall be able to change this number to accommodate fuel deliveries. The system shall be capable of displaying, on demand, the current inventory amount for each individual tank. 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F17-s	Manual Operation <ul style="list-style-type: none"> The System Administrator shall have the ability to place pumps controlled by PCM relays in a "manual" mode, allowing manual operation of the pumps (without entering a card). This can be done directly, through the programming terminal, or remotely by modem. 							
F17-t	Display Prompts <ul style="list-style-type: none"> All Fuel Island Terminal display prompts shall be programmable by the System Administrator. The system shall use a set of standard default prompts at start-up. 							
F17-u	Dual Language <ul style="list-style-type: none"> The system shall have the capability of storing two sets of Fuel Island Terminal display messages in two different languages or two separate sets of display prompts (i.e., Enter odometer: as opposed to Enter hub meter). When a card is read, the system shall display all messages in the correct language for that user. 							
F17-v	Password <ul style="list-style-type: none"> The System Administrator shall be able to program an alphanumeric password that must be entered correctly to gain access to the system either directly or via phone modem. There are several levels of password access that can be employed, in accordance with PCI/PA-DSS regulations. 							
F17-w	Pump Handle Monitor <ul style="list-style-type: none"> The system shall monitor the pump handle to ensure that it was turned to the "OFF" (reset) position before the pump can be reactivated. The System Administrator shall be able to disable this feature. 							
F17-x	Pass-Through Port <ul style="list-style-type: none"> The system shall have the capability of passing modem communications through to another RS/232 device connected to this port. 							

	City of Cleveland Requirements	Y	N	CU	F	3	CO	Comments/Clarifications
F17-y	<p>Odometer Reasonability</p> <ul style="list-style-type: none"> The system shall have the capability of checking an odometer entry against the last odometer entry plus the authorized range allowed for that vehicle. The system shall be able to either record an error or deny access to fuel for an odometer entry that is not within the correct range. 							
F17-z	<p>Messaging</p> <ul style="list-style-type: none"> The system shall have the capability of displaying up to 100 different, operator-defined messages at the Fuel Island Terminal (and/or printed on the receipt) for specific card or account numbers. The system shall have the capability to automatically clear messages after a determined time period. 							

Appendix G – Technical Requirements

City of Cleveland Requirements		Response to Requirements						Comments/Clarifications
Application & Interface Security		Y	N	CU	F	3	CO	
T1	Do you use OWASP guidelines or another standard to build your application securely?							
T2	Do you review your application for security vulnerabilities and address any issues prior to deployment?							
Business Continuity Management & Operational Resilience								
T3	Is physical protection against damage (e.g., natural causes, natural disasters, deliberate attacks) anticipated in your disaster recovery plan?							
T4	Do you test your backup or redundancy mechanisms at least annually?							
Change Control & Configuration Management								
T5	Are there procedures in place to triage and remedy reported bugs and security vulnerabilities?							
Datacenter Security								
T6	Are physical security perimeters (e.g., fences, walls, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols and/or alarms) implemented at the data center storing City of Cleveland data?							
Governance and Risk Management								
T7	Do you maintain an Information Security Management Program (ISMP)?							
T8	Do you have a risk assessment process, performed at least annually, calculating the likelihood and impact of all identified risks?							
Human Resources								
T9	Are systems in place to monitor for privacy breaches and notify the City of Cleveland expeditiously if our data is exposed or compromised?							
T10	Are all employees, contractors and third parties with access to data, systems, and networks, subject to background verification?							
T11	Do you train your employees regarding their information security roles and responsibilities?							

City of Cleveland Requirements		Response to Requirements						Comments/Clarifications
Human Resources (continued)		Y	N	CU	F	3	CO	
T12	Are all personnel required to sign a NDA or Confidentiality Agreements as a condition of employment to protect customer/tenant information?							
T13	Are personnel trained and provided with awareness programs at least once every three years?							
T14	Are documented policies, procedures, and guidelines in place to govern change in employment and/or termination?							
T15	Do the above procedures and guidelines account for timely revocation of access and return of assets?							
T16	Do you access and share the City of Cleveland data/metadata?							
T17	Do you allow tenants to opt out of having their data/metadata accessed via inspection technologies?							
Identity & Access Management								
T18	Do you restrict, log, and monitor access to your information security management systems? (E.g., hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)							
T19	Do you monitor and log privileged access (administrator level) to information security management systems?							
T20	Are controls in place to prevent unauthorized access to your application, program or object source code?							
T21	Do you provide multi-failure disaster recovery capability?							
T22	Do you have more than one provider for each service you depend on?							
T23	Do you review entitlements for all Kurzweil system (text to speech) users and administrators at least annually?							
T24	Do you revoke or modify access upon any change in status of employees, contractors, business partners or involved third parties (termination, transfer, or contract end)?							
T25	Do you support use of, or integration with, existing customer-based Single Sign On (SSO) solutions to your service?							
T26	Do you support identity federation standards (SAML, SPML, WS-Federation, etc.) as a means of authenticating/authorizing users?							

City of Cleveland Requirements		Response to Requirements						Comments/Clarifications
Identity & Access Management (continued)		Y	N	CU	F	3	CO	
T27	Do you support password (minimum length of 10, age, history of greater than 25, complexity upper/lower/digit/symbol) and account lockout (lockout threshold 5 attempts, lockout duration 15 or greater) policy enforcement?							
T28	Do you allow tenants/customers to define password and account lockout policies for their accounts?							
T29	Do you support the ability to force password changes upon first logon?							
T30	Do you have mechanisms in place for unlocking accounts that have been locked out (e.g., self-service via email, defined challenge questions, manual unlock)?							
T31	Are utilities that can manage virtualized partitions (e.g., shutdown, clone, etc.) appropriately restricted and monitored?							
T32	Do you have a capability to detect and respond to attacks that target the virtual infrastructure directly (e.g., shimming, Blue Pill, Hyper jumping, etc.)?							
Infrastructure & Virtualization Security								
T33	Are file integrity (host) and network intrusion detection (IDS) tools implemented?							
T34	Is physical and logical user access to audit logs restricted to authorized personnel?							
T35	Are audit logs reviewed on a regular basis for security events (e.g., with automated tools)?							
T36	Do you log and alert any changes made to virtual machine images regardless of their running state (e.g. dormant, off or running)?							
T37	Do you use a synchronized time-service protocol (e.g., NTP) to ensure all systems have a common time reference?							
T38	Do your system capacity requirements take into account current, projected and anticipated capacity needs for all systems?							
T39	Are security vulnerability assessment tools or services virtualization aware?							
T40	Do you regularly review allowed access/connectivity (e.g., firewall rules) between security domains/zones within the network?							
T41	Are operating systems hardened to provide only the necessary ports, protocols, and services to meet business needs?							
T42	Do you logically and physically segregate production and non-production environments?							

City of Cleveland Requirements		Response to Requirements						Comments/Clarifications
Infrastructure & Virtualization Security (Continued)		Y	N	CU	F	3	CO	
T43	Are wireless security settings enabled with strong encryption for authentication and transmission, replacing vendor default settings? (e.g., encryption keys, passwords, SNMP community strings)							
T44	Can you detect the presence of unauthorized (rogue) network devices and immediately disconnect them from the network?							
T45	Do your network architecture diagrams clearly identify high-risk environments and data flows that may have legal compliance impacts?							
T46	Do you implement technical measures and apply defense-in-depth techniques (e.g., deep packet analysis, traffic throttling, and black-holing) for detection and timely response to network-based attacks associated with anomalous ingress or egress traffic patterns (e.g., MAC spoofing and ARP poisoning attacks) and/or distributed denial-of-service (DDoS) attacks?							
Mobile Security								
T47	Do you allow mobile devices (such as smartphone and tablets) to access your private networks?							
Security Incident Management, E-Discovery & Cloud Forensic								
T48	Do you maintain liaisons and points of contact with local authorities to contact immediately in the case of a serious attack or incident (e.g., DDoS or Ransomware)?							
T49	Do you have a documented security incident response plan?							
T50	Does your logging and monitoring framework allow isolation of an incident to specific tenants?							
T51	Do you have cloud supply chain providers (i.e., Kurzweil SaaS sits on top of a PaaS or IaaS provided by a Third party)?							
T52	Do you design and implement controls to mitigate and contain data security risks through proper separation of duties, role-based access, and least-privileged access for all personnel within your supply chain?							

City of Cleveland Requirements		Response to Requirements						Comments/Clarifications
Supply Chain Management, Transparency and Accountability		Y	N	CU	F	3	CO	
T53	Do you make security incident information available to all affected customers and providers periodically through electronic methods (e.g., portals)?							
T54	Do you collect capacity and use data for all relevant components of your cloud service offering?							
T55	Do you provide tenants with capacity planning and use reports?							
T56	Do you perform annual internal assessments of conformance and effectiveness of your policies, procedures, and supporting measures and metrics?							
T57	Do you select and monitor outsourced providers in compliance with laws in the country where the data is processed, stored, and transmitted?							
T58	Do you select and monitor outsourced providers in compliance with laws in the country where the data originates?							
T59	Does legal counsel review all third-party agreements?							
T60	Do third-party agreements include a provision for the security and protection of information and assets?							
T61	Do you provide the client with a list and copies of all subprocessing agreements and keep this updated?							
T62	Do you review the risk management and governed processes of partners to account for risks inherited from other members of that partner's supply chain?							
T63	Are policies and procedures established, and supporting business processes and technical measures implemented, for maintaining complete, accurate and relevant agreements (e.g., Service Level Agreements (SLAs)) between providers and customers (tenants)?							
T64	Do you have the ability to measure and address non-conformance of provisions and/or terms across the entire supply chain (upstream/downstream)?							
T65	Can you manage service-level conflicts or inconsistencies resulting from disparate supplier relationships?							
T66	Do you review all agreements, policies, and processes at least annually?							

City of Cleveland Requirements		Response to Requirements						Comments/Clarifications
Supply Chain Management, Transparency and Accountability (continued)		Y	N	CU	F	3	CO	
T67	Do you assure reasonable information security across your information supply chain by performing an annual review?							
T68	Does your annual review include all partners/third-party providers upon which your information supply chain depends?							
T69	Do you permit tenants to perform independent vulnerability assessments?							
T70	Do you have external third-party services conduct vulnerability scans and periodic penetration tests on your applications and networks?							
Threat and Vulnerability Management								
T71	Do you have anti-malware programs installed on all of your systems, with at least daily updates?							
T72	Do you conduct vulnerability scans at least monthly?							
T73	Do you conduct application-layer vulnerability scans at least semi-annually?							
T74	Can you rapidly deploy patches across all of your computing devices, applications and systems?							

Appendix G – Training, Testing, and Support Requirements

City of Cleveland Requirements Training, Testing, and Support	Response to Requirements						Comments / Clarifications
	Y	N	CU	F	3	CO	
1. Ability to provide a train the trainer to core users (approximately 10) on the utilization of the software. This includes the training on hardware and software equipment installation (if applicable) and support. Note: This includes all roles (E.g., Administrative, super users, users, etc.)							
2. Ability to provide functional User Acceptance Testing (UAT) for the core users (approximately 10) to participate in the UAT process. Note: This includes all roles (E.g., Administrative, super users, users, etc.)							
3. Ability to provide post-deployment support.							
4. Ability to provide a warranty on equipment, if applicable.							
5. Ability to provide training materials for users to reference before and after the deployment, as well as for the use of training new employees.							

Appendix G – Data Conversion Requirements

	City of Cleveland Requirements Data Conversion Requirements	Response to Requirements						Comments/Clarifications
		Y	N	CU	F	3	CO	
DC1	Can you convert the legacy data to the new system?							

Attachment “H”– Vendor Fee Proposal

In the following fee proposal schedules the vendor is required to provide costs for the required Solution. The vendor’s proposed licensing costs must include, enterprise, per seat, per and/or per server (socket) licensing options. The vendor’s proposed software maintenance and support costs must include the following:

- a. Payment terms including, but not limited to, what payments are required up front, what payments are required during the configuration and deployment, and what payments are required upon the successful project completion.
- b. 24x7 Toll Free telephone technical support for help or error reporting or error corrections
- c. Supplemental, standard or product release will be provided to the city at no cost under the support agreement. The vendor is required to specify in detail the responsibility of installation for these releases and any other third-party software installation the vendor provides supplemental release is defined as a minor release of the vendor’s software that contains primarily error corrections to an existing standard release and may contain limited improvements that do not affect the overall structure of the vendor’s software.
 - A supplemental release is defined as a minor release of the vendor’s software that contains primarily error corrections to an existing standard release and may contain limited improvements that do not affect the overall structure of the vendor’s software.
 - A standard release is defined as a major release of the vendor’s software that contains product enhancements and improvements
 - A product release is defined as a major release of the vendor’s software considered to be the next generation of an existing product or a new product offering.

Please indicate the types of pricing/installation models offered by your organization by placing an ‘X’ under the available column. If a model is not offered, please indicate this by placing an ‘X’ under the not offered column.

Deployment Models	Available	Not Offered
Software as a Service Model (SaaS)		
Perpetual License (On-premise, Client Server)		
Other (please specify)		

Use the Vendor Fee Templates 1, 2 or 3 below to fill in the cost associated with the service(s) you wish to provide. Provide a separate template for each service if you are not providing all.

VENDOR FEE TEMPLATE 1: PROFESSIONAL SERVICES

Professional Services Tasks	Direct Labor Hours	Direct Labor Multiplier	Direct Labor Total	Comments
Project Management				
System design				
Configuration				
Installation				
Testing				
Training				

VENDOR FEE TEMPLATE 2: SOFTWARE LICENSING COST

Item Number	Item	Qty	Unit Price	Total Cost	Comments
1	Application Software – Perpetual License				
	Item 1		\$	\$	
	Item 2		\$	\$	
	Item 3		\$	\$	
			Subtotal	\$	
2	Annual Subscription (SaaS)				
	Item 1		\$	\$	
	Item 2		\$	\$	
	Item 3		\$	\$	
			Subtotal	\$	
3	Annual Maintenance				
	Item 1		\$	\$	
	Item 2		\$	\$	
	Item 3		\$	\$	
			Subtotal	\$	
4	Other Licenses/Services (if applicable) (E.g., report customization, analytics, etc.)				
	Item 1		\$	\$	
	Item 2		\$	\$	
			Subtotal	\$	
		Grand Total	\$		

VENDOR FEE TEMPLATE 3: EQUIPMENT COSTS

Item Number	Item	Qty	Unit Price	Total Cost	Comments
1	Description				
	Item 1		\$	\$	
	Item 2		\$	\$	
	Item 3		\$	\$	
2	Description				
	Item 1		\$	\$	
	Item 2		\$	\$	
	Item 3		\$	\$	
3	Description				
	Item 1		\$	\$	
	Item 2		\$	\$	
	Item 3		\$	\$	
4	Description				
	Item 1		\$	\$	
	Item 2		\$	\$	
	Item 3		\$	\$	
WARRANTY & EXTENDED WARRANTY COSTS					
1	Description		\$	\$	
2	Description		\$	\$	
3	Description		\$	\$	
4	Description		\$	\$	

12. NOTICE TO BIDDERS AND OEO SCHEDULES



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

**NOTICE TO BIDDERS
&
OEO SCHEDULES**

City of Cleveland
Justin M. Bibb, Mayor
Tyson Mitchell, Director
Office of Equal Opportunity

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

Each Contract also shall contain the following equal opportunity clause:

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

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

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

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

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

2. Definitions:

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

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

having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.

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

D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.

- (q) “Local-Food Purchaser” means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) “Local Sustainable Business” means a Business Enterprise that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest-level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2) has established sustainability goals for itself and is a member of or signatory to a nationally recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or another officer designated by the Mayor.
- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated, and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) “OEO” means the Office of Equal Opportunity of the City of Cleveland.
- (u) “Proposer” means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (v) “Regional Cleveland Area Small Business” or “RCSB” means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) “Regulation” or “Regulations” means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) “Small Business Enterprise” or “SBE” means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated, and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. Required OEO Schedules:

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

Schedule 1: PROJECT CONTACT INFORMATION FORM

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each

Bidder or Proposer shall complete, sign, and submit Schedule 1 and include it with its bid or proposal.

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

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

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

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

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

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

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

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

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

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

4. Equal Employment Certification:

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

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

5. CSB Certification:

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

There are two classifications of CSBs:

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

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

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

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

their managerial functions in the Cleveland Contracting Market.

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

6. CSB Contract Participation

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

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

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

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

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

7. MBE/FBE Certification:

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

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

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

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

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

- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

8. MBE and FBE Contract Participation

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

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

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

9. MBE/FBE Bid Discounts:

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

10. MBE/FBE Evaluation Credits:

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

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

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

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

12. CSB Bid Discounts:

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

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

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

13. CSB Evaluation Credits:

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

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

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

14. CSB Subcontracting Bid Discounts and Additional Retainage:

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

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

15. LPE and SUBE Certification:

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

16. LPE and SUBE Bid Discounts:

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

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

17. LPE and SUBE Evaluation Credits:

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

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

18. Maximum Annual Subcontracting Program Benefit:

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

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

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

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

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

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

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

equipment.

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

20. Joint Ventures:

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

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

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

22. Subcontractor Participation Compliance Monitoring

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

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

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

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

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland

City Hall, upon appointment, for those contractors who do not otherwise have access to the required technology.

Community Benefit Policies:

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

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

**City of Cleveland
Office of Equal Opportunity**

Schedules Checklist

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

Schedule 1: Project Contact Information Form

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

Schedule 2: Schedule of Subcontractor Participation

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

Schedule 3: Statement of Intent to Perform as a Subcontractor

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

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

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

City of Cleveland - Office of Equal Opportunity

Schedule 1: Project Contact Information Form

Project Name:	
Bidder/Proposer Name:	

Part I: Bidder Information

Contractor's Full Legal Name:						
Contractor's Address:					Federal Tax ID Number (EIN):	
City:					State and Zip:	
Contractor's Principal Officer Name:					Phone Number:	
Contractor's Main Email Address:						
Contractor's Authorized OEO Representative Name:					Phone Number:	
Authorized OEO Representative Email Address:						
Are you Certified with the Office of Equal Opportunity? Check all that apply:	<input type="checkbox"/> CSB	<input type="checkbox"/> MBE	<input type="checkbox"/> FBE	<input type="checkbox"/> SUBE	<input type="checkbox"/> LPE	<input type="checkbox"/> SFP

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 2b: Schedule Of Subcontractor Participation-Additional Subcontractor Form

Project Name:	
Bidder/Proposer Name:	

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

City of Cleveland - Office of Equal Opportunity

Schedule 3: Statement Of Intent To Perform As A Subcontractor

Subcontractor Name:	
Bidder/Proposer Name:	
Project Name:	

Subcontractor is a: ☐ CSB
☐ MBE
☐ FBE

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

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

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

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

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

RE-SUBCONTRACTING

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

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

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

Authorized Subcontractor Representative:			
Signature:		Date:	

City of Cleveland - Office of Equal Opportunity

Schedule 4: Csb/Mbe/Fbe Subcontractor Unavailability/Impracticality Certification

Project Name:	
Bidder/Proposer Name:	

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

Section A:

Please check one of the following:

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

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

Section B:

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

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

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

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

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

Authorized Representative:			
Signature:		Date:	

Requested By: _____
(Department/Office)

**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2022
(ALL DEPARTMENTS/OFFICES)**

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

Entity Name: _____

Entity's Mailing Address: _____

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

NOTE: For purposes of this Statement, the "Mayor" and "Mayor's Committee" means Justin Bibb, the Neighbors for Justin Bibb Committee, or any similar campaign committee of Justin Bibb, respectively.

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

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

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

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

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

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

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

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

11. PLEASE READ PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (B) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2022 unless Council makes a direct award.

_____ (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2020 and December 31, 2021 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

_____ (B) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2020 and December 31, 2021 that totaled in excess of \$1,000.00.

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

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

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

12. PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non- competitively bid contract over \$500.00 to the entity during calendar year 2022 unless Council makes a direct award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

- _____(A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2020 and December 31, 2021.
- _____(B) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2020 and December 31, 2021 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- _____(C) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2020 and December 31, 2021 that totaled in excess of \$1,000.00 individual.
- _____(D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

13. 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)

Notary Public _____
Date _____

signed.

FOR MAYOR'S OFFICE USE ONLY

_____ ELIGIBLE _____

_____ INELIGIBLE _____

DATE _____

SUPPLEMENTAL NOTICE TO BIDDERS

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

14. 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.