



**Technical Advisory Committee  
Cuyahoga County – Administrative HQ  
2079 East 9th Street,**

**TAC Meeting Agenda  
Thursday, July 28, 2016 9:30 AM**

- A. Call to Order
- B. Roll Call
- C. Review and Approve Minutes
- D. Tabled Items
- E. New Items

1. TAC2016-00016 - DEPARTMENT OF INFORMATION TECHNOLOGY - DIVISION OF ADMINISTRATION

2016 CONTRACT BIDDLE CONSULTING GROUP (RE-ROUTE)

Department of Information Technology - Division of Administration Requesting Approval of a Contract with Biddle Consulting (07/08/16-07/07/17) for The Purpose of Renewal of Licensing for Office Proficiency Assessment & Certification Software with the amount not to exceed \$11341.00.

2. TAC2016-00017 - OFFICE OF THE MEDICAL EXAMINER

RUGGED LAPTOPS AND DOCKING STATIONS FOR MEO VEHICLES (0606)

Office of The Medical Examiner Requesting Approval to Purchase the following (4) Getac rugged Laptops with (3) Docking Cradles for vehicles, from Mobiletek Consulting for The Anticipated Cost of \$160,80.00

3. TAC2016-00018 - DEPARTMENT OF INFORMATION TECHNOLOGY - DIVISION OF APPLICATIONS

SOFTWARE LICENSING, PROFESSIONAL SERVICES, AND TRAINING TO IMPLEMENT A MULTI-TENANT WEB CONTENT MANAGEMENT SYSTEM (CMS)

Department of Information Technology - Division of Applications Requesting Approval of a RFQ for Software Licensing, Professional Services, and Training to Implement a Multi-Tenant Web Content Management System (CMS).

4. TAC2016-00015 - DEPARTMENT OF INFORMATION TECHNOLOGY - DIVISION OF HHS  
RUSHMORE GROUP, LLC (RE-ROUTE)

Department of Information Technology - Division of HHS Requesting Approval of a Contract Amendment Due to Amendment with The Following Entities: The Rushmore Group, Llc for The Anticipated Cost of 67500.00 And Anticipated Start Date of 08/08/16 - 08/07/21

- F. Other Business
- G. Public Comment
- H. Adjournment


**CritiCall.**

## TestGenius® Testing Software Multi-User Annual License Renewal Price Confirmation

**Attention: George Vaughan**  
 Manager of Employment Testing  
 Personnel Review Commission  
 Cuyahoga County, Ohio  
 2429 Superior Viaduct, 2nd Floor  
 Cleveland, OH 44113

Item Description	Price
<p><b>The TestGenius Testing Software Annual License:</b></p> <p>This <b>unlimited station</b> license is active for 12 months from the start date and may be renewed at this cost for subsequent 12 month periods. This software can be network installed and is available for <b>unlimited testing on any number of concurrent stations within the organization (for OPAC) and/or department (for CritiCall).</b></p>	Annual License Renewal Cost: \$11,340.00
<p><b>TestGenius Premium Customer Service Support:</b></p> <p>Includes one year of toll-free and e-mail technical support, training, automatic upgrades, User's Group membership &amp; access.</p>	Included at no extra cost.
<p><b>Shipping &amp; Handling, Manuals, 3 Headsets</b>            FedEx Ground</p>	Included at no extra cost.
<p><b>TOTAL VALUE</b>            Billed Net 30</p>	<b>Final Cost: \$11,340.00</b>

\* All quotes are in U.S. dollars.  
 \* Sales tax applies when purchased in CA.

I, on behalf of **Cuyahoga County**, agree to the pricing and terms above and we agree to provide a purchase order or payment by \_\_\_\_\_ (enter date).

**Authorized Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

Please make all checks payable to "Biddle Consulting Group, Inc."

This price quote is valid through July 27, 2016.

**Danny Thompson • Account Executive**

**TestGenius® is a product of Biddle Consulting Group, Inc.**

193 Blue Ravine Road, Suite 270 • Folsom, CA 95630

Phone: (800) 999-0438 ext. 181 • Fax: (916) 294-4255 • dthompson@biddle.com • www.opac.com

**BEFORE THE CUYAHOGA COUNTY  
BOARD OF CONTROL**

**Vendor's Sole Source Affidavit**

Requisition No. \_\_\_\_\_

Affiant, MICHAEL CALLEN, being first duly cautioned and sworn, deposes as follows:

1. I have personal knowledge of all facts recited herein.
2. I am the V.P. OF PRODUCTS (official title and capacity) of BIDDLE CONSULTING GROUP, INC. (company name) with its principal place of business at 193 BLUE RAVINE RD. STE. 270 FOLSOM, CA 95630 (full address).
3. BIDDLE CONSULTING GROUP, INC. (company name) is the sole source provider of OPAC / CRITICAL / TESTGENIUS (goods/services to be provided).
4. OPAC / CRITICAL / TESTGENIUS (goods/services to be provided) cannot be legally purchased through another source other than BIDDLE CONSULTING GROUP. (company name) for the following reasons: BECAUSE WE ARE THE PUBLISHER AND SOLE DISTRIBUTOR.

5. I am aware and agree that all contracts with the County, including this Contract, are subject to Cuyahoga County Code and all applicable laws, ordinances, resolutions, regulations, rules and policies of the County, including, but not limited to, Title 4: Ethics and Tile 5: Contracts and Purchasing. Copies of the Cuyahoga County Code and all County ordinances and resolutions are available on the County's website at <http://code.cuyahogacounty.us/> and <http://council.cuyahogacounty.us/>

6. I am aware that Cuyahoga County intends to purchase the above-referenced goods/services without competitive bidding in reliance upon my sworn representations herein.

7. I am aware and agree that this Affidavit and the statements contained herein are made under penalty of perjury.

8. I am aware that this Affidavit and the statements contained herein are subject to investigation by the Cuyahoga County Office of the Inspector General, and any false statements herein can result in criminal prosecution.

[Signature]  
AFFIANT

Sworn to and subscribed before me this 17 day of June, 2016, in Folsom (City/Village/Township), County of Sacramento State of California

[Signature]  
NOTARY PUBLIC

(SEAL)



My commission expires: 02/16/2020

## CONTRACT

by and between

**CUYAHOGA COUNTY, OHIO**

and

**Biddle Consulting Group, Inc.**

THIS CONTRACT (the "Contract") is made and entered into effective as of the Effective Date (as defined herein), by and between Cuyahoga County, Ohio a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County") and Biddle Consulting Group, Inc. ("Biddle"), a corporation, having principal place of business at 193 Blue Ravine Rd, Suite 270, Folsom, CA 95630.

WHEREAS, the County has a present need for TestGenius Testing Software Annual License and Support Services; and

WHEREAS, Biddle is a provider of TestGenius Testing Software Annual License and Support Services; and

WHEREAS, the County desires to avail itself of the services and Biddle is willing to provide such service to the County all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Biddle and the County agree as follows:

### **Article 1. AGREEMENT AND TERM**

1.1 Scope of Agreement. During the term of this Contract, Biddle, shall provide TestGenius Testing Software Annual License and Support Services ("Services") to the County as listed on Schedule A. In the event that a discrepancy exists between the terms of Schedule A and this Contract, the terms of this Contract will be controlling and binding.

1.2 Term. This Contract shall be effective on the date it has been duly executed by this County Executive or his duly authorized designee (the "Effective Date"). The term of this Contract shall commence on the Effective Date and, unless earlier terminated in accordance with the provisions of this Contract, shall continue in effect for a period of 1 year from the commencement date. The cost of this Contract shall not exceed Eleven Thousand Three Hundred Forty Dollars (\$11,340.00).

**Article 2. PAYMENT AND INVOICING**

2.1 Payment. During the term of this Contract, the County shall pay Biddle annually or monthly for the Services outlined in Schedule A upon receipt and approval of said invoice by the County.

2.2 Invoicing. Biddle shall invoice the County annually or monthly for the Services outlined in Schedule A upon execution of this Contract. Biddle shall submit original invoice(s) to the following address:

Cuyahoga County Department of Information Technology  
Business Department  
2079 East 9<sup>th</sup> Street, 6<sup>th</sup> floor  
Cleveland, Ohio 44115

**Article 3. INDEMNITIES AND LIABILITIES**

3.1 Subcontracting. This Contract was awarded to Biddle based upon Biddle's unique qualifications and skills, and no task required to be performed under this Contract by Biddle shall be subcontracted to third parties without the express written consent of the County.

3.2 Warranty. BIDDLE HEREBY WARRANTS THAT THE SERVICES WILL NOT INFRINGE, MISAPPROPRIATE OR VIOLATE ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY; THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER, CONSISTENT WITH INDUSTRY STANDARDS; THE SERVICES WILL BE PERFORMED IN STRICT ACCORDANCE WITH THE HIGHEST STANDARDS OF CARE, SKILL, DILIGENCE AND PROFESSIONAL COMPETENCE APPLICABLE TO SUPPLIERS ENGAGED IN PROVIDING SIMILAR SERVICES; BIDDLE HAS THE REQUISITE SKILL AND STAFF TO PERFORM THE SERVICES REQUIRED HEREUNDER FULLY, IN A TIMELY AND EFFICIENT MANNER; AND BIDDLE WILL PERFORM THE SERVICES IN ACCORDANCE WITH ALL APPLICABLE LAWS.

3.3 Indemnification. Biddle hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from (a) the negligent acts or omissions of Biddle, including all of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by Biddle under any terms or provisions of this Contract.

3.4 No Indemnity by County. Biddle acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. Biddle agrees that no provision of this Contract or any other contract or agreement between Biddle and the County may be interpreted to obligate the County to indemnify or defend Biddle or any other party.

3.5 Indemnification for Infringement. Biddle will release, protect, indemnify, defend, and hold County and its officials, officers, employees, agents, representatives, departments, agencies, boards, and commissions (collectively the "Indemnified Parties") harmless from and against any claims of infringement of the intellectual property rights by any third parties against an Indemnified Party based on any Service provided under this Contract. Any defense will be at the Biddle's sole cost and expense. Further, Biddle will indemnify the Indemnified Parties for any liability resulting from any such claims, demands, or suits, as well as hold the Indemnified Parties harmless for Biddle's liability, losses, and damages resulting from such. County agrees to give Biddle notice of any such claim as soon as reasonably practicable and to allow Biddle to control the defense of any such claim. If a claim of infringement is made, or if Biddle reasonably believes that an infringement or similar claim that is pending actually may succeed, Biddle will do one of the following four things as soon as reasonably possible to avoid or minimize any interruption of County business:

- 1) Modify the offending application so that it is no longer infringing but provides substantially the same functionality as before the modification;
- 2) Replace the offending application with an equivalent or better offering;
- 3) Acquire the right for County to use the infringing application as it was intended for County to use under this Contract; or
- 4) Terminate the infringing application and refund the amount County paid for the application and the amount of any other Service that requires the availability of the infringing Service for it to be useful to County.

Biddle's obligation to indemnify the Indemnified Parties shall survive the expiration or termination of this Contract by either party for any reason.

#### **Article 4. TERMINATION**

4.1 Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its material obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days. Such termination shall be referred to as "Termination for Default". If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. Biddle, however, shall be paid for all services and/or materials provided on or prior to the date of termination. Any fees paid in advance shall be returned to the County at a prorated amount.

4.2 Termination for Financial Instability. In the event that Biddle becomes financially unstable to the point of (i) ceasing to conduct business in the normal course, (ii) making a general assignment for the benefit of creditors, or (iii) suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against Biddle of a meritorious

petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under Section 4.1, the "Termination for Default" clause, by giving written notice thereof.

4.3 Termination for Convenience. The County may terminate this Contract or any order under this Contract for its convenience and without cause. Any notice of termination will be effective thirty (30) days after the Biddle receives it. If the termination is for the convenience of the County, Biddle will be entitled to compensation for any Services that Biddle has delivered before termination. Any fees paid in advance shall be returned to the County at a prorated amount. No early termination fees shall apply to the County.

## Article 5. INSURANCE

5.1 Biddle shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. **Worker's Compensation Insurance** as required by the State of Ohio. If Biddle has employees working outside of Ohio, Biddle shall provide Worker's Compensation Insurance as required by the various state and federal laws including Employers' Liability coverage.

2. **Commercial General Liability Insurance** with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;  
 \$1,000,000 personal & advertising injury;  
 \$1,000,000 general aggregate;  
 \$1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

3. **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than:

\$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

4. **Technology Professional /Errors & Omissions Liability Insurance** for all vendors who provide IT professional technology services and products (including, but not limited to, IT consultants, software developers, web developers and designers, data processing, and internet/media publishers). This coverage shall respond with limits of liability not less than:

\$1,000,000 per claim;  
 \$2,000,000 aggregate.

This coverage shall extend protection for economic loss of a third party arising from: (1) failure of the Biddle's product to perform as intended or expected, and (2) acts, errors, or omissions committed by the Biddle in the performance of its services.

5. **Cyber Risk Insurance** for all vendors who provide software development and installation, or the storage of, hosting of, use of or access to County data. This coverage shall respond to privacy and network security liability claims with limits of liability not less than:

\$3 million per claim;  
\$3 million per aggregate.

## 5.2 Insurance Coverage Terms and Conditions

1. The insurance policies of Biddle required for this Contract, shall:

(i) Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation, Technology Professional/Errors & Omissions Insurance, or Cyber Risk Insurance.

(ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County; and

(iii) Be primary and not in excess or contingent on any other basis; and

(iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:

(A) "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability"; and/or

(B) "Waiver of subrogation in favor of the County."

(v) The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A- VII or above.

(vi) The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.

(vii) **High-risk activities** may require higher insurance limits.

(viii) These insurance provisions shall not affect or limit the liability of Biddle stated elsewhere in this Contract or as provided by law.



(ix) Biddle shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

(x) The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.

(xi) If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

(xii) Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.

(xiii) Biddle shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

## **Article 6. CONFIDENTIALITY**

6.1 Information. During the Term of this Contract, each party hereto may disclose information ("Information") to the other party by a variety of means, including oral presentations, provision of documents or portions thereof, samples or other physical materials, visual inspection or otherwise. For purposes of this Contract, the term "Disclosing Party" shall refer to either Party hereto and any of its parents, subsidiaries, affiliates, partners, members, and employees (collectively "Representatives") in connection with such party's disclosure of Information to the other party and the term "Recipient" shall refer to either party hereto and any of its Representatives hereto in connection with such party's receipt of Information from the other party. Either party hereto shall cause any of its Representatives that receives Information to be bound by all terms of this Contract. Information may or may not be expressly identified as "confidential" at the time of its disclosure to the Recipient. Such identification shall not be a condition to the protection of Information hereunder

6.2 Disclosure. The Recipient shall (a) maintain the confidentiality of any Information disclosed; (b) not disclose or permit the disclosure of any Information to any person other than those expressly described in this Contract; (c) not use Information except for the limited purpose of the commercial relationship between the parties; and (d) protect Information from disclosure or other misuse with the same degree of care as the Recipient uses to protect the Recipient's own

most valuable confidential information (but in no case with any less than reasonable care). The Recipient shall immediately notify the Disclosing Party of any disclosure of any Information which is not permitted by this Contract or other misuse of any Information or breach of this Contract. Unless otherwise expressly authorized in writing by the Disclosing Party, the Recipient shall, to the extent reasonably possible, but without limiting the Recipient in its use of Information as permitted herein, (a) limit disclosure of Information to those employees and/or agents of Recipient for whom such knowledge is essential for the purposes set forth in this Contract ("Other Persons"), and (b) limit the number of any copies made of physical materials containing any Information. The Recipient shall cause any Other Persons who receive Information from the Recipient to be bound by all terms of this Contract. Without limiting the direct liability of any Other Persons that may have received Information directly or indirectly from the Recipient, the Recipient shall be responsible for the disclosure or other misuse of Information by any Other Persons, and the Recipient shall immediately take such steps as may be necessary to terminate any continuing disclosure or misuse by any Other Persons of which Recipient becomes aware.

6.3 Exclusions. The obligations of this Contract shall not apply to, and "Information" shall not include, any information which the Recipient can prove: (a) is in the public domain in a collected form on the date of disclosure by the Disclosing Party to the Recipient; (b) comes into the public domain other than by direct or indirect disclosure by the Recipient or a party receiving the information from the Recipient; (c) is lawfully obtained from the County under circumstances which allow the Recipient to freely disclose the information to any other party without confidentiality restrictions; (d) is already known to the Recipient on the date of disclosure by the Disclosing Party to the Recipient other than as a result of disclosure from the County; or (e) is developed independently by the Recipient without making use of any information received from the Disclosing Party.

6.4 Release. In the event that the Receiving Party or any of its Representatives becomes legally compelled (or requested by an applicable regulatory body) to disclose any of the Information, the Receiving Party will provide the Disclosing Party with prompt written notice, unless providing such notice would violate applicable law or regulation, so that the Disclosing Party may seek, at its sole cost, a protective order or other appropriate remedy (and if the Disclosing Party seeks such an order, the Receiving Party will provide such cooperation as the Disclosing Party reasonably requests) and/or waive compliance with the provisions of this Contract. In the event that such a protective order or other remedy is not obtained, or if the Disclosing Party waives compliance with the provisions of this Contract, the Receiving Party will furnish only that portion of the Information which is legally required.

## **Article 7. OWNERSHIP**

7.1 Documents. All documents created pursuant to this Contract shall be the property of the County upon approval and acceptance of such documents.

7.2 Data. All data, documents and information provided to Biddle by the County shall remain County property and shall be kept confidential in accordance with Article 7. Upon termination of this Contract, unless expressly agreed to otherwise in writing, Biddle shall return all County owned data, documents and information. Data shall be returned in industry standard format and as agreed to by the County within sixty (60) days of termination of this Contract, unless otherwise agreed to in writing by the parties.

**Article 8. MISCELLANEOUS**

8.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Department of Information Technology  
2079 East 9<sup>th</sup> Street, 6<sup>th</sup> Floor  
Cleveland, Ohio 44115

In the case of Biddle:

Biddle Consulting Group, Inc.  
193 Blue Ravine Rd, Suite 270  
Folsom, CA 95630

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

8.2 Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

8.3 Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed shall survive any such termination or expiration, or (ii) remain to

be performed or by their nature would be intended to be applicable following any such termination or expiration.

8.4 Record Audit Retention. Biddle agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should Biddle be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

8.5 Governing Law and Jurisdiction. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. Biddle hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at <http://council.cuyahogacounty.us/>

8.6 Social Security Act. Biddle 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 payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by Biddle for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials; and said Biddle also agrees to indemnify and save harmless Cuyahoga County from such contributions or taxes or liability.

8.7 Assignment. Biddle shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County.

8.8 Contract Processing. Biddle shall submit one (1) original contractual agreement with original signature to the following:

Cuyahoga County

ATTN: Business Department  
2079 East 9<sup>th</sup> Street, 6<sup>th</sup> Floor  
Cleveland, Ohio 44115

8.9 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this Contract must be executed by the County before compensation for the Services set forth in this Contract can be provided. In the event that Services are provided by Biddle prior to the execution of this Contract by the County, the same will be provided at Biddle's risk, and payment therefore cannot, and will not, be made unless and until this Contract is approved by the County. Upon approval by the County of this Contract, however, any and all prior performance under this Contract shall be deemed ratified and said performance shall be deemed to be included in this Contract. Payment(s) for said prior performance shall not increase the amount of the Contract limit.

8.10 Ethics Requirements. Biddle agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training, and Registration of all Lobbyists retained by Biddle. Biddle shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspector General's website may be found at: <http://inspectorgeneral.cuyahogacounty.us/>

8.11 Entire Agreement and Modification. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

8.12 Findings and Recovery. Biddle represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and Biddle must immediately repay to County any funds paid under this Contract and must make the County whole for any damages sustained by the County.

8.13 Good Standing. Biddle is in good standings and has the full legal authority to enter in to this Contract and perform its obligations hereunder, and has all requisite power, corporate or otherwise, to conduct its business as presently conducted and will remain so qualified and in good standing during the term of this Contract.

8.14 Conflicts of Interest. Biddle personnel may not acquire any personal interest that conflicts with Biddle's responsibilities under this Contract. Additionally, Biddle will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under Biddle's control, if such an interest would conflict with that official's or employee's duties. Biddle will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. Biddle will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

8.15 Force Majeure. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.

8.16 Severability. If any provision of this Contract is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.

8.17 Independent Contractor. It is fully understood and agreed that Biddle is an independent contractor and is not an agent, servant, or employee of County. Biddle declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities.

8.18 Headings. The section headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

8.19 Assignment; Binding Effect. Biddle may not assign this Contract without the prior written consent of the County.

8.20 Equal Employment Opportunity. Biddle will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.

8.21 Drug-Free Workplace. Biddle must comply with all applicable state and federal laws regarding keeping a drug-free workplace. Biddle must make a good faith effort to ensure that all its employees, while working on County property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

8.22 Counterparts. This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

8.23 Anti-Discrimination. Biddle agrees that in its employment of labor, skilled or unskilled, there shall be no discrimination exercised against any person because of race, color, religion, national origin, sex, gender, ancestry, age, disability, sexual orientation, sexual identity, genetic information, military status, or veteran status, and a violation of this term shall be deemed a material breach of this Contract. It shall be the policy of Biddle to provide equal opportunity to all business persons seeking to contact, or otherwise interested in contracting with, Biddle, including various eligible Small Business Enterprises, but that such a policy does not create an obligation on the part of Biddle to enter into any particular agreements.

8.24 No Apparent Authority/Proper Approvals. Biddle recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

8.25 Execution by Other Entities. The County of Cuyahoga, Ohio and any agency, board, department, municipality, public or private educational system and any other public entity or organization affiliated with Cuyahoga County including, without limitation, law enforcement and first responders may enter into a contract with Biddle for the services set forth in this Contract upon the same terms and conditions as are set forth herein including, without limitation, price. Any such arrangement shall be documented in a separate agreement to be executed by Biddle and such entity.

8.26 Annual Appropriations. All of the County's obligations under the Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify Biddle of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County.

#### **Article 9. ELECTRONIC SIGNATURE**

**BIDDLE AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. BIDDLE ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS,**


**TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.**



IN WITNESS WHEREOF, the County and Biddle have executed this Contract effective as of the Effective Date.

**BIDDLE CONSULTING GROUP, INC.**

**CUYAHOGA COUNTY, OHIO**

BY:   
\_\_\_\_\_  
{ NAME } *MICHAEL CALEN,*  
*V.P. PRODUCTS*

BY: \_\_\_\_\_  
Armond Budish, County Executive

The legal form and correctness  
Of this Contract is hereby approved:  
Law Department  
County of Cuyahoga, Ohio  
Director of Law

By: \_\_\_\_\_  
Assistant Director of Law

Name:

Date:



**RQ**  
**Cuyahoga County**  
**Mandatory Vendor Compliance Form**  
**(C.C.C. § 501.15 and 501.19)**

**By initialing next to each requirement below and by affixing my signature at the end of this document, I hereby certify that I or the company that I am authorized to represent (the "vendor") is in compliance with each requirement listed below and shall remain in compliance at the time of execution of a contract with the County. Failure to initial next to each and every requirement below may result in disqualification and/or rejection of the bid/proposal/statement of qualifications/offer. If any material breach of the certifications required below occurs during the contract performance by the vendor, the County may exercise any or all contractual remedies, including, but not limited to, contract termination for cause.**

You MUST initial in the right hand column next to each criteria to certify compliance		INITIAL
1	Vendor is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful vendor shall provide this policy upon request).	1 <i>MC</i>
2	Vendor does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating.	2 <i>MC</i>
3	Vendor is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws.	3 <i>MC</i>
4	Vendor will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports.	4 <i>MC</i>
5	Vendor has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings.	5 <i>MC</i>
6	Vendor has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the vendors' entire time of doing business, if less than seven (7) years.	6 <i>MC</i>
7	Vendor has not had the professional license of any of its employees revoked for malfeasance or misfeasance.	7 <i>MC</i>
8	Vendor has not violated any unemployment or workers compensation law during the past five (5) years, or during the vendor's entire time of doing business, if less than five (5) years.	8 <i>MC</i>
9	Vendor does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount.	9 <i>MC</i>
10	Vendor will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any.	10 <i>MC</i>
11	Vendor is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Vendor shall place "N/A" and his/her initials in the box to the right.	11 <i>MC</i>
12	Vendor will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Vendor shall place "N/A" and his/her initials in the box to the right.	12 <i>MC</i>
13	Vendor will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance.	13 <i>MC</i>
14	Vendor will require all of its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Vendor shall place "N/A" and his/her initials in the box to the right.	14 <i>MC</i>
15	Vendor has met and will comply with all provisions of state law relating to ethics. Vendor has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance.	15 <i>MC</i>
16	Neither Vendor nor any of its owners, principals, and senior management are delinquent on any taxes or court costs in Cuyahoga County.	16 <i>MC</i>

Printed Name: MICHAEL CAUSEN

Company: BIDDLE CONSULTING GROUP

Signature: *Michael Causeen*

Date: 6/23/2016

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Biddle Consulting Group, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)  
**193 Blue Ravine Rd., Suite 270**

6 City, state, and ZIP code  
**Folsom, CA 95630**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

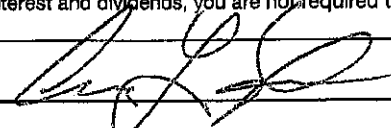
Social security number										
			-							
or										
Employer identification number										
6	8		-	0	4	6	5	6	9	0

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ 1-25-16

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# Certified Search for Unresolved Findings for Recovery



**Dave Yost**  
Ohio Auditor of State

Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140  
(614) 466-4514  
(800) 282-0370

## Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

### Contractor's Information:

**Organization:** Biddle Consulting Group, Inc.  
**Date:** 06/17/2016

This search produced the following list of possible matches:

0 Possible matches were found

Name/Organization	Address
-------------------	---------

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

## Business Entity Detail

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Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, June 14, 2016. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	BIDDLE CONSULTING GROUP, INC.
Entity Number:	C2263621
Date Filed:	09/29/2000
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	193 BLUE RAVINE RD STE 270
Entity City, State, Zip:	FOLSOM CA 95630
Agent for Service of Process:	RICHARD BIDDLE
Agent Address:	6858 OAK AVE
Agent City, State, Zip:	FOLSOM CA 95630

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

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## Principal Owner Form

*(Required Document for Award Recommendations/Purchases/Contracts)*

**VENDOR:** Please complete the following information and return it to the Cuyahoga County "Requestor"

Company Name (Legal name of the business):	Biddle Consulting Group, Inc.
Principal Owner's Name (The legal name of the owner(s) of the business):	Dan A Biddle, PhD
Owner/Officer's Title:	President / CEO
Business Address:	193 Blue Ravine Road, Suite 270, Folsom, California 95630
Phone Number:	(800) 999-0438
Name of Person Completing Form:	Cherie Kubit
Signature:	<i>Cherie Kubit</i>
Title:	Administrative Officer

(\* If there is more than one (1) principal owner, complete information for that / those person(s) as well. If a corporation, identify the CEO, President or other officers of the Corporation representing shareholders. The document **MUST** identify an individual(s) name.

### CUYAHOGA COUNTY STAFF:

*I certify that I have checked the Debarment/Suspension lists on the Cuyahoga County Inspector General's (IG) website and the Debarment/Suspension lists did not contain the above detailed vendor and/or principal owner.*

(Form is to be dated within 60 days from the Department approval (NOVUS and/or BuySpeed) for the current purchase.)

Signature: *Cherie Kubit*

Date: 6/17/16

Printed Name: Cherie Kubit

IG Number: 15-0125





## COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**TECHNOLOGY XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <b>A.</b> Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion | <b>J.</b> Blanket Additional Insured - Lessors Of Leased Equipment   |
| <b>B.</b> Non-Owned Watercraft Less Than 75 Feet  | <b>K.</b> Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement |
| <b>C.</b> Aircraft Chartered With Pilot   | <b>L.</b> Blanket Additional Insured - Broad Form Vendors  |
| <b>D.</b> Damage To Premises Rented To You  | <b>M.</b> Who Is An Insured - Unnamed Subsidiaries   |
| <b>E.</b> Increased Supplementary Payments  | <b>N.</b> Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures  |
| <b>F.</b> Who Is An Insured - Employees And Volunteer Workers - First Aid                       | <b>O.</b> Medical Payments - Increased limits  |
| <b>G.</b> Who Is An Insured - Employees - Supervisory Positions                                 | <b>P.</b> Contractual Liability - Railroads  |
| <b>H.</b> Who Is An Insured - Newly Acquired Or Formed Organizations                            | <b>Q.</b> Knowledge And Notice Of Occurrence Or Offense  |
| <b>I.</b> Blanket Additional Insured - Owners, Managers Or Lessors Of Premises                  | <b>R.</b> Unintentional Omission   |
|   | <b>S.</b> Blanket Waiver Of Subrogation  |

**PROVISIONS**

**A. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION**

The following replaces Exclusion **a., Expected Or Intended Injury**, in Paragraph **2.**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- a. Expected Or Intended Injury Or Damage**  
 "Bodily injury" or "property dam-

age" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**B. NON-OWNED WATERCRAFT LESS THAN 75 FEET**

The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**I. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

**J. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

**K. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed

and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**L. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

#### **M. WHO IS AN INSURED - UNNAMED SUBSIDIARIES**

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

#### **N. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES**

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any cur-

rent or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under **Section II - Who Is An Insured**.

#### **O. MEDICAL PAYMENTS - INCREASED LIMITS**

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or
- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

#### **P. CONTRACTUAL LIABILITY - RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

#### **Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of **Section II - Who Is An Insured**:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" author-

## COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.



## COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**TECHNOLOGY XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <b>A.</b> Reasonable Force Property Damage - Exception To Expected Or Intended Injury Exclusion | <b>J.</b> Blanket Additional Insured - Lessors Of Leased Equipment   |
| <b>B.</b> Non-Owned Watercraft Less Than 75 Feet  | <b>K.</b> Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement |
| <b>C.</b> Aircraft Chartered With Pilot   | <b>L.</b> Blanket Additional Insured - Broad Form Vendors  |
| <b>D.</b> Damage To Premises Rented To You  | <b>M.</b> Who Is An Insured - Unnamed Subsidiaries   |
| <b>E.</b> Increased Supplementary Payments  | <b>N.</b> Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures  |
| <b>F.</b> Who Is An Insured - Employees And Volunteer Workers - First Aid                       | <b>O.</b> Medical Payments - Increased limits  |
| <b>G.</b> Who Is An Insured - Employees - Supervisory Positions                                 | <b>P.</b> Contractual Liability - Railroads  |
| <b>H.</b> Who Is An Insured - Newly Acquired Or Formed Organizations                            | <b>Q.</b> Knowledge And Notice Of Occurrence Or Offense  |
| <b>I.</b> Blanket Additional Insured - Owners, Managers Or Lessors Of Premises                  | <b>R.</b> Unintentional Omission   |
|   | <b>S.</b> Blanket Waiver Of Subrogation  |

**PROVISIONS**

**A. REASONABLE FORCE PROPERTY DAMAGE - EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION**

The following replaces Exclusion **a., Expected Or Intended Injury**, in Paragraph **2.**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

- a. Expected Or Intended Injury Or Damage**  
 "Bodily injury" or "property dam-

age" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

**B. NON-OWNED WATERCRAFT LESS THAN 75 FEET**

The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

**I. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

**J. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

**K. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed

and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

**L. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS**

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
  - (1) Any express warranty not authorized by you;
  - (2) Any change in "your products" made by such vendor;
  - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
- (6) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

#### **M. WHO IS AN INSURED - UNNAMED SUBSIDIARIES**

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

#### **N. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES**

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any cur-

rent or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under **Section II - Who Is An Insured**.

#### **O. MEDICAL PAYMENTS - INCREASED LIMITS**

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or
- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

#### **P. CONTRACTUAL LIABILITY - RAILROADS**

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

#### **Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE**

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of **Section II - Who Is An Insured**:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" author-



## COMMERCIAL AUTO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in

a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

June 24, 2016



To Whom It May Concern:

The purpose of this document is to make known that Michael Callen, V.P. of Products for Biddle Consulting Group, Inc., has signing authority for contracts and maintenance agreements between Biddle Consulting Group, Inc., and Cuyahoga County.

A handwritten signature in blue ink, which appears to be "Patrick Nooren", is written over a horizontal line. To the right of the signature, the date "6/24/16" is written in blue ink.

Patrick Nooren, Ph.D. / Corporate V.P.  
Biddle Consulting Group, Inc.



Biddle Consulting Group, Inc.

Corporate Seal

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Should there be any questions concerning this Agreement, contact BCG at 193 Blue Ravine Road, Suite 270, Folsom, CA 95630.

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# 2 Installing the Software

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## System Requirements

The **OPAC System** minimum requirements are:

- **Processor:** Pentium® 3 or later, 450 mhz or faster
- **Operating System:** Windows® 2000/XP/Vista/7 (latest service packs and updates required). Also requires that .Net Framework 3.5 or later be installed in Windows.
- **RAM:** Windows 2000/XP - 512 MB or more recommended
- **RAM:** Vista or 7 – 1 GB or more recommended
- **Hard drive space available:** 160 MB minimum, 300 MB or more recommended
- **Monitor:** Super VGA with 16-bit Color, resolution of 1024x768
- **Sound card:** Required for the **Customer Service tests (Customer Service: Telephone and Telephone Order Entry)** and **Spelling test**
- **Internet Explorer®:** 4.0 or higher
- **CD-ROM drive** for installation of the **OPAC System**
- **Headset or speakers** are required for the **Customer Service tests (Customer Service: Telephone and Telephone Order Entry)** and the **Spelling test**. The headset should have a volume control.



In addition, several tests require the use of external software (word processing, spreadsheet, and database). This external software must be setup on the testing PC or available via network (see p. 4-8, **External Software** for details). See p. 3-6 **Tests Included in the OPAC System** for details on specific tests.

### **Important Note About Microsoft Outlook**

If Microsoft Word is designated in Outlook as the default email editor, then when Outlook is running Windows will consider a session of Word to be running, as well.

This will cause a message to appear when starting any test that uses Word, and the test will not start or complete correctly.

If Word is the default email editor, then be sure Outlook is not running when a test-taker logs into the **Candidate Program**.

---

## Installing the OPAC System

The **OPAC System** is supplied on a CD to speed installation and provide long-term reliability.

Before installing any program on your computer, it is recommended that all other programs be closed. This includes hidden programs, any other programs or utilities that may start automatically when the computer is first started. Today's computers often have many such programs located in the System Tray, which will show icons next to the time at the right end of the **Windows Taskbar** (the bar usually located at the bottom of the screen with the **Start** button on the left end).

The installation program will automatically create an OPAC folder for the OPAC System. If an Update is being installed, it should be installed to the same location as the previous version. This ensures that all candidate information and scores will be available to the newer version.

When installing on a network, the setup program should be run on the Test Administrator's computer. Create an OPAC folder on the desired server drive, then map this folder at the Test Administrator's computer.

### ***Permissions Required!***

The Windows logon used by **test takers** and the **Test Administrator** must have Write permissions to the \OPAC folder, and Modify permissions to OPAC's \Data folder. Otherwise, Windows may generate various permissions-related errors during testing.

You may be able to close these programs by right clicking on them and selecting **Close** or **Exit**. You may need to use the **Close Program** window to close some programs. To view the **Close Program** window, hold down the **Alt** and **Ctrl** keys at the same time and press the **Delete** key once. When the **Close Program** window is displayed, click once on the program to be closed, then click the **End Task** button. Never **End Task** on **Explorer**, as this will reboot the computer. Windows NT/2000 systems have a more complex **Task Manager** program (also accessed by **Ctrl-Alt-Delete** keys) for closing programs, which may require your system administrator's assistance.

To begin installing the **OPAC System**, place the CD in the CD drive of your computer. The setup program should start automatically, and you may skip to the last screen on this page. If setup does not start, drag the mouse cursor to the bottom of your screen to display the **Windows Taskbar** and click the **Start** button. If the **Taskbar** does not come into view when the cursor is dragged to the bottom of the screen, press the **Ctrl** and **Esc** keys simultaneously. The **Taskbar** and **Start Menu** will both be displayed. From the **Start Menu**, select the **Run** option. The following **Run** window will be displayed.

## OPAC Single-User Installation

### Starting the Setup Program

If the Setup program does not begin automatically when the CD is placed in the drive, click the **Start** button on the taskbar at the bottom of the desktop screen.

Select **Run** from the **Start** menu.

In the **Open** field, type in the path to the Setup program on the CD. For example, **E:\Setup.exe** (if E: is your CD drive).

You may also use the **Browse** button to display the **Browse** window for finding the CD drive then select the **Setup.exe** program.

Click the down-arrow in the **Look In** field at the top of the window, then click the CD drive letter. This will display the contents of the CD. Find the **Setup.exe** file and double-click it. This will take you back to the **Run** window and **Setup.exe** will be in the **Open:** field. Now click the **OK** button. This will start the setup program.

When the **Setup** program starts, the first screen will remind you to close all other programs. Click the **Next** button when you have finished reading this screen.

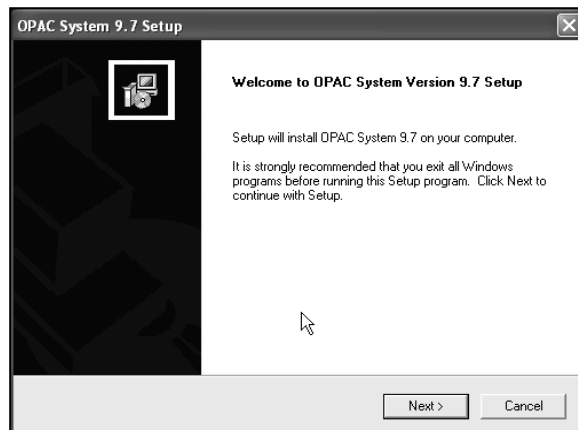
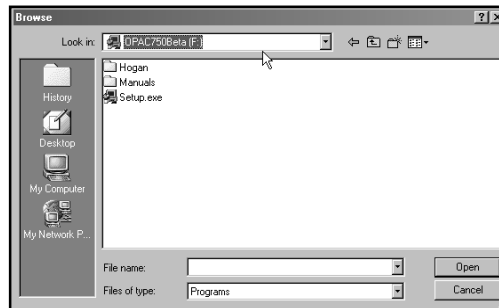
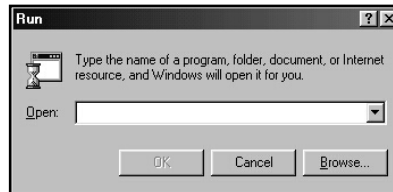
If other programs need to be closed, especially virus checkers and other applications, **Cancel** the setup and begin again after all other programs have been closed.

Newer computers often start several applications automatically when the computer is turned on. These may interfere with the installation of new software.

### **Important!!**

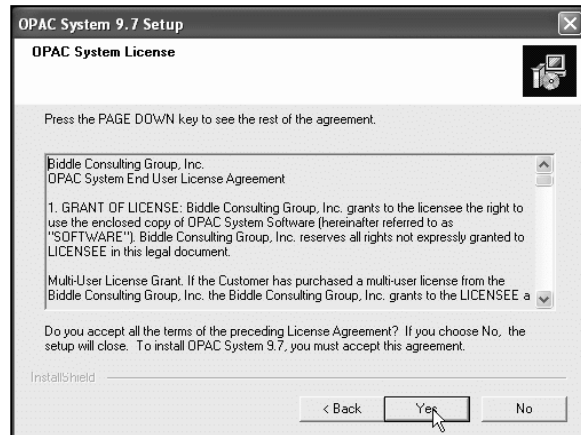
The **Candidate Program** needs to be run one time on each testing computer while logged into Windows with **Administrator** permissions.

This will properly register the Active X required by the video player used in some of the simulation tests. The Candidate program will work for regular users after that.



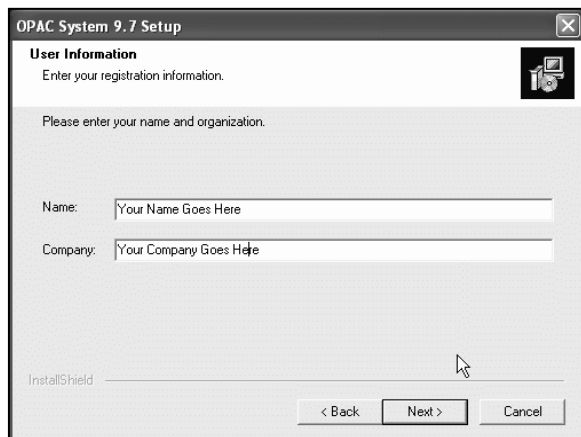
## OPAC System License:

This screen shows the license agreement that applies to the **OPAC System**. When you have read and understand the agreement, click the **Yes** button.



## User Information:

The screen requires that you enter your name and employer. When these fields are completed, click **Next**.



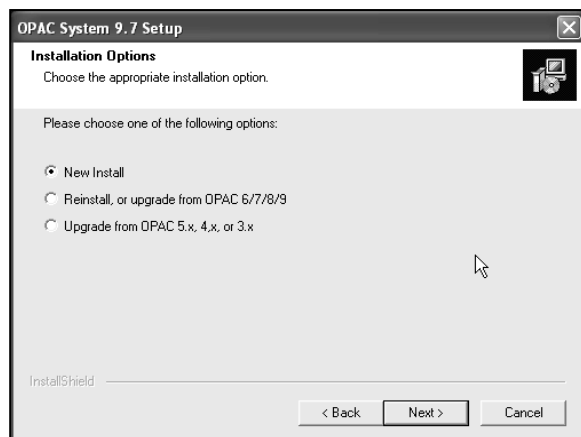
## Installation Options:

Select "**New Install**", if this is a new installation of the **OPAC System**.

**Important!** If you are re-installing the **OPAC System**, **DO NOT** uninstall the existing **OPAC System** first. Doing so will cause existing candidate data to be lost.

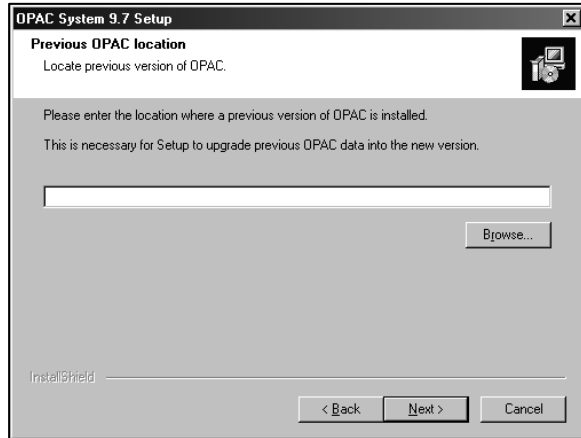
Select "**Reinstall or Upgrade...**" if you are reinstalling the current version or upgrading from v.6, 7, 8, or 9. Then Browse to the current **OPAC** folder.

Select the second option, **Upgrade from OPAC 5.x, ....** **only** if you are upgrading from version 5.x or earlier. This option will automatically update your existing data files to the current file layout.



## Previous OPAC Installation:

This screen only appears if you are updating from a prior version. Use the Browse button to find the current \OPAC folder, then click Next.



## Select Components/Destination Folder:

This screen lists the components of the **OPAC System**. Select all of the components.

*If you are re-installing the system or updating from an earlier version, setup will automatically determine that candidate data exists and update the data format as needed. Existing data will be maintained.*

**Destination Folder** shows the **default** location where the **OPAC System** will be installed. You may click **Browse** to search for a different location.

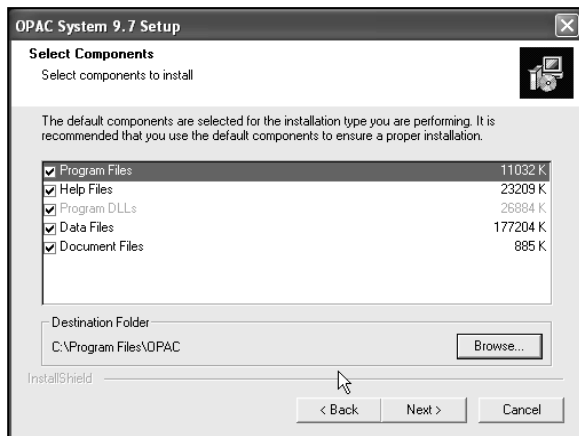
+Click **Next** when you are finished with this screen.

*The **OPAC System** may be installed to any local drive or any network drive to which this workstation has access.*

## Vista/Windows 7

*If you elect to install OPAC to the **\Program Files** folder in Vista, then the data files will automatically be stored in the new **\ProgramData** folder.*

**Permissions Required – OPAC**  
System administrators AND test takers must have permissions to the



### **Important Update Note!**

If you are **upgrading** from a previous version of the **OPAC System**, it is important that you install this upgrade to your existing **\OPAC** folder. This will ensure that previously saved data, including candidate test scores, will be maintained in the new version.



*OPAC data folder for **Read & Execute, List Folder Contents, Read, and Write**. It is recommended that you create an OPAC user or OPAC user group and provide **Write** permissions to the OPAC data folder, wherever it is located.*

### **Multiple Workstation Testing Option**

Even the single-user version of the **OPAC System** may be installed to a network drive. This allows testing from any workstation that has access to the selected network drive. So, if you can't always use the same workstation for testing, install the **OPAC System** to a network drive.

Also be sure the Windows logon used by test takers has Write permissions to the OPAC Data folder.

### **External Software Setup:**

**Setup** will automatically find

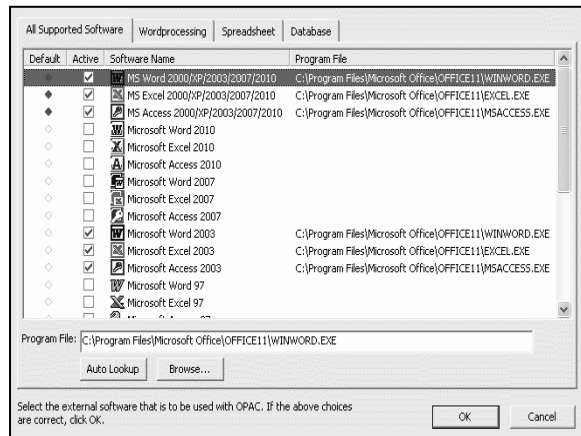
*Microsoft Office applications on the local drive, if they are in the normal default locations. Each application's path will be shown in the **Program File** column, and the **Active** check box will be checked. Uncheck any application you wish to **not** be available for testing use.*

Use the **Browse** button to locate an application not found automatically.

The **All Supported Software** tab lists all applications used by the **OPAC System**. The **Word Processing, Spreadsheet, and Database** tabs list those respective applications only.

### **Setup Complete:**

When the **Setup Complete** screen appears, click the **Finish** button to complete the installation process. All folders required for testing and storage of data are created automatically.



### **Important Setup Note!**

The **Candidate Program** must be started the first time while logged into Windows as an **Administrator**. This allows an **Active X control** to be registered properly (control used by the video player for some of the tests). If the Active X Control is not registered properly, a message will be display about "**Cannot install test component...**" when the **Candidate Program** is started.

### **Important Update Note!**

If you are updating to **OPAC 9.x** from a previous version (8.x or earlier), Time Limits (see p. 4-18) and Test Selection options (see p. 4-17) will be reset to the default values.

### **"The maximum number of users has been reached....."**

This message may appear when a test taker attempts to log into the Candidate Program if OPAC thinks the Candidate Program is already running. The most common cause is that the licensed number of testing "seats" are already in use. Running the **Administrator Program** does **not** take up a testing "seat".

If the Candidate Program is closed abnormally (such as a power surge causes Windows to restart in the middle of testing, or **End Task** was used to close the Candidate Program, or the Candidate Program was running and someone simply powered off the computer), then OPAC may think that workstation is still using the Candidate Program, thus taking up one of the testing "seats".

The solution is to **leave the "Maximum number of users..." message on the screen**, wait two to three minutes, then click the **Retry** button. During the wait period, OPAC will poll all the workstations it thinks are testing, and free up the seats for those that are not actually in use.

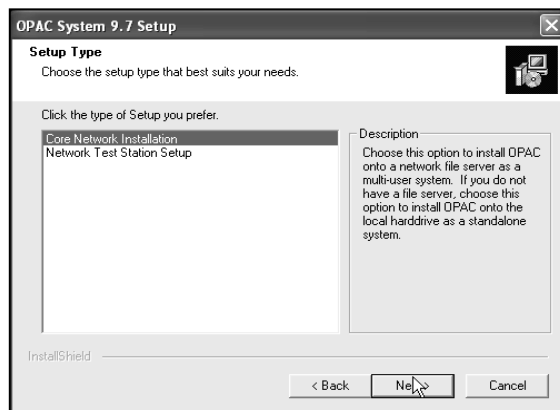
## **OPAC Multi-User Installation**

The multi-user version of the **OPAC System** is a Windows application that is installed to a network location and used simultaneously by multiple "test stations" (workstations). The license purchased determines how many test stations can be used at the same time.

First, create a shared **OPAC** folder on the network drive where the **OPAC System** will be installed. The Windows usernames that will be used by testers or the Test Administrator must have **Modify** (or equivalent) permissions, to the **OPAC** folder and sub-folders and files. You may want to create an **OPAC** user or group for all those using **OPAC**, then provide the needed permissions to the group.

### **Setup Options**

Perform the **Core Network Installation** from the **OPAC Test Administrator's** workstation. This ensures the proper shortcuts to the **OPAC System** will be created on this workstation.



### **Upgrading**

If upgrading from a prior version of the **OPAC System**, install the new version to the same **\OPAC** folder where the old version is located. This ensures that prior testing history will be maintained in the newer version.

After an update is installed, **Time Limits** (see p. 4-18) and **Test Selection** options (see p. 4-17) are reset to the default values.

A listing of **Frequently Asked Questions** and answers on the **OPAC System** is available on our website at: [www.opac.com/frequent.html](http://www.opac.com/frequent.html).

**Core Network Installation** – *Installs the entire **OPAC System** to a network drive using the same screens as the **Single-User Installation** on the previous pages. Shortcuts will be created for the **Candidate Program** and the **Administrator Program** on the **Start – Programs** menu.*

**Test Station Setup** – *Run this option on the testing workstations. This will create a shortcut to the **Candidate Program** used for testing, and register the **ActiveX control** used by the simulation tests.*

**Select Components** screen – *Use the **Destination Location** field to select the desired network folder to install the **OPAC System**.*

**Running the Administrator Program on multiple workstations** – *If the **Administrator Program** will be run on more than one workstation, simply create a shortcut to the **OpacAdm.exe** file in the **OPAC** folder on the network.*

*The Windows username in use when running the **OPAC Administrator Program** must have **Modify** permissions to the **OPAC** folder and sub-folders and files.*

**Network Test Station Setup** – *Run this **Setup** option on each individual test station **after** the **Core Network Installation** has been used to install the system on the server (network drive).*

*This option simply creates a shortcut on the **Start | Programs** menu pointing to the **Candidate Program** on the server (the **OPAC.exe** file).*

### **Test Folders and Multi-User Systems**

All test stations need to have their own unique Test folder (\OpacTest) for holding temporary documents used during testing.

The **Start In** field in the **Properties** for the shortcut for the **Candidate Program** (on the test stations) determines where “Test” folders will automatically be created.

*If **Start In** equals the \OPAC folder on the network, then the test folder will be created in the user’s **My Documents** folder.\**

*If **Start In** is blank, no entry, then the Test folder will be created in the same location as the shortcut. So if the shortcut is on the Desktop, then the Test folder will be created on their desktop.*

*\* Testers must have Windows permissions that allow them to create a **Test** folder in their **My Documents** folder, or on their desktop.*

**To use a different location**, create the Test folder in the desired location, such as C:\OpacTest, then edit the **Start In** field in the shortcut to match the new Test folder location.

#### **Sample Shortcut Properties**

##### **OPAC Administrator Program**

Target:	"F:\OPAC 9\OpacAdm.exe"
Start in:	"F:\OPAC 9"

#### **Sample Shortcut Properties**

##### **OPAC Candidate Program**

Target:	"F:\OPAC 9\Opac.exe"
Start in:	"F:\OPAC 9"

## Upgrading or Re-installing the OPAC System

If the OPAC System is upgraded to a later version, or if it is re-installed for some reason, the software should be installed to the same folder location as the existing/prior version. This way, all existing Candidate Information, Test Scores, and most Administrator Program settings will be maintained.

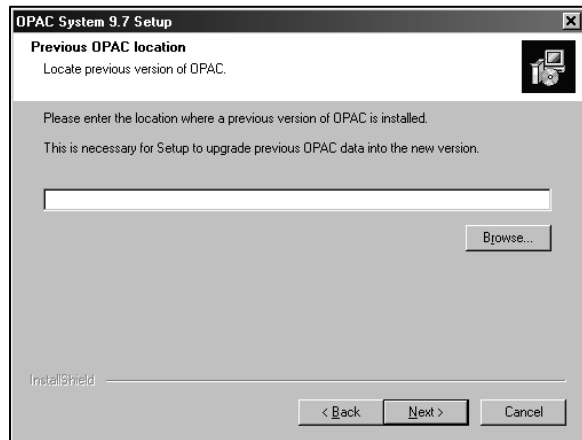
### ***DO NOT Remove or Uninstall the OPAC System***

If the software is uninstalled, or removed using **Add/Remove Programs**, then all program files will be removed, as well as all candidate information, and all existing data files and test history.

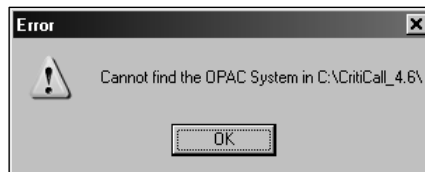
When an Upgrade to a later version is installed, certain settings will revert to the original default values. These include:

- The **Administrator Password** used to access the OPAC Administrator Program will revert to “OPAC” (without the quotes). See page 4-12 for details.
- **Time Limits** on tests will revert to zero for most tests, and 5 minutes on Keyboarding and Data Entry tests. See page 4-18 for details.

*The screen shown will appear if you are upgrading from a prior version of OPAC. Use the **Browse** button to locate the folder where the prior version is installed.*



**\*\* If a message appears that Setup cannot find the OPAC System in the location you entered, it means you need to re-enter the correct location where the prior version can be found.**



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## External Software - Executable Files

The **External Software** option on the **Setup** menu requires the following .EXE files. These file names are identified in the **External Software Setup** thereby enabling the **OPAC System** to locate software titles installed on the computer.

The **OPAC System** works with the software titles listed below for versions compatible with Windows 98 and higher. The system will not work with DOS based applications software.

**Note:** All applications listed below may not be supported in this version of the **OPAC System**. Check with your **OPAC System** sales representative for confirmation of software titles supported.

### Word Processing Titles:

Microsoft Word	WINWORD.EXE
WordPerfect for Windows	WPWIN.EXE

### Spreadsheet Titles:

Microsoft Excel	EXCEL.EXE
Lotus 1•2•3	123W.EXE

### Database Titles:

Microsoft Access	MSACCESS.EXE
dBASE - version 5.0	DBASEWIN.EXE
Paradox - version 5.0	PDOXWIN.EXE
Microsoft FoxPro - version 2.5+	FOXPROW.EXE
Microsoft Visual FoxPro – version 6.0	VFP6.EXE
Power Point	
Power Point 2000 or later only	POWERPNT.EXE

Be sure you have the latest updates available for all external software products in use, including Microsoft Windows, to ensure optimal performance.

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## Setting up Microsoft Office Programs

Be sure all Microsoft Office programs (Word, Excel, Access, Outlook, Power Point) are closed on the testing workstation prior to having a test taker **Sign In** to the **Candidate Program**. Multiple sessions of Office will prevent proper scoring and administration of tests that use Office programs.

### ***MS Office Security and Macros***

The **OPAC System** uses a variety of macros to conduct the testing process. If the macro security level in Word or Excel is set too high, these macros cannot function properly. If this is the case, you may see errors during the test *as soon as Word or Excel are started* or at the end of the test.

To check the macro security settings in Word, on the workstation to be used for testing open the file CheckMacro.doc. This file is located in the \OPAC folder (where OPAC is installed, such as on the network drive or local C: drive). A message will tell you if macro security is ok for OPAC or not. The CheckMacro document also has instructions on changing Macro settings in Word.

*The first time a test that uses Word or Excel is taken*, a message may appear asking if macros should be enabled. If there is a check box on this screen for:

"Always trust macros from this source."

then click to check that option, then click the **Enable** button. This will **Enable** macros, and add Biddle Consulting Group to the list of approved macro suppliers. Now the message about enabling macros should not appear again when a test is started on this computer. This may need to be done on each Test Station.

### ***MS Office and Multiple Sessions***

Later versions of MS Office (i.e., XP/2003/2007) alert Windows when an Office program is running. If an Office program is running more than once, it can cause confusion within the OPAC System as to which instance of the Office program to use in the test presentation and scoring processes. **Be sure no Office programs are running** on the test station before a test taker logs into the Candidate Program.

### ***MS Word View Mode***

When a document is opened in Word 2002/XP/2003/2007, it may open in "Normal" view mode, "Reading Layout", or "Draft" mode. In any of these modes, most of the document formatting and some content is not visible, including headers and footers. Some **OPAC System** test documents include text in the page header, which will not be visible, and may confuse test candidates. To correct this situation, have the test candidates change the **View** mode to **Print Layout**. To do this in Word, select **Print Layout** on the **View** menu at the top of the Word screen.



CUYAHOGA COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY CUSTOMER SERVICE REQUEST (CSR) TECHNICAL ADVISORY COMMITTEE RECOMMENDATION REQUEST

CSR Tracking Number - for Internal Use Only

Change control use only - Initial and date

IT PROCESS ORDER TO COMPLETION [ ] NEEDS TAC APPROVAL ONLY [ ] IT INTERNAL USE ONLY (NO TAC APPROVAL REQUIRED) [ ]

Reset Form [ ] Print Form [ ]

1. REQUESTOR NAME: Joe Stopak 2. REQUESTOR PHONE #: 216-698-4241 3. REQUESTOR DEPARTMENT: Cuyahoga County Medical Examiner 4. AUTHORIZED BY (type or print name): Hugh Shannon 5. AUTHORIZED SIGNATURE: [Signature] 6. DATE SIGNED: 04/05/2016

7. INDEX CODE: CE180034 HHS ONLY - USER CODE [ ] 8. FUNDING SOURCE FOR THIS REQUEST: AGENCY FUND [x] GRANT FUND [ ] GENERAL FUND [ ] HOMELAND SECURITY [ ] OTHER FUNDING [ ] 9. TOTAL ESTIMATED COST: \$16,420.00

8a. IF BOX 8 IS 'OTHER', PROVIDE REFERENCE # OR DESCRIPTION OF FUNDING SOURCE: [Signature] 10. TYPE OF REQUEST: HARDWARE PURCHASE [x] SOFTWARE PURCHASE [ ] REQUEST FOR PROPOSAL [ ] CONTRACT NEW [ ] CONTRACT RENEW/AMEND [ ] SECURITY REQUEST [ ] EQUIPMENT DISPOSAL [ ] WEB OR VIDEO DEVELOPMENT [ ] DESKTOP OR SERVER [ ] DATABASE OR GIS SERVICES [ ] PHONE, VOIP OR NETWORK [ ] OTHER [ ]

11. STATEMENT OF REQUEST (INCLUDE NUMBER OF UNITS TO BE PURCHASED, IF APPLICABLE) Medical Examiner would like to purchase (4) Getac rugged laptops with 3 docking cradle for the Getac laptop to mount on existing vehicles. Getac V110G2, i5-5200U, 11.6in+Webcam, Win7 PROx64+8GB, 128GB SSD, Sunlight Readable (LCD+TS), Membrane Backlit KBD w/ FPR, Wifi+BT+ GPS+ Gobi 4G+ Passthrough, Dual batteries, TPM 1.2, Low Temp -21, IP65, 3 Year Warranty; MFG PART NO. :VC61CCDAEHXX The approximate price for the rugged laptop is about \$3,490.00 each. The price for Gamber-Johnson V110 Docking Station Kit is \$820.00. MFG PART NO. :7170-0243

12. HOW DOES THIS PROCUREMENT BENEFIT THE COUNTY? (ATTACH ADDITIONAL DOCUMENTATION AS NECESSARY) Replace older equipment and will allow the department to be more productive.

13. COMPLETE THIS SECTION FOR SOFTWARE CONTRACT RENEWALS / AMENDMENTS / MAINTENANCE REQUESTS ONLY 13a. VENDOR NAME: 13b. HOW OFTEN IS THE VENDOR CONTACTED FOR MAINTENANCE? 13c. IS THIS THE LATEST VERSION OF THE SOFTWARE? [ ] YES [ ] NO 13d. IS THIS A COST INCREASE OR DECREASE FROM PREVIOUS YEARS? [ ] INCREASE [ ] DECREASE 13e. WHAT WAS THE ORIGINAL PURCHASE PRICE OF THE SOFTWARE? \$ [ ] 13f. NUMBER OF LICENSES: [ ] 13g. COUNTY TERMS AND CONDITIONS? [ ] YES [ ] NO 13h. SERVICE QUALITY RATING: (1 IS LOWEST, 10 IS HIGHEST) [1] [2] [3] [4] [5] [6] [7] [8] [9] [10] 13i. HAS THE VENDOR COMPLETED ETHICS TRAINING WITH THE INSPECTOR GENERAL? [ ] YES [ ] NO

THIS SECTION TO BE COMPLETED BY BUSINESS GROUP ONLY: METHOD OF PROCUREMENT: [ ] STATE TERM [ ] FIELD BUY [ ] SOLE SOURCE [ ] COMPETITIVE BID/RFP Date: [ ]

THIS SECTION TO BE COMPLETED BY TECHNICAL ADVISORY COMMITTEE ONLY: Recommended for Approval by TAC Chair or Designee (Signature): [ ] Date: [ ]

THIS SECTION TO BE COMPLETED UPON FINAL ACCEPTANCE OF COMPLETED OF REQUEST: ACCEPTED BY (signature): [ ] Date: [ ]

# Certified Search for Unresolved Findings for Recovery



**Dave Yost**  
Ohio Auditor of State

Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140  
(614) 466-4514  
(800) 282-0370

## Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

### Contractor's Information:

**Organization:** MobileTek Consulting, LLC

**Date:** 04/26/2016

This search produced the following list of possible matches:

0 Possible matches were found

Name/Organization	Address
-------------------	---------

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that **51 of 90**



person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.



## Principal Owner Form

*(Required Document for Award Recommendations/Purchases/Contracts)*

**VENDOR:** Please complete the following information and return it to the Cuyahoga County "Requestor"

Company Name (Legal name of the business):	MobileTEK Consulting, LLC
Principal Owner's Name (The legal name of the owner(s) of the business):	(* ) Howard Mandel
Owner/Officer's Title:	President
Business Address:	1775 Mentor Ave. Suite 405, Cincinnati, Ohio 45213
Phone Number:	(513) 731-6800
Name of Person Completing Form:	Robert Leahr
Signature:	Robert L. Leahr (how received)
Title:	Inside Sales Manager

(\* ) If there is more than one (1) principal owner, complete information for that / those person(s) as well. If a corporation, identify the CEO, President or other officers of the Corporation representing shareholders. The document **MUST** identify an individual(s) name.

### CUYAHOGA COUNTY STAFF:

*I certify that I have checked the Debarment/Suspension lists on the Cuyahoga County Inspector General's (IG) website and the Debarment/Suspension lists did not contain the above detailed vendor and/or principal owner.*

(Form is to be dated within 60 days from the Department approval (NOVUS and/or BuySpeed) for the current purchase.)

Signature: Toni M. Wlosowicz Date: 4.26.16  
 Printed Name: Toni M. Wlosowicz IG Number: 15-0042



**REQUEST FOR QUALIFICATIONS  
For Non-Professional Design Services**

**RFQ #** **{ENTER REQUISITION NUMBER}**

**RFQ Title:** *Software licensing, professional services, and training to implement a multi-tenant web content management system (CMS)*

**Issuing Department:** **The Office of Procurement & Diversity**  
**2079 East 9<sup>th</sup> Street, 2<sup>nd</sup> Floor**  
**Cleveland, OH 44115**

**Using Department:** *Department of Information Technology*  
*2079 E. 9<sup>th</sup> Street, 6<sup>th</sup> floor*  
*Cleveland, OH 44115*

**RFQ Due Date & Time:** **{ENTER RFQ DUE DATE & TIME}**

**To the Issuing Dept:** **The Office of Procurement & Diversity**

All Inquiries should be directed to:

[ddavtovich@cuyahogacounty.us](mailto:ddavtovich@cuyahogacounty.us)

and

[epaliwoda@cuyahogacounty.us](mailto:epaliwoda@cuyahogacounty.us)

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**ALL QUALIFICATIONS ARE TO BE MAILED OR HAND-DELIVERED DIRECTLY TO THE ISSUING DEPARTMENT SHOWN ABOVE. ANY PACKET RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED UNOPENED.**

All County contracts are subject to all applicable County ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Board of Control, Contracting and Purchasing Ordinance, and the successful consultant shall comply with all such ordinances as an integral part of all County contracts. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.

**PUBLIC NOTICE**  
**REQUEST FOR QUALIFICATIONS (RFQ # \*\*\*\*\*)**

The Cuyahoga County Department of Information Technology is now soliciting qualifications from firms interested in providing software licensing, professional services, and training to implement a multi-tenant web content management system (CMS) to Cuyahoga County.

Copies of the qualification specifications are available from the Office of Procurement and Diversity. Consultants may call the Office of Procurement and Diversity at (216) 443-7200 to request a copy of the RFQ by US Mail, e-mail or fax.

Consultants are also encouraged to register with the County's BuySpeed Vendor Registration Program on the Internet at [www.opd.cuyahogacounty.us](http://www.opd.cuyahogacounty.us) to receive notices of future bid opportunities. Awarded Contractors must be registered with the Cuyahoga County Inspector General. Information can be accessed on the Internet at [www.inspectorgeneral.cuyahogacounty.us](http://www.inspectorgeneral.cuyahogacounty.us)

Completed qualifications must be submitted to the **Office of Procurement and Diversity**, 2079 East 9<sup>th</sup> Street, 2<sup>nd</sup> Floor, Cleveland, Ohio, 44115 no later than 11:00 a.m. on \*.

Lenora M. Lockett, Director  
Office of Procurement & Diversity

Publish in the Plain Dealer on \*

This notice may be viewed at the following Cuyahoga County Internet site: [www.opd.cuyahogacounty.us](http://www.opd.cuyahogacounty.us) by selecting "Notices and Contracts Search." At "Select Item Type to view by" click on "Notices." Next enter the "Notice Bid Close Date" range or "Notice Number" and select "search" to view applicable notices.

**Department of Information Technology**  
**Instruction to Vendors**  
**For Preparing Statement of Qualifications**

Statements of Qualifications will be accepted at the issuing department (see cover page) until 11:00 A.M. (local time), **mmddyyyy** for the provisions of ***a fully priced proposal for web content management system software licensing, training and professional services to implement a multi-tenant web content management system (CMS)***, as detailed below.

**PROJECT/CONTRACT DESCRIPTION**

***Software licensing, professional services, and training to implement a multi-tenant web content management system (CMS) for the Cuyahoga County Department of Information Technology***

Seven (7) bound copies and one digital copy on CD or USB of the Statements of Qualifications are required to be submitted, by the designated date and time, in a sealed package and labeled as:

**"Statement of Qualifications for Web Content Management System Software Licensing, Training, and Professional Services to Implement a Multi-tenant Web Content Management System (CMS) RFQ No. \_\_\_\_\_"**

Only Statements of Qualifications submitted by vendors that meet the requirements detailed herein will be evaluated and ranked. Upon review and evaluation of the Statements of Qualifications, one or more top-ranked vendor(s) may be asked to submit additional cost proposals for further evaluation. The County reserves the right to qualify one or more applicants and to award multiple contracts on an as-needed basis without incurring any liability.

**PURPOSE**

The purpose of this RFQ is to obtain a fully priced proposal for software licensing, training and professional services to implement a multi-tenant web content management system. The Cuyahoga County Department of Information Technology (CCDoIT) is seeking consulting services to assist staff in the installation, setup and configuration of the product, data mapping and data conversion from the existing CMS to the new CMS, and recommendations on best practices in maximizing the full capabilities of the new software to bring innovation and high performing websites and application services to Cuyahoga County ("the Project").

**GENERAL BACKGROUND**

Cuyahoga County is located on the southern shore of Lake Erie in northeastern Ohio. It covers an area of 457.2 square miles and is comprised of 57 cities and villages and 2 townships. The County's population is approximately 1.3 million residents. Like other industrial regions of the Midwest, Cleveland-Cuyahoga County's population has declined in recent years due to the loss of jobs in manufacturing and other key sectors. The declining population and changing demographics of Cuyahoga County present challenges to balance revenues with the statutory and moral obligation to provide critical services to the County's citizens. The County's annual budget is approximately 1.5 billion dollars.

Cuyahoga County is a Charter form of government headed by an elected County Executive and an 11-member elected County Council. The County has significant responsibilities in the areas of general government, the administration of justice, road and bridge maintenance, health care, public assistance, and social services. Cities, villages and townships in the County, together with the various special districts and other governmental entities operating in the County, are responsible for the provision of many local governmental services that benefit County residents.

The Cuyahoga County Department of Information Technology (CCDoIT) provides system integration and IT solutions to clients within county government and other municipalities. CCDoIT promotes the use of technology to expand the scope,

scale, and quality of services provided by the entities served; strives to deliver practical solutions, promotes policies to make innovation sustainable, and works with intergovernmental partners to not only build systems and applications, but also facilitate collaboration and foster innovation.

In 2015, the County created an Innovation and Performance Office to assess the most significant aspects of County government and to ensure that the best tools and strategies are being used to streamline processes, save taxpayer dollars, and increase government responsiveness to citizens. The implementation of a new CMS will play an integral role in web-enabling service delivery, fostering transparency, engaging citizens, and driving business value

## **PROBLEM STATEMENT**

The CCDoIT designs, develops and hosts websites and applications for County agencies and municipal entities. The County implemented a unified content strategy and web content management system, Synapse© CMS by iData Technologies (“Synapse© CMS”) in 2007. Over the years, modifications and custom enhancements have been made to the Synapse© CMS that while effective for the time, are out of date with modern approaches and functionality provided out-of-the-box by modern CMS products. The County seeks to replace the Synapse© CMS software and work with one or more vendors to convert approximately 95 sites to a new CMS platform.

## **PROJECT GOALS**

The goal of this project is to implement a secure, standards-based .NET compatible CMS with a robust architecture that prioritizes accessibility and mobility, has a robust search engine, allows for increased discovery of content, allows for segmentation and personalization, provides opportunities for more online services and e-commerce, is easy to configure, and integrates with major ERP, CRM and other County systems.

By replacing the Synapse© CMS, the County expects to gain operational improvements, higher efficiencies, improved productivities and less reliance on technical staff. Our main goal is to simplify and reduce complexity by implementing a solution that will provide high availability and responsiveness for the public to access, apply, query, request and view information. The ability to complete transactions online instead of visiting a County office is a critical priority. Sites must use modern web standards and deliver an exceptional end user experience.

On a high level, the County is looking for a multi-tenant CMS that provides ease of use for non-technical staff as well as tools and APIs for skilled application developers. The system must have built-in responsive design, with full control over design and markup. The system must support County standards and web programming languages such as HTML5, CSS, .NET, C#, JavaScript, Bootstrap, jQuery, and Angular. The system must be able to produce responsive, ADA / 503 compliant websites that allow for e-commerce, SEO, analytical reporting, and social media integration. The system must be reliable, secure, and able to manage high volume traffic. The system must be scalable in order to allow Cuyahoga County and its municipal partners to grow their websites and user base at no additional costs.

Goals vary by group and include the following:

### **Content Author Goals:**

- Ease of use, intuitive enough so that end users do not need frequent remedial training
- Improves standardization of content, with tools to automate related content discovery
- Increase quality of work (spell check, link check, and accessibility check)
- Built in help features with access to online documentation

### **Web Designer & Application Developer Goals:**

- Minimizes maintenance, delivery times, and integration points
- Reduces involvement of skilled IT staff for routine web page updates - Reduces time spent on testing, upgrades and patches

**Communication/Marketing Goals:**

- Tailors page content for first-time or repeat visitors and suggests additional related content
- Usability and navigability: provides an information architecture that focuses on site users/personas and departs from a hierarchical website structure based on the County's organizational chart.
- Consistency in website presentation, information and experience across all County Executive agencies; present the website as one cohesive unit, rather than a patchwork of separate entities.
- Improve content relevance and search engine optimization
- Social media integration

**Administrative goals:**

- Increases transparency, collaboration, communication, online forms and services
- Extensibility and scalability: easily integrates with 3<sup>rd</sup> party products and services
- Access to certified developer/designer training paths, CMS user forums and user communities
- A secure environment to access and distribute information to the public
- Analytics and statistical reporting to aid in decision making, design, content and information architecture

**Current County Staff:**

2 full time web designers

4 full time senior .NET application developers

1 full time web maintenance technician

Additional support staff including certified network engineers, database administrators, GIS analysts, OnBase administrators, and help desk staff

**Current Site Statistics:**

Approximately 50 Synapse© CMS users within and outside of the organization

Approximately 95 public facing websites with multiple domains and subdomains

Multiple SSLs

Multiple intranet sites

More than 272,000 web pages

12 municipal / government website partners

Annual website users (Jan 1 to Dec 31, 2015) - 6 million

Annual web sessions - 12 million\*

Annual page views - 76 million\*

**Current Environment**

Windows Server 2012 R2

IIS 8

Runs on virtual machines

Runs on load balanced web farm

.NET 4.0 or higher

SQL Server 2012 or later

**REQUIREMENTS****I. PLATFORM REQUIREMENTS**

The County is interested in evaluating a traditional in-house hosted solution, as well as a cloud based solution. .

Vendors are encouraged to propose the solution they feel best suits the County's needs. Vendors are not required to submit both options and may opt to provide a single solution. Vendors should price out options related to cloud based options and/or traditional internal hosting options in their proposal if both are valid recommendations. Include details regarding the following options:

- A. Cloud Solution – Detail out location of hosting provider, security and data center classification of hosting provider. Include a high level architect diagram for hosting. Include total costs for software licensing and hosting per year for a 5 year period, based on the site statistics outlined in the County’s general background section; and/or
- B. Internal Hosting Solution – Please provide a high level physical architecture of your solution. Include details on what type of operating environment your solution requires. Specify if your solution will run in a virtual environment, and include total costs for software licensing based on virtual and physical servers, assuming a load balanced environment with at least 3 servers. Include total costs per year for a 5 year period, based on the site statistics outlined in the County’s general background; and
- C. Describe in detail the pricing options for your proposed solution(s). Examples may include server based licensing, site based licensing, user based licensing, etc. Assume a minimum of 60 CMS users / content authors. Include any one time fees and a minimum of five (5) year maintenance fees associated with your solution as well as any renewal options and applicable price increases associated thereto.

## **II. SOFTWARE REQUIREMENTS**

### **A. Basic CMS authoring**

1. Entirely web-based WYSIWYG authoring interface, with the ability to make updates via mobile devices
2. Federated environment with ability to manage multiple sites through a single login / interface
3. Ability to create intranet sites with news, calendars, discussion forums, wikis and blogs
4. Produces HTML5 / responsive pages that automatically detect the device being used
5. Integrated, modular “add-on” web parts, components, widgets, modules and themes
6. Productivity tools including spell check, link check, and accessibility check
7. Approval workflows with notifications to users of items needing attention
8. Built-in image editor, with editing tools to crop, resize, rotate images, and optimize load time
9. Ability to preview unpublished pages on multiple device types (PC, tablet, phone)
10. Ability to repurpose content in multiple pages, templates or websites; template sharing between sites
11. Pre-built templates for common elements such as news, calendars, registrations, blogs, and banner rotators
12. Ability to publish and expire / remove content at a specific date and time
13. Ability to recover deleted content, revert to a previous version of a page, create unlimited drafts
14. Check-in and check-out capabilities for content, pages and digital assets
15. Automatic indexing of all content for increased search results
16. The ability to search in custom fields, such as search by author or item category
17. Dynamic page navigation driven by the page structure, with ability to exclude pages from the navigation
18. Ability to tag content and create hierarchical categories / taxonomies, ability to show related content
19. Ability to add custom taxonomies and apply custom taxonomy to any type
20. Ability to create custom page templates with custom fields in the CMS; ability to re-use structured content
21. Interface for inputting location address and geo-coordinates for extending GIS applications
21. Ability to easily incorporate custom scripts, CSS and markup within pages and templates
22. Versioning and archiving capabilities, with ability compare different versions of a page
23. Built in blog engine and message boards
24. Ability to create logical URLs and vanity/ custom URL aliases for any page, regardless of site structure
25. Ability to create linked documents in the content tree, with visibility into documents that are linked
26. Supports multi-lingual content
27. Provides ability to extend digital asset libraries with custom fields such as new metadata, location data or relationships to other media assets

### **B. Form Building**

1. Form building tools for end users to create forms within CMS without the need for custom development
2. Provides ability to customize layout and design; ability to arrange form elements in responsive, multicolumn layouts



3. Provides common form elements such as text field, radio button, dropdowns, and file upload options
4. Support for captcha and alternative spam validation
5. Provides options to restrict form submissions to one entry per IP address
6. Ability to send form data to any number of email addresses, and export aggregate form data to Microsoft Excel
7. Ability to synchronize form data to common CRM systems
8. Provides hooks to extend forms with new functionality or custom integrations to third-party systems

### **C. Calendaring / Event Registration**

1. Ability to create event calendars with custom defined event types; ability to filter events by type, date range
2. Ability to promote select events across pages or websites
3. Event registration / booking capabilities, with ability to embed logic, email registrants, and accept payments for select events.

### **D. E-Commerce**

1. Pre-built interfaces to standard payment gateways
2. Integrates with major 3<sup>rd</sup> party ERP and CRM systems
3. Ability to design scenario specific checkout processes and apply rule based discounts / promotions

### **E. E-Newsletters**

1. Drag-and-drop authoring interface for emails and newsletters; HTML5 and responsive template support
2. Ability to schedule and deliver newsletters
3. Ability to manage mailing lists and subscriptions
4. Ability to track email performance including clicks, opens, and generate reports on subscribers who engaged
5. Ability to incorporate dynamic content in emails
6. Ability to produce plain-text versions of email

### **F. Content Personalization**

1. Ability to personalize the web experience based on user segmentation
2. Ability to segment based location, search keywords, referrer or landing page, browsing history
3. Ability to create personas and assign visitors based on pre-defined criteria

### **G. Search Engine Optimization**

1. Support and enforce search engine friendly URLs, based on directory structure
2. Tools to run SEO, with statistics on page load times and problem links
3. Clean, extension-less URLs for pages and other assets in the system
4. Vanity URLs for various assets (so that any page can have any URL, regardless of page hierarchy)
5. Allows for automatic URL re-routing whenever the page structure is modified
6. Ability to automatically generate a sitemap.xml file
7. Ability to customize search to include or exclude multiple websites

### **H. Administration**

1. ASP.NET MVC support
2. Extensive and well documented APIs
3. Granular permissions: provides ability to restrict CSS for certain users or groups
4. Provides ability to upload content from the staging area in bulk or piece by piece
5. Provides the ability to publish the same piece of content to multiple sites
6. Supports multiple user groups/roles, with permissions delegated to user or role level
7. Granular permissions at varying component levels (for example, access to entire website, or one page, etc.)
8. Support for user creation, account activation, login and registration
9. Support for unit testing; functionality to assist with testing code
10. Supports development of custom backend interfaces
11. Quantified bandwidth and storage usage for cost recovery purposes

12. Provides an inventory of pages to assist with content audits
13. Provides ability to control client-side caching for files, web parts and pages
14. Support for cache invalidation when an asset is updated

#### **I. Analytics**

1. Provides embedded analytics in the user dashboard
2. Provides ability to create customized dashboards for different user types
3. Provides insights to improve content optimization
4. Provides ability to track and report on site use and demographics (similar to Google Analytics©)

#### **J. Platform, Support and Integration Requirements**

1. Built in support for windows authentication
2. Option for the CMS to be implemented as a server installed application with load balancing
3. Option to run on Windows Azure IaaS, PaaS and Azure hybrid environments
4. Integrates with County standards such as Esri, OnBase, major ERP and CRM platforms
5. Ability to create custom modules, web parts, providers, and event handlers
6. Built in REST service that can be used to access any object or document in the system
7. Integrates with Microsoft Visual Studio and Team Foundation Server
8. Support for AngularJS or other popular JavaScript frameworks for development

#### **K. Security**

1. Logs a complete audit of user activities including deletions and external user input submission fields, with built in reporting for audit purposes
2. Support for Active Directory/LDAP integration and Windows integration
3. Support for custom authentication providers such as a custom members only database
4. Supports Security Assertion Markup Language (SAML)
5. Ensures compliance and security standards; validates with a third party
6. Encryption can be configured, uses encryption methods for user passwords, other sensitive data, and custom field level encryption where applicable, etc.
7. Meets National Institute of Standards and Technology (“NIST”) 800-53 Rev. 4 moderate baseline requirements
8. Consistent or compliant with Federal Information Security Management Act (“FISMA”) and Federal Information Processing Standards (“FIPS”) requirements
9. Follows the Open Web Application Security Project (“OWASP”) guidelines/testing best practices, provide basic proof of mitigating methods
10. Center of Internet Security (“CIS”) Benchmarks where applicable;
11. Additional security requirements contingent with NIST Cyber Security Framework as denoted by Executive Order #13636 <http://www.nist.gov/cyberframework/>

#### **L. Offsite hosted solution requirements (if applicable)**

1. Provide CIS Cloud Infrastructure Benchmarks Audit
2. Describe handling and disclosure of security incidents or data breaches outside of the CCDoIT control
3. Provide details of both a business continuity plan and disaster recovery plan and solution if outsourced
4. Describe data backup and data restoration methods and validation;
5. Describe network connectivity to cloud from our infrastructure and location and internal components of cloud infrastructure
6. Provide vendors specific SLA’s, SLA inclusions of scheduled outages, and SLA compensation
7. Provide detailed data integrity and availability (e.g. Multi-tenant or dedicated hosting)
8. Provide cloud solution security review (e.g. SSAE-16 Audit and provide SOC 2 report or equivalent)
9. Provide CCDoIT system and security monitoring through syslog or other means

#### **M. Miscellaneous**

1. Provide any third party API’s, licensing or maintenance fees associated with the software

2. Provide any third party appliances, subscriptions, hardware or software required for the software solution.
3. A non-exhaustive list of additional guidelines that the vendor should expect to address:
  - a) Appropriate risk management techniques to ensure security for all sensitive data, specifically Payment Card Industry Data Security Standard (PCI-DSS), Gramm-Leach-Bliley Act, Protected Health Information (PHI) as it relates to the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECT), and Personal Identifiable Information as defined in O.R.C. 1347;
  - b) Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability;
  - c) Provide version history that plans and policies are maintained and reviewed
  - d) Information Security plan(s) and policies include methods to protect against security and integrity threats and vulnerabilities e.g. the process of detection and response to threats and vulnerabilities;
  - e) Solution maintains appropriate identification and authentication process for information systems and services associated with CCDoIT Data;
  - f) Solution maintains appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with CCDoIT Data;
  - g) Annual or Quarterly Vulnerability reports to the CCDOIT depending on system criticality as defined by the CCDoIT;
  - h) Full risk assessment(s) to the CCDoIT annually or after major systematic change; and
  - i) Additional topics as the vendor deems necessary such as: Security breach notifications and responsibilities to client/customer and as defined by O.R.C. 1349.19, SDLC process of the Solution, the ability for CCDOIT to scan the solution if hosted offsite, and any other topics as deemed necessary and within reason.

### **III. PROFESSIONAL SERVICE / TEAM REQUIREMENTS**

The County will consider vendors with teams that demonstrate proven experience implementing projects of similar scope and size. It is the intent of the County to enter into a collaborative effort with a certified CMS development partner or partners to gain expert advice in determining the ways to improve our content strategy, data organization, and distribution of content. The County will be responsible for providing design elements, branding, and style guides and will seek advice from the vendor on how to enhance the look and feel of the sites based on best practices and templates provided within the new CMS. Qualified vendors should:

- A. Provide a description of your company's experience. This should include the following experience and qualifications:
  1. Prior expertise with respect to the scope of work for this RFQ; projects implemented with similar size/scope. At least one reference should be a County government with a similar web presence as Cuyahoga County.
  2. Alliances and partnerships with governmental agencies;
  3. Experience with knowledge transfer;
  4. Availability of resources in Northeast Ohio
  5. Public sector experience;
  6. Experience with best practices
- B. Qualified team members:
  1. General bios of the team members and resumes if available.
  2. Identification of which team members will handle which portions of the project, and what makes them qualified to handle this type of work
  3. Cuyahoga County prefers to work with a vendor that can deploy resources in Cleveland. For each team member, identify their primary location and availability to travel onsite;
- C. Details on professional services pricing (hourly rates for proposed staff by consulting role);
- D. Detailed installation, data conversion and knowledge transfer plan outlining the overall implementation of the new CMS system, including project timeframes with goals and objectives tied to the timeline;
- E. Information concerning requirements of County staff and facilities. Please detail the estimated number of County personnel that could be required for this project. It is understood that these are estimates based on past experience. The descriptions provided are intended as examples; adjust them accordingly to properly reflect your recommendations.

Role	FTE #	Skill Set	Tasks / Responsibilities	% Time on Project	Notes:
Project Manager					
Web designer					
Developer					
DBA					

- F. Provide ability to perform on-site CMS system implementation, application and system consultation prior to and during system implementation, and additional consultation / support options post go-live.
- G. Provide details on how the vendor will provide opportunities for County staff to interact directly with the vendor's application developers and analysts in order to achieve a rapid solution and gain knowledge transfer.
- H. Provide recommendations concerning the overall infrastructure and architecture. The vendor should evaluate the County's network infrastructure and overall architecture and make recommendations for right-sizing for the proposed environment.
- I. Provide a methodology and framework for documenting project issues and defects, and document how errors will be identified and remediated in an expeditious manner.
- K. Provide a high level data mapping and data conversion plan.
- L. Provide a high level testing, de-bugging and cut-over plan.

#### **IV. TRAINING REQUIREMENTS**

- A. Provide a comprehensive training plan for all facets of the software with scheduled dates, time frames and locations, even if dates are tentative. Training must be available for the following user roles:
  1. basic content owners/authors (for users with no HTML or web design experience)
  2. marketing/communication owners (for content personalization, segmentation, social media integration)
  3. web designers
  - 4 .NET web/application developers
  5. network/system administrators
- B. Provide details on continuing education and certification paths, locations and costs for ongoing training.

#### **V. WORK SCHEDULE & PROJECT TIMELINE**

The contract period may be for multiple years with annual renewals. Cuyahoga County reserves the option to terminate at the County's convenience with 30 days notice.

The selected vendor must be available to meet with involved parties when they are available. Normal County work hours are 8:30a.m.to 4:30p.m. EST Monday thru Friday; however, work outside these hours may be required.

- A. Vendors should propose software licensing costs assuming a (5) year contract period.
- B. Vendors should propose professional services pricing assuming a project start date no later than January 1, 2017, with software installation, configuration, data mapping, data conversion, and fully functional migrated websites residing on the new platform 'live' no later than December 31, 2017. Should the project start prior to January 1, 2017, the total expected time to complete all tasks is 12 months.
- C. The vendor should list any other projects or obligations that may impede the availability of resources for Cuyahoga County to complete the project in 12 months.

## **VI. COUNTY'S RESERVATION OF RIGHTS**

The County may evaluate the qualifications and experience based on the anticipated completion of all or any portion of the Project. The County reserves the right to divide the Project into multiple parts, to reject any and all qualifications and re-solicit for new qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project.

The County may, at its sole discretion, award multiple contracts, or may award one contract for all service areas. For example, the County may award one contract to one vendor for the CMS software license, and one or more contracts for professional services to assist in the installation, configuration, architecture, data mapping, and data conversion and training. Alternatively, the County may award one contract to one vendor for all service areas. Vendors may submit a proposal for one or multiple areas. Vendors who submit a proposal for multiple areas may be awarded a contract in one or multiple service areas.

## **VII. CONSTRAINTS**

The Vendor must comply with all laws, rules and regulations dictated by the Cuyahoga County Charter, the State of Ohio or the United States Federal Government.

By submitting qualifications in response to this RFQ, respondents accept the evaluation process. The respondent also acknowledges and accepts that determination of the "qualified" firm(s) will require subjective judgments.

In light of the complexity of this project, upon review of the Request for Qualifications, the top ranked qualified respondents will be requested to attend an interview with the County to confirm their proposal, answer additional questions and provide demonstrations.

## **VIII. INSURANCE REQUIREMENTS**

Selected Vendor shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract.

1. **Worker's Compensation Insurance** as required by the State of Ohio. If Selected Vendor has employees working outside of Ohio, Selected Vendor shall provide Worker's Compensation Insurance as required by the various state and federal laws including Employers' Liability coverage.
2. **Commercial General Liability Insurance** with limits of liability not less than:
  - \$1,000,000 each occurrence bodily injury & property damage;
  - \$1,000,000 personal & advertising injury;
  - \$1,000,000 general aggregate;
  - \$1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

3. **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than:

\$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

4. **Technology Professional /Errors & Omissions Liability Insurance** for all vendors who provide IT professional technology services and products (including, but not limited to, IT consultants, software developers, web developers

and designers, data processing, and internet/media publishers). This coverage shall respond with limits of liability not less than:

\$1,000,000 per claim;  
\$2,000,000 aggregate.

This coverage shall extend protection for economic loss of a third party arising from: (1) failure of the Selected Vendor's product to perform as intended or expected, and (2) acts, errors, or omissions committed by the Selected Vendor in the performance of its services.

5. **Cyber Risk Insurance** for **all** vendors who provide software development and installation, or the storage of, hosting of, use of or access to County data. This coverage shall respond to privacy and network security liability claims with limits of liability not less than:

\$3 million per claim;  
\$3 million per aggregate.

#### Insurance Coverage Terms and Conditions

The insurance policies of Selected Vendor required for this Contract, shall:

- (i) Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation, Technology Professional/Errors & Omissions Insurance, or Cyber Risk Insurance.
- (ii) Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County; and
- (iii) Be primary and not in excess or contingent on any other basis; and
- (iv) The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
  - (A) "Cuyahoga County and its employees are additional insureds for purposes of commercial general liability and automobile liability": and/or
  - (B) "Waiver of subrogation in favor of the County."
- (v) The insurance required for this Contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A- VII or above.
- (vi) The terms of this Contract shall be controlling and shall not be limited by any insurance policy provision.
- (vii) **High-risk activities** may require higher insurance limits.
- (viii) These insurance provisions shall not affect or limit the liability of Selected Vendor stated elsewhere in this Contract or as provided by law.
- (ix) Selected Vendor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

- (x) The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
- (xi) If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
- (xii) Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of professional activity related to this Contract.
- (xiii) Selected Vendor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

## **IX. INDEMNIFICATION**

- A). The Selected Vendor hereby indemnifies, defends and holds harmless the County and its respective officers, officials, directors, board members, employees, and agents, from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, to the extent caused by (a) the negligent errors or omissions in any drawings or specifications, other documents, or the Selected Vendor's negligent performance under Contract, or from the negligent performance, errors and omissions of its officers, owners, principals, subcontractors, employees, and agents, or (b) breach or default by the Selected Vendor under any terms or provisions of the Contract.
- B). The Selected Vendor acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. The Selected Vendor agrees that no provision of the Contract or any other contract or agreement between the Selected Vendor and the County may be interpreted to obligate the County to indemnify or defend the Selected Vendor or any other party.
- C). The Insurance and Indemnification provisions shall survive the completion of the Services to be performed hereunder and the termination of the Contract.

## **X. SBE REQUIREMENTS**

In order to encourage the inclusion of Small Business Enterprises (SBEs) as subcontractors, Cuyahoga County has established a goal for all contracts it awards. The goal for this contracts is **{ENTER SBE GOAL PERCENTAGE}%** as determined by the Office of Procurement and Diversity for this type of contract under consideration.. This participation must be subcontracted to county certified SBE consultant(s). Further information on the County's Small Business Enterprise Policy and/or a listing of the County's Certified SBEs may be obtained from:

Office of Procurement and Diversity  
 2079 East 9<sup>th</sup> Street, 2<sup>nd</sup> Floor  
 Cleveland, Ohio 44115  
 (216) 443-7230

<http://opd.cuyahogacounty.us/en-US/home.aspx>

## **XI. EVALUATION CRITERIA**

The evaluation criteria will consist of the following:

1. Platform Requirements
2. Software Requirements
3. Professional Service / Team Requirements
4. Training
5. Work Schedule & Timeline, and Cost
6. Project Methodology
7. SBE Requirements
8. Exceptions taken

## **XII. STATEMENT OF QUALIFICATIONS CONTENTS**

Vendors shall prepare their response using the following format. Responses should be clear and straightforward, and concisely describe the vendor's ability to satisfy the RFQ.

Please do not submit general marketing materials as part of the Statement of Qualifications. Doing so without providing a substantive Statement of Qualifications in the format as outlined in this section will disqualify the vendor from further consideration.

The County is seeking substantive Statements of Qualifications. The Statements of Qualifications must demonstrate that the vendor understands the specifics of the County's needs in connection with the CMS. Vendors must label their responses for each part listed below, and format the responses as follows:

### **A. Part 1 – Response to Platform Requirements**

Respond to each of the platform requirements listed in Section I by listing the requirement number, the requirement as stated, and a written narrative on how this requirement will be met, as appropriate:

- A. Cloud Solution; and/or
- B. Internal Hosting Solution; and
- C. Pricing options

### **B. Part 2 – Response to Software Requirements**

Respond to each of the functional requirements listed in Section II, by listing the requirement number, the requirement as stated, and indicating how this requirement is met, using the response codes below:

1. Not Supported
2. Supported through major customization or integration\* (>20 man hours)
3. Supported through minor customization or integration effort\* (< 20 man hours)
4. Available as existing third-party add-on or integration\*
5. Available with minor configuration (<3 man hours)
6. Available out of the box

*\* NOTE: If functionality is available through integration, please identify products and any associated costs.*

As an example:

#### **II. Response to Software requirements**

- A1. Entirely web-based WYSIWYG authoring interface, with the ability to make updates via mobile devices  
*Response: (6) Available out of the box*



**IMPORTANT: A general narrative on the features and functions of the CMS will not be accepted.**

**C. Part 3 – Response to Professional Service / Team Requirements**

Respond to each of the professional service / team requirements listed in Section III (A through L) by listing the requirement number, the requirement as stated, and a written narrative on how this requirement will be met.

**D. Part 4 – Response to Training Requirements**

Respond to each of the training requirements listed in Section IV (A and B) by listing the requirement number, the requirement as stated, and a written narrative on how this requirement will be met.

**E. Part 5 – Response to Work Schedule & Project Timeline Requirements**

Respond to each of the work schedule and project timeline requirements listed in Section V by listing the requirement number, the requirement as stated, and a written narrative on how this requirement will be met.

**F. Part 6 – Project Methodology**

In this part of the Statements of Qualifications, describe your proposed approach to this project. Take this opportunity to specify any unique characteristics which may distinguish your company and/or team from other potential vendors for this particular project/contract. Please identify any pertinent issues or potential challenges you foresee in connection with this project. Take this opportunity to explain how you will interact with County's internal team working on this project. In this part you may also articulate any strategies that you are able to undertake to ensure efficiency in how you provide the services, including how you will interact with other professionals who are involved in the project and what work will be done by the vendor. Provide an estimate of the cost and timeline for the project. Identify any risks and/or challenges that could impact the cost or timeline of the project.

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**By initialing next to each requirement below and by affixing my signature at the end of this document, I hereby certify that I or the company that I am authorized to represent (the “vendor”) is in compliance with each requirement listed below and shall remain in compliance at the time of execution of a contract with the County. Failure to initial next to each and every requirement below may result in disqualification and/or rejection of the bid/proposal/statement of qualifications/offer. If any material breach of the certifications required below occurs during the contract performance by the vendor, the County may exercise any or all contractual remedies, including, but not limited to, contract termination for cause.**

You MUST initial in the right hand column next to each criteria to certify compliance	INITIAL
1 Vendor is in compliance with Ohio's Drug-Free Workplace requirements, including, but not limited to, maintaining a substance abuse policy that its personnel are subject to on the contract (the successful vendor shall provide this policy upon request).	1
2 Vendor does not have an Experience Modification Rating greater than 1.5 with respect to the Bureau of Workers Compensation risk assessment rating.	2
3 Vendor is in compliance and will remain in compliance with Federal and Ohio Equal Opportunity Employment Laws.	3
4 Vendor will pay the prevailing wage rate and comply with other provisions set forth in Sections 4115.03 through 4115.16 of the Ohio Revised Code and Sections 4101:9-4-01 through 4101:9-4-28 of the Ohio Administrative Code, including, but not limited to, the filing of certified payroll reports.	4
5 Vendor has not been debarred from public contracts for prevailing wage violations or found or determined by the state to have underpaid the required prevailing wage, whether intentionally or unintentionally, even if settled subsequent to the finding, more than three (3) times in the last ten (10) years, provided that, when aggregating for any single project, no finding of an underpaid amount of less than \$1,000.00 shall be considered, and no single finding based upon a journeyman-to-apprenticeship ratio shall be considered a violation of this provision unless as part of multiple, similar findings.	5
6 Vendor has not been penalized or debarred from any federal, state, or local public contract or falsified certified payroll records, or has otherwise been found, after appeals, to have violated the Fair Labor Standards Act in the past seven (7) years, or during the vendors’ entire time of doing business, if less than seven (7) years.	6
7 Vendor has not had the professional license of any of its employees revoked for malfeasance or misfeasance.	7
8 Vendor has not violated any unemployment or workers compensation law during the past five (5) years, or during the vendor's entire time of doing business, if less than five (5) years.	8
9 Vendor does not have final, unsatisfied judgments against it which in total amount to 50% or more of the contract amount.	9
10 Vendor will utilize, for work performed under the contract, supervisory personnel that have three (3) or more years of experience in the specific trade and who maintain the appropriate state license(s), if any.	10
11 Vendor is properly licensed to perform all work as follows: (1) if performing a trades contract, shall be licensed pursuant to Ohio Revised Code Section 4740 as a heating, ventilating, and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, or hydronics contractor; (2) if performing work regulated under Section 3737.65 of the Ohio Revised Code, be certified by the State Fire Marshall; and (3) if performing work under any other trade, occupation, or profession licensed under Title 47 of the Ohio Revised Code, be licensed for that trade, occupation, or profession as provided in the Ohio Revised Code. If the applicable contract does not involve any of the above-described work, Vendor shall place “N/A” and his/her initials in the box to the right.	11

- |   |    |
|---|----|
| 12 Vendor will, if performing a trades contract pursuant to Ohio Revised Code Section 4740, not subcontract more than twenty-five percent (25%) of the labor, excluding materials, for its awarded contract, unless to subcontractors also licensed pursuant to Ohio Revised Code Section 4740 or certified by the State Fire Marshall pursuant to Ohio Revised Code Section 3737.65. If the applicable contract does not involve this type of work, Vendor shall place "N/A" and his/her initials in the box to the right. | 12 |
| 13 Vendor will provide access as needed and allow the Agency of the Inspector General to perform the functions provided for in Section 4.12 of the Contracting Ordinance.   | 13 |
| 14 Vendor will require all if its subcontractors, at the time of execution of a subcontract, to make all of the certifications required within this form, except for certification numbers 7, 8, and 10. If the applicable contract does not involve the use of subcontractors, Vendor shall place "N/A" and his/her initials in the box to the right.  | 14 |
| 15 Vendor has met and will comply with all provisions of state law relating to ethics. Vendor has also met and will comply with all applicable Cuyahoga County Ordinances, including, but not limited to, the Ethics Ordinance, Inspector General Ordinance and the Contracting Ordinance.  | 15 |
| 16 Neither Vendor nor any of its owners, principals, and senior management are delinquent on any taxes or court costs in Cuyahoga County.   | 16 |

**Printed Name:** \_\_\_\_\_ **Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

h/vendor compliance, Ordinance No. 2011-0044

**INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT:**

If you are an independent contractor as defined by the IRS, please complete the form below and return to Cuyahoga County's Office of Procurement and Diversity.

**Independent Contractor Defined:**

People such as doctors, dentists, veterinarians, lawyers, accountants, contractors, subcontractors, public stenographers, or auctioneers who are in an independent trade, business, or profession in which they offer their services to the general public are generally independent contractors. However, whether these people are independent contractors or employees depends on the facts of each case. The general rule is that an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done. The earnings of a person who is working as an independent contractor are subject to Self-Employment Tax.



**STEP 3: Acknowledgment**

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

**This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.**

Signature \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Do not print or type name

## APPENDIX A

### Equal Opportunity

Prospective vendors must comply with the applicable contract compliance procedures for equal employment opportunity as stipulated by the Department of Public Works, Office of Procurement and Diversity.

It is the policy of the County of Cuyahoga, Ohio (County), to assure equal employment opportunity. Discrimination against any person in the recruitment, training, examination, appointment, promotion, retention, discipline or any other aspect of personnel administration because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status is prohibited.

Words of the masculine gender used in proposals shall be deemed and construed to include correlative words of the feminine gender.

### Small Business Enterprise (SBE) Goal

In order to encourage the inclusion of Small Business Enterprises as subcontractors, the County of Cuyahoga has established a goal for all contracts it awards. The goal for this contract is **XX% participation**. Participation may of course exceed **XX%**. A SBE Participation Agreement form is included herein for your completion.

The County encourages vendors to be innovative in their efforts to meet the goal of the Small Business Enterprise policy.

### **Small Business Enterprise Policy Information**

Further information on the County's Small Business Enterprise Policy and/or a listing of the County's Certified SBEs may be obtained from the:

Office of Procurement and Diversity  
County Administration Building  
2079 East 9<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Cleveland, Ohio 44115  
(216) 443-7200

### **SBE Certification**

To receive credit for Small Business Enterprise participation, SBEs utilized must be certified by the Cuyahoga County Office of Procurement and Diversity.

### **Evidence of Good Faith Effort**

In the event a respondent to this request for qualifications does not meet the **XXXXXX percent (XX%)** SBE participation goal, the respondent shall be required to show evidence of his/her effort toward meeting the goal. The form entitled "Evidence of Good Faith Effort" must be completed by all respondents who do not meet the specified goal for SBE participation, and, as a result, must request a partial or total waiver of the goal. **Failure to demonstrate evidence of good faith may result in a proposal being deemed non-responsive.**





**SBE-1**  
RFQ#xxxxx

**COVENANT OF NON-DISCRIMINATION**

*(MUST be completed and submitted with ALL bids or proposals)*

Know All Men By These Presents, that I/we, ( \_\_\_\_\_ ),  
Name(s)  
( \_\_\_\_\_ ), ( \_\_\_\_\_ ),  
Title(s) Name of Company

(hereinafter "Company"), in consideration of the privilege to submit Bids/Proposals on contracts funded, in whole or in part, by Cuyahoga County, hereby consents, covenants and agrees as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any Bid/Proposal submitted to Cuyahoga County or the performance of any contract resulting from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contact or otherwise interested in contracting with this Company, including various eligible Small Business Enterprises (hereinafter "SBE's");
- (3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make a Good Faith Effort to solicit SBE's to do business with this Company;
- (4) That the Covenant of Non-Discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the Covenant of Non-Discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and
- (6) That the failure of this Company to satisfactorily discharge any of the Covenant of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling Cuyahoga County to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

\_\_\_\_\_  
(Original Signature of Company Representative Identified Above)

\_\_\_\_\_  
(Date)



## SBE SUBCONTRACTOR PARTICIPATION PLAN

**SBE-2**  
**RFQ#XXXXX**

(A) Total Amount of Overall Contract Proposal \$ \_\_\_\_\_

Business Name Submitting Proposal \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ E-Mail \_\_\_\_\_

Firm Owned by:  Majority  Minority (specify: \_\_\_\_\_)  Female

(B) Amount to be Subcontracted to SBE: \$ \_\_\_\_\_ Percent of Total Overall Contract Bid [(B)/(A)]: % \_\_\_\_\_

Scope of Work Provided By SBE: \_\_\_\_\_

Prime Bidder's Name \_\_\_\_\_ Title \_\_\_\_\_  
(Type or Print)

Prime Bidder's Signature \_\_\_\_\_  
(Date of Signature)

### SBE SUBCONTRACTOR TO BE UTILIZED

(Must be certified by the Cuyahoga County Office of Procurement & Diversity)

Name of SBE Subcontractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Area Code ( ) Telephone \_\_\_\_\_

#### \*\*\*\*\*NOTE: SBE MUST BE A COUNTY CERTIFIED SBE\*\*\*\*\*

The undersigned herewith agrees to subcontract with the above named bidder for the above said service(s) or supply(ies) to be furnished to the County.

SBE Subcontractor's Name \_\_\_\_\_ Title \_\_\_\_\_  
(Type or Print)

SBE Subcontractor's Signature \_\_\_\_\_  
(Date of Signature)



**GOOD FAITH EFFORT CERTIFICATION**

(Must be submitted with bids NOT meeting SBE goal or requesting full or partial waiver)

Pursuant to the requirements for bidders under the SBE Program, and in consideration of the privilege to submit bids/proposals funded, in whole or in part, by Cuyahoga County,

I/We, ( \_\_\_\_\_ ), ( \_\_\_\_\_ ) of  
 ( \_\_\_\_\_ )

Name(s) of Person(s) Signing Below

Title(s)

Company Name

attest that I/We have exercised the following good faith efforts in addition to my/our regular and customary solicitation process: (Check ALL that apply and complete as indicated)

- I/We are requesting a FULL/PARTIAL WAIVER of the SBE Participation Goal for the following reason(s): \_\_\_\_\_
- I/We are a non-profit agency and are requesting a FULL WAIVER of the SBE Participation Goal.
- I/We have contacted the OPD or website to obtain a list of SBE's appropriate to the bid/proposal.
- I/We delivered written notice to available certified SBE's for each potential subcontracting or supply category in the contract **AND** all potential subcontractors or vendors which requested information on the contract.
- I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the contract, bonding requirements, and the last date and time for receipt of price quotations.
- I/We have attended the pre-bid/proposal conference.
- I/We have provided a written explanation for rejection of any potential SBE subcontractor or vendor to the OPD, where price competitiveness is not the reason for rejection.
- I/We have actively solicited, through sending letters, emails or initiating personal contact, SBE's in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.
- I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of SBE's for the Cuyahoga County contract under consideration.
- I/We have conducted discussions with interested SBE's in good faith, and provided the same willingness to assist SBE's as has been extended to any other similarly situated subcontractor.

- I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

If applicable, identify all SBE's contacted to participate that declined or were not chosen:

1. \_\_\_\_\_

Name of Subcontractor/Vendor	Address	Phone
_____	_____	_____
Name of Contact	Date of Offer to Participate	Bid Amount
_____	_____	_____
Date Offer Declined		

**Reasons Given for Declining** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

Name of Subcontractor/Vendor	Address	Phone
_____	_____	_____
Name of Contact	Date of Offer to Participate	Bid Amount
_____	_____	_____
Date Offer Declined		

**Reasons Given for Declining** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

Name of Subcontractor/Vendor	Address	Phone
_____	_____	_____
Name of Contact	Date of Offer to Participate	Bid Amount
_____	_____	_____
Date Offer Declined		

**Reasons Given for Declining** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**(Make additional copies to extend list of SBE contacts if needed)**

I/We affix my/our signature to this document to attest that I/We have exercised the above-indicated Good Faith Effort to promote SBE participation on the Bid/Proposal and Contract under consideration and to comply fully with the provisions of the Cuyahoga County Small Business Enterprise Program.

\_\_\_\_\_  
Printed/Typed Name of Company Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature (Must be Original)  
Official

\_\_\_\_\_  
Title of Company

\_\_\_\_\_  
Full Company Name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Area Code/ Phone Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

**PLEASE NOTE: Failure to properly complete and submit SBE-1, SBE-2 and SBE-3 (if applicable) will result in bids/proposals being ruled non-responsive.**



\*\*\*\* SAMPLE FORMS \*\*\*\*

### COVENANT OF NON-DISCRIMINATION

(MUST be completed and submitted with ALL bids or proposals)

Know All Men By These Presents, that I/we, ( John Doe ),  
Name(s)

( President, Owner ), ( ABC Company, Inc. ),  
Title(s) Name of Company

(hereinafter "Company"), in consideration of the privilege to submit Bids/Proposals on contracts funded, in whole or in part, by Cuyahoga County, hereby consents, covenants and agrees as follows:

(1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any Bid/Proposal submitted to Cuyahoga County or the performance of any contract resulting from;

(2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contact or otherwise interested in contracting with this Company, including various eligible Small Business Enterprises (hereinafter "SBE's");

(3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make a Good Faith Effort to solicit SBE's to do business with this Company;

(4) That the Covenant of Non-Discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

(5) That the Covenant of Non-Discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain; and

(6) That the failure of this Company to satisfactorily discharge any of the Covenant of Non-Discrimination as made and set forth herein shall constitute a material breach of contract entitling Cuyahoga County to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

John Doe  
(Original Signature of Company Representative Identified Above)

February 1, 2008  
(Date)



**SBE SUBCONTRACTOR PARTICIPATION PLAN  
for EACH SBE Subcontractor Proposed)**

**SBE-2 (Must be submitted  
RFQ# XXXXX**

(A) Total Amount of Overall Contract Proposal \$ **500,000**

Service Contract

Supply Contract

Construction Contract

(A) Total Amount of Overall Contract Proposal \$ **500,000**

Business Name of Prime Bidder **ABC Company, Inc.**

Address **111 Main Street**

City **Anywhere**

State

**Ohio**

Zip Code **44000**

Telephone **(216) 555-5555**

E-Mail **abccompany@yahoo.com**

Firm Owned by:  Majority

Minority (specify: \_\_\_\_\_)

Female

(B) Amount to be  
Subcontracted to SBE:

\$ **100,000**

Percent of Total  
Overall Contract Bid  
[(B)/(A)]:

**20**

%

Scope of Work Provided By SBE: **Electrical Contracting Services**

Prime Bidder's Name: **John Doe**

(Type or Print)

Title: **President/Owner**

Prime Bidder's Signature: **John Doe**

Date: **February 1, 2008**

(Date of Signature)

**SBE SUBCONTRACTOR TO BE UTILIZED**

(Must be certified by the Cuyahoga County Office of Procurement & Diversity)

Name of SBE: **Electrifying Electric Company**

Address: **456 Main Street, Anywhere, OH 44000**

City **Anywhere**

State **Ohio**

Zip Code **44000**

Area Code ( **216** ) Telephone **555-5551**

\*\*\*\*\*NOTE: SBE MUST BE A COUNTY CERTIFIED SBE\*\*\*\*\*

The undersigned herewith agrees to subcontract with the above named bidder for the above said services(s) or supply(ies) to be furnished to the County.





SBE Subcontractor's Name: **Tom Edison**  
**President/Owner**

Title:

\_\_\_\_\_  
 (Type or Print)

Prime Bidder's Signature: **Tom Edison**  
**2008**

Date: **January 23,**

\_\_\_\_\_  
 (Date) **SBE-3**  
**Page 1 of 2**  
**RFQ# XXXXX**

#### WAIVER REQUEST—GOOD FAITH EFFORT CERTIFICATION

(Must be submitted with bids NOT meeting SBE goal or requesting full or partial waiver)

Pursuant to the requirements for bidders under the SBE Program, and in consideration of the privilege to submit bids/proposals funded, in whole or in part, by Cuyahoga County,

I/We, (John Doe), (President, Owner) of (ABC Company, Inc.) Name(s) of  
 Person(s) Signing Below Title(s) Company Name

attest that I/We have exercised the following good faith efforts in addition to my/our regular and customary solicitation process: (Check ALL that apply and complete as indicated)

- I/We are requesting a FULL/PARTIAL WAIVER of the SBE Participation Goal for the following reason(s): **We are requesting a partial waiver of the SBE Goal as we were only able to meet 20% of the 25% goal. We were unable to find an SBE to meet the additional 5% required.**
- I/We are a non-profit agency and are requesting a FULL WAIVER of the SBE Participation Goal.
- I/We have contacted the OPD or website to obtain a list of SBE's appropriate to the bid/proposal.
- I/We delivered written notice to available certified SBE's for each potential subcontracting or supply category in the contract **AND** all potential subcontractors or vendors which requested information on the contract.
- I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the contract, bonding requirements, and the last date and time for receipt of price quotations.
- I/We have attended the pre-bid/proposal conference.
- I/We have provided a written explanation for rejection of any potential SBE subcontractor or vendor to the OPD, where price competitiveness is not the reason for rejection.
- I/We have actively solicited, through sending letters, emails or initiating personal contact, SBE's in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.
- I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of SBE's for the Cuyahoga County contract under consideration.

- x I/We have conducted discussions with interested SBE's in good faith, and provided the same willingness to assist SBE's as has been extended to any other similarly situated subcontractor.
  
- x I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

If applicable, identify all SBE's contacted to participate that declined or were not chosen:

1. **Perfect Plumbing Company** **222 Main Street, Anywhere, OH 44000** **216-555-5553**

Name of Subcontractor/Vendor	Address	Phone
<b><u>Paul Perfect</u></b>	<b><u>222 Main Street, Anywhere, OH 44000</u></b>	
Name of Contact	Date of Offer to Participate	Bid Amount
<b><u>Paul Perfect</u></b>	<b><u>January 15, 2008</u></b>	<b><u>\$25,000 (5%)</u></b>
		<b><u>January 18, 2008</u></b>
Date Offer Declined		

Reasons Given for Declining **Has other commitments at this time and is unable to work with us.**

2. **Dan's DuctWork Company** **333 Main Street, Anywhere, OH 44000** **216-555-5554**

Name of Subcontractor/Vendor	Address	Phone
<b><u>Dan Handy</u></b>	<b><u>333 Main Street, Anywhere, OH 44000</u></b>	
Name of Contact	Date of Offer to Participate	Bid Amount
<b><u>Dan Handy</u></b>	<b><u>January 18, 2008</u></b>	<b><u>\$25,000 (5%)</u></b>
		<b><u>January 19, 2008</u></b>
Date Offer Declined		

Reasons Given for Declining **They are no longer providing the required sub-contracting service as part of its business.**

3. **Dave's Landscapes Inc** **444 Main Street, Anywhere, OH 44000** **216-555-5556**

Name of Subcontractor/Vendor	Address	Phone
<b><u>Dave Curbappeal</u></b>	<b><u>444 Main Street, Anywhere, OH 44000</u></b>	
Name of Contact	Date of Offer to Participate	Bid Amount
<b><u>Dave Curbappeal</u></b>	<b><u>January 16, 2008</u></b>	<b><u>\$25,000 (5%)</u></b>
		<b><u>January 17, 2008</u></b>
Date Offer Declined		

Reasons Given for Declining **Has other commitments at this time and is unable to work with us.**

**(Make additional copies to extend list of SBE contacts if needed)**

I/We affix my/our signature to this document to attest that I/We have exercised the above-indicated Good Faith Effort to promote SBE participation on the Bid/Proposal and Contract under consideration and to comply fully with the provisions of the Cuyahoga County Small Business Enterprise Program.

**John Doe**  
Printed/Typed Name of Company Official

**February 1, 2008**  
Date

**John Doe**  
Signature (Must be Original)  
Company Official

**President, Owner**  
Title of

**ABC Company, Inc.**  
Full Company Name

**111 Main Street**  
Mailing Address



<b>TOTAL</b>	<b>100</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
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**CONTRACT/AGREEMENT EVALUATION FORM**  
(To be completed in its entirety by user department for all contract/agreement renewals or amendments.)

**Contractor: Rushmore Group LLC**

**Contract/Agreement No.: CE1400323      Time Period: 8/8/16-8/7/21**

**Service Description: The Case Review application is a proprietary software application that provides supervisors to better serve clients and reduce errors**

**Original Contract/Agreement Amount: 13,500.00**

**Prior Amendment(s) Amount(s):  
N/A**

**Performance Indicators:**

- Has vendor responded in 24 hour time period?
- Has vendor fixed all system issues?

**Actual performance versus performance indicators (include statistics): CJFS is pleased with Rushmores' quick response time and extensive training with their latest software upgrades.**

**Rating of Overall Performance of Contractor (Check One):**

- Superior
- Above Average
- Average
- Below Average
- Poor

**Justification of Rating: Based on Historical Performance.**

**Nada Moyak/HHS** \_\_\_\_\_  
**User Department**

**06/15/16** \_\_\_\_\_  
**Date**

s: evaluation