



2023-RFP-020

PROVISION OF A SOFTWARE SYSTEM AND RELATED  
PROFESSIONAL SERVICES FOR THE IMPLEMENTATION  
OF A HUMAN CAPITAL MANAGEMENT AND HR  
INFORMATION SYSTEM (HRIS)

**City of Cleveland**

601 Lakeside Ave

Cleveland, OH 44114

RELEASE DATE: November 28, 2023

DEADLINE FOR QUESTIONS: December 15, 2023

RESPONSE DEADLINE: January 12, 2024, 5:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/clevelandoh>

City of Cleveland  
Provision of a Software System and Related Professional Services for  
the Implementation of a Human Capital Management and HR  
Information System (HRIS)

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- A - City of Cleveland HCM Selection RFP - Attachment A
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## 1. INTRODUCTION

### LATE PROPOSALS WILL NOT BE ACCEPTED

The City of Cleveland invites responses to the Request for Proposal (RFP) for Provision of a Software System and Related Professional Services for the Implementation of a Human Capital Management and HR Information System (HRIS).

We ask that you strictly adhere to the following critical guidelines outlined in this document.

#### 1.1. Summary

The City of Cleveland, Ohio (The City) is requesting Proposals from qualified software providers, vendors, and system integrators to partner with the City in its pursuit of a modern Human Capital Management (HCM) and comprehensive HR Information System (HRIS). Further information may be found in the attached RFP Specification document.

#### 1.2. Contact Information

**Kim Roy Wilson**

Commissioner

205 W. St. Clair

4th Floor

Cleveland, OH 44113

Email: [kroywilson@clevelandohio.gov](mailto:kroywilson@clevelandohio.gov)

Phone: [\(216\) 664-7056](tel:(216)664-7056)

**Department:**

Personnel and Human Resources

**Department Head:**

Matthew J. Cole

Director

#### 1.3. Timeline

<b>RFP Published on City website</b>	November 28, 2023
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Title: Provision of a Software System and Related Professional Services for the Implementation of a Human Capital Management and HR Information System (HRIS)

<b>Pre-Proposal Conference (Non-Mandatory)</b>	December 7, 2023, 1:00pm A virtual pre-proposal conference call will be held December 07, 2023 at 1:00 PM EST interested parties may ask questions or seek clarification pertaining to this Request for Proposals (RFP) and the services desired. Prospective proposers are encouraged to participate in the virtual conference although attendance is not mandatory. Details of the virtual conference session will be sent to all interested attendees who RSVP to this event via email (City Consulting Partner, BerryDunn: <a href="mailto:Rdoil@berrydunn.com">Rdoil@berrydunn.com</a> ).
<b>Last Day to Submit Provider Questions</b>	December 15, 2023, 5:00pm
<b>Publish RFP Addendum</b>	December 22, 2023
<b>Proposal Submission Deadline</b>	January 12, 2024, 5:00pm
<b>Shortlist Vendor Notification (target)</b>	Mid-February 2024
<b>Software Demonstrations (target)</b>	Mid-March 2024

## **2. SCOPE OF WORK**

### **2.1. Scope of Services**

Please refer to the attached RFP Specifications file, as well as Attachments A/B/C for information related to the scope of software/services sought, as well as templates to be completed as part of the Technical and Cost proposals.

### **2.2. Link to RFP Specification/Scope of Work (available under Section 12: Attachments) appears below. Please note the file will open in MS Word.**

Section 12: Attachment E RFP Specifications/Scope

### **3. COMPENSATION AND INVOICING**

#### **A. General Services**

Compensation for general services shall be based on hourly billing rates or fixed price based on support category of the individuals assigned to each task and approved reimbursable expenses as agreed upon during negotiation of the Agreement.

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

The Consultant shall be compensated for reimbursable expenses incurred in the interest of the work in accordance with the City Reimbursable Policy (Appendix C).

The Consultant shall be paid for services on a simple time-based method, or mutually agreed upon fee schedule based on project deliverables. The Consultant shall invoice each month based on the actual hours, and approved hourly billing rates expended for the services. The invoice shall include only the staff titles listed in the Fee Proposal.

**Please see also Attachment A, Tab 12, for this particular RFP opportunity for additional guidance on payments and retainage.**

The Consultant shall submit its invoice for progress payment to ITS no later than the close of business on the **Thirtieth (30<sup>th</sup>) Calendar Day of the Month** following the month for which payment is requested. If the 30<sup>th</sup> calendar day would fall on a Saturday, Sunday, or Holiday then the submittal shall be on the previous working day. The Consultant shall not submit invoices more frequently than once per month.

Invoices shall include a cover page, summary table, detailed invoice per task, summary table of labor costs, timesheets, summary table of reimbursable, original receipts, and other information as deemed appropriate. Invoices shall include specific activities worked, on an hourly and daily basis by resource or task/deliverables.

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

Each approved task shall be specifically identified and tracked.

Invoices not submitted in the approved format may be rejected and returned to the Consultant. This includes incomplete information and missing documentation.

#### **B. Payments To Subconsultants**

Consultant is obligated to pay subconsultants within 45 days of Consultant's receipt of subconsultant's invoice (unless specific written exceptions are authorized by the City on a case-by-case basis).

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## 4. THE CITY'S RIGHTS AND REQUIREMENTS

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

### C. Proposal as a Public Record

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

### D. Cleveland Area Business Code

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

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services.



**Failure to Comply** When determining the contractor’s future eligibility for a City contract, the City shall consider a contractor’s failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

- a. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor’s Office of Equal Opportunity (the “OEO”) in its proposal.
- b. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business (“CSB”) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- c. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the proposer’s proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer’s good-faith effort to obtain the participation of certified sub-consultants. The proposer shall submit the completed forms with its proposal and they will be forwarded to the City’s Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal.

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City’s website at <http://www.city.cleveland.oh.us>. On the home page, select “Office of Equal Opportunity” from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for “CSB/MBE/FBE Registry”.

Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor participation of MBE, FBE,

and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

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

**E. Term of Proposal’s Effectiveness.**

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

**F. Execution of a Contract.**

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

**G. Short-listing**

The City reserves the right to select a limited number (a “short list”) of proposer’s to make an oral

presentation of their qualifications, proposed services, and capabilities. The City will notify the proposers selected for oral presentations in writing.

**H. Proposer’s Familiarity with RFP; Responsibility for Proposal**

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

**I. Interpretation**

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

## **5. OFFICE OF EQUAL OPPORTUNITY (OEO) FORMS**

Submit Office of Equal Opportunity (OEO) Schedules. These schedules are contained within the document “Notice to Bidders and Schedules” which are included in Proposal Submittals section and can also be found on the City of Cleveland website in the OEO section.

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

### **Required City Forms**

Proposer shall complete, execute, and return with its fee proposal the following documents, blank copies of which are included in section, Proposal Submittals. They can also be found online on the City of Cleveland website.

- The Office of Equal Opportunity Notice to Bidders and Schedules;
- Federal Form W-9 including Taxpayer Identification Number;
- Non-Competitive Bid Contract Statement for Calendar Year 2023;
- Northern Ireland Fair Employment Practices Disclosure.

## **6. AGREEMENT PROCESS**

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

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

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

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

## 7. TERMS AND CONDITIONS

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

### 7.1. Term

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

### 7.2. Cancellation

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

### 7.3. Independent Contractor

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

### 7.4. Equal Opportunity, MBE/FBE

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

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

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

#### 7.5. Cleveland Area Business Code

During performance of this contract, Consultant shall comply with any and all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 and 187a. of the Codified Ordinances of Cleveland, Ohio, 1976 (“C.O.”), and any Regulations promulgated under the Code, which Code and Regulations are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. There is no subcontractor participation goal for this contract.

#### 7.6. Subcontracts and Assignments

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

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

#### 7.7. Assignment

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

#### 7.8. Confidentiality

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

#### 7.9. Compliance with Laws and Policies

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

#### 7.10. Indemnification and Insurance

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

#### 7.11. State Industrial Compensation

Consultant shall be required at all times during the term of this Agreement, if required by law, to subscribe to and comply with the Workers' Compensation Laws of the State of Ohio and pay such

premiums as may be required thereunder and to save the City harmless from any and all liability from or under said act. Consultant shall also furnish, if applicable, upon the request of the City, a copy of the official certificate or receipt showing the payments referred to herein.

#### 7.12. Social Security Act

Consultant shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by Consultant on work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized state or federal officials and said Consultant also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefore.

#### 7.13. Interest of Consultant

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

#### 7.14. Defaults and Remedies

- A. Consultant shall be in default of this Agreement upon the happening of any of the following events:
  1. Consultant fails to observe or perform any of the covenants or agreements to be observed or performed by it hereunder and such failure continues for a period of five (5) days after written notice thereof is given to the Consultant by the City.
  2. The filing, execution or occurrence of: (i) a petition or other proceeding by, or a finding against, Consultant for its dissolution, reorganization or liquidation; (ii) a petition in bankruptcy by Consultant; (iii) an adjudication of Consultant as bankrupt or insolvent; (iv) an assignment or petition for assignment for the benefit of creditors.
  3. Consultant abandons or discontinues its operations for the City except when such abandonment or discontinuance is caused by fire, earthquake, war, strike or other calamity beyond its control.
- B. Upon the happening of any one or more of the events as set forth in Paragraph A of this Article, or upon any other default or breach of this Agreement, the Finance Director may, at her option, exercise concurrently or successively any one or more of the following rights and remedies:
  1. Enjoin any breach or threatened breach by Consultant of any covenants, agreements, terms provisions or conditions hereof.



2. Sue for the performance of any obligation, promise or agreement devolving upon Consultant for performance or for damages for the nonperformance thereof, all without terminating this Agreement.
  3. Terminate this Agreement.
- C. All rights and remedies granted to the City herein and any other rights and remedies that the City may have at law and in equity are hereby declared to be cumulative and not exclusive and the fact that the City may have exercised any remedy without terminating this Agreement shall not impair the City's rights thereafter to terminate or to exercise any other remedy herein granted or to which it may be otherwise entitled.

## 8. EQUAL OPPORTUNITY REQUIREMENTS

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

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (the “OEO”) or the contracting department;
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor’s compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

**Failure to Comply-** When determining the contractor’s future eligibility for a City contract, the City shall consider a contractor’s failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

- Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub consultants that are certified by the Mayor’s Office of Equal Opportunity (the “OEO”) in its proposal.
- The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business (“CSB”) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- To document its good-faith effort to utilize certified MBE, FBE and CSB sub consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer’s proposed use of MBE,

FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

- Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at roposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.
- The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.
- The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the OEO *Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.
- The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.
- Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.

## **9. CONSTRUCTION OF AGREEMENT**

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

## 10. EVALUATION PHASES

### 10.1. Phase 1 - Short-List Identification

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Functionality</b></p> <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"><li>• The proposer’s written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution.</li><li>• The ability for the proposed software to integrate with the City systems environment.</li></ul>	Points Based	35 <i>(34.7% of Total)</i>
2.	<p><b>Technical</b></p> <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"><li>• Alignment of the proposed software to the City’s preferred technical specifications.</li><li>• The proposer’s written response to each potential interface.</li><li>• The level of integration among proposed functional areas.</li></ul>	Points Based	20 <i>(19.8% of Total)</i>

<p>3.</p>	<p><b>Approach</b></p> <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> <li>• The described approach to implement an enterprise system to achieve the City’s goals and objectives.</li> <li>• The alignment of the proposed implementation timeline to the City’s desired timeline.</li> <li>• The distribution of implementation tasks between City and Proposer teams.</li> <li>• The proposed resource hours between City and Proposer teams.</li> <li>• The proposer’s approach to key implementation tasks, including data conversion, testing, and training.</li> <li>• The proposer’s planned ongoing support and maintenance services.</li> </ul>	<p>Points Based</p>	<p>25 <i>(24.8% of Total)</i></p>
<p>4.</p>	<p><b>Proposer Experience</b></p> <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> <li>• The proposer’s experience delivering the services requested in the RFP.</li> <li>• The proposer’s experience with similar implementations for comparable organizations.</li> <li>• The proposer’s experience deploying comparable interfaces to the City’s related applications.</li> </ul>	<p>Points Based</p>	<p>15 <i>(14.9% of Total)</i></p>
<p>5.</p>	<p><b>Comparable References</b></p> <p>This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type (e.g., city/town/village), comparable scope, similar software version, and deployment model.</p>	<p>Pass / Fail</p>	<p>1 <i>(1% of Total)</i></p>

6.	<p><b>Proposed Staff Experience</b></p> <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> <li>• The experience of named staff delivering services requested in the RFP.</li> <li>• The experience of named staff with similar implementations for comparable organizations.</li> <li>• The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization.</li> </ul>	Points Based	5 <i>(5% of Total)</i>
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10.2. Phase 2 - Finalists Identification

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Functionality – Alignment to Processes and Perceived Efficiencies/Improvements</b></p> <p>This criterion considers information learned through vendor demonstrations including but not limited to the alignment of demonstrated functionality with preferred business processes, ability to support required processes/functions including reporting and workflows, and demonstrated functionality that may drive process improvement and efficiencies.</p>	Points Based	25 <i>(25% of Total)</i>
2.	<p><b>Functionality – Ease of Use and User Interface</b></p> <p>This criterion considers information learned through vendor demonstrations including but not limited to the demonstrated user interface and the perceived ease of use/adoption for City staff.</p>	Points Based	25 <i>(25% of Total)</i>
3.	<p><b>Technical</b></p> <p>This criterion considers information learned through the Technical Discussion as part of vendor demonstrations as well as other sessions.</p>	Points Based	15 <i>(15% of Total)</i>

4.	<p><b>Approach</b></p> <p>This criterion considers information learned through the Implementation Approach Discussion as part of vendor demonstrations as well as other sessions, including the approach to staffing, training, configuration, and implementation phasing/durations.</p>	Points Based	20 <i>(20% of Total)</i>
5.	<p><b>Vendor Experience</b></p> <p>This criterion considers new information learned through the Company Overview Discussion as part of vendor demonstrations as well as other sessions.</p>	Points Based	15 <i>(15% of Total)</i>

10.3. [Phase 3 - Reference Checks](#)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Reference Feedback</b></p> <p>This criterion considers feedback received from references related to the vendor’s performance in the implementation, including meeting project objectives and timelines; the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing vendor performance with support and maintenance.</p>	N/A	N/A
2.	<p><b>Comparable References</b></p> <p>This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type (e.g., city/town/village), comparable scope, similar software version, and deployment model.</p>	N/A	N/A

10.4. [Phase 4 - Cost Evaluation](#)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p><b>Cost</b></p> <p>This criterion considers, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Proposers will be evaluated on their pricing scheme, their price in comparison to the other proposers, and overall reasonableness of the pricing relative to the proposed software and services.</p> <p>In evaluating cost, the City may evaluate on a fully loaded 10-year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs, ongoing support and service costs, hardware costs, and associated hardware support costs. The City reserves the right to add its own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, hardware and overhead costs and savings. In addition, the City may rely on the proposer’s resource estimates as a basis for their calculations.</p>	N/A	N/A
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**10.5. Initial Compliance Review**

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Initial Compliance Review</b></p> <p>The City will initially review proposals to determine responsiveness of each Proposal in relation to the format, content, and completion of required forms and attachments as so specified in this RFP. Proposals passing the Compliance Review will proceed into Phase 1.</p>	N/A	N/A

## 11. PROPOSAL SUBMITTALS

### 11.1. [Technical Proposal - Attachment A \(PDF Response\)\\*](#)

\*Response required

### 11.2. [Technical Proposal - Attachment B \(MS Excel Response\)\\*](#)

\*Response required

### 11.3. [Technical Proposal - Attachment B \(PDF Response\)\\*](#)

\*Response required

### 11.4. [Price Proposal - Attachment C \(MS Excel Response\)\\*](#)

\*Response required

### 11.5. [City Required Forms](#)

#### 11.5.1. *NOTICE TO BIDDERS AND OEO SCHEDULES\**

Please download the below documents, complete, and upload.

- [NOTICE TO BIDDERS AND OEO S...](#)

\*Response required

#### 11.5.2. *NON-COMPETITIVE BID CONTRACT STATEMENT FOR CALENDAR YEAR 2023\**

Please download the below documents, complete, and upload.

- [NON-COMPETITIVE BID CONTRAC...](#)

\*Response required

### 11.6. [Northern Ireland Fair Employment Practices Disclosure](#)

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

#### 11.6.1. *CHECK WHICHEVER IS APPLICABLE:\**

*Select all that apply*

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

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

The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO

#2023-RFP-020

Title: Provision of a Software System and Related Professional Services for the Implementation of a Human Capital Management and HR Information System (HRIS)

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THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

\*Response required

*11.6.2. By confirming, the proposer affirms that they are in compliant Northern Ireland Fair Employment Practices.\**

Please confirm

\*Response required