

REQUEST FOR PROPOSALS FOR

PROFESSIONAL SERVICES

Diversity and Inclusion Scorecard Design & Services

Submittal Date: Tuesday July 30, 2013 by 12:00 PM

Michael B. Coleman, Mayor

Greg J. Davies, Director, Public Utilities

REQUEST FOR PROPOSALS

Diversity and Inclusion Scorecard Design & Services

The City of Columbus, Ohio, Department of Public Utilities (the Departments) is soliciting proposals through the request for proposals (RFP) process to provide for professional consulting services to assist it in planning, designing and executing a Diversity and Inclusion Scorecard.

Selection of professional services shall be in accordance with Section 329.14 of Columbus City Codes, 1959. Any agreement or contract entered into will be in accordance with the provisions of Chapter 329 of Columbus City Codes, 1959, the standard agreements for professional services of the Department of Public Utilities, and all other applicable rules and regulations.

Minimum Qualifications: Lead respondents shall have performed at least two (2) projects of similar scope in the past three (3) years including at least one (1) project for a public sector (government, institutional or nonprofit) organization.

<u>INSTRUCTIONS</u>

Proposals shall be submitted no later than 12:00 pm Tuesday July 30, 2013, to Keena M. Smith, Assistant Director, Department of Public Utilities, 910 Dublin Road, 4th Floor, Director's Office, Columbus, Ohio 43215. Each consultant should provide five (5) copies of the proposal and one (1) electronic PDF copy, and submit the proposals in a sealed envelope. Proposals should be submitted on recycled paper, and printed double-sided. While the appearance of proposals is important, the use of non-recyclable or non-recycled glossy materials is discouraged. Proposals should not exceed 30 pages in length, not including any addenda.

Any Consultant who is planning on submitting a proposal should so notify the City so that the Consultant may receive any clarifications or updates. Notifications should be sent to Keena M. Smith at kmsmith@columbus.gov.

Questions shall be submitted via email to Keena M. Smith by no later than July 8, 2013. Any interpretations or questions, which in the opinion of the City require clarifications, will be issued by email as addenda to all consultants who have provided contact information, and posted on the City's vendor website. The City will not be bound by oral interpretations which are not reduced in writing and included in the addenda.

All offerors and their proposed subcontractors must have a valid City of Columbus Contract Compliance Numbers (CCCN) before a contract may be entered. Applications for certification may be obtained from the City of Columbus website (www.columbus.gov), or from:

City of Columbus

Equal Business Opportunity Commission Office

109 North Front Street, 4th Floor

Columbus, Ohio 43215-9020

(614-645-4764)

Notice of Equal Business Opportunity Requirements

A. Minority and Female Business Enterprise ("MBE" and "FBE") Participation: Title 39 of the Columbus City Code (C.C.C.) provides for certification of minority business enterprises and female business enterprises. C.C.C. 3901.01 (G) defines an MBE as a for-profit business performing a commercially useful function which is owned and controlled by a person or persons having an African American ancestry. C.C.C. 3901.01 (F) defines an FBE as a for-profit business performing a commercially useful function which is owned and controlled by one or more females of non-African American descent.

B. Specific Contract MBE/FBE goals shall not apply to this selection.

C. In collaboration with the City of Columbus Equal Business Opportunity Commission Office,

the Department of Public Utilities encourages the utilization of city-certified minority, female

and small business enterprises and minority business registrants. Include in the proposal the

name and qualifications of all certified MBEs/FBEs. Contact the Equal Business Opportunity

Commission for information related to minority, female and small business enterprises.

SUBMISSION DEADLINE

Final date for submission of proposal documents will be no later than 12:00 p.m. July 30, 2013.

Any submittals received after that time will not be considered.

At the City's option, in-person presentations by the top-ranked bidders may be requested prior

to selection. The City reserves the right not to make an award.

Greg J. Davies

Director

Department of Public Utilities

4

PROJECT BACKGROUND AND OVERVIEW

The Department of Public Utilities (DPU) provides quality water, electric, and wastewater services to 1 million people in Central Ohio. DPU is proud of its diverse employees who strive to be the best and deliver excellence in service to the citizens of Columbus, Ohio. The staff of our three (3) divisions (Water; Power; and Sewerage and Drainage) represent multiple professional disciplines including engineering, finance, public administration, attorneys and more as well as mid-level managers/supervisors and laborers and field crews. A good number of employees are represented by two (2) collective bargaining units. DPU currently supports its employees with a Diversity and Inclusion effort that includes a department-wide committee. This Diversity and Inclusion Committee consists of 3 work teams that promote, educate and measure diversity and inclusion; and support workforce development. Our Diversity effort also includes the Public Utilities Mentoring Program (PUMP), a formal department-wide mentoring program which is the first of its kind for the City of Columbus.

Now, DPU seeks a management consultant to engage an inter-departmental team of highly motivated employees in the development of a diversity scorecard to support the Committee's diversity measurement activities. The Scorecard team will include personnel from DPU as well as the City's departments of Human Resources and Civil Service. The Department desires a consultant experienced in the "Balanced Scorecard" approach. The Balanced Scorecard (BSC) is a strategic performance management framework that has been designed to help an organization monitor its performance, execution of its strategy and delivery of desired outcomes through more than one perspective or lens.

The successful consultant will demonstrate expertise in 1) assisting organizations advance diversity and inclusion programs through the development of key performance indicators including quantitative and qualitative metrics aligned with strategic business goals and to include defining the data collection processes; 2) managing a large, diverse work team; 3) managing project communications with internal and external stakeholders to promote thorough discussions, transparency and vetting as well as understanding and acceptance of

the scorecard; 4) recommending governance and ongoing management structure and processes.

Currently, DPU is implementing a Business Intelligence System (BIS). This data system delivers information analysis dashboards through the use of a customized technology called "WebFocus" hosted by Information Builders, Inc. via the City's Department of Technology. The selected consultant will be required to work with our technology project team to integrate data collection and scorecard display through this system. If the consulted desires to recommend an alternative software delivery mechanism, a plan for interface with our BIS must be included. Please include the details of any plan for this alternative software solution under a separate tab.

It is expected that the scorecard design phase should be no longer than 3 months.

The budget for the project is subject to negotiation. Contract length will be one year, with optional renewals for two additional years (total of 3 years) subject to approval by Columbus City Council.

The goals of the project are:

- 1. To assist the Department in all aspects of scorecard development, design and implementation.
- 2. Build capacity within the Department to support the growth and sustainability of the DPU Diversity and Inclusion effort.
- 3. Create a valid, reliable tool that measures the Department's progress using a balanced methodology (i.e. including both quantitative and qualitative data) and that is accepted across multiple stakeholder communities.

SCOPE OF SERVICES:

The proposed scope of services follows; however, the consultant is encouraged to suggest deletions or additions within their Project Approach if they believe changes will better meet the objectives of the project.

Scorecard Development and Design: The selected consultant will assist the City in all aspects of scorecard development and design. The consultant will:

- Provide a detailed project plan (the RFP response should include a plan with major milestones)
- Provide a communications plan
- Research and review of best practices
- Manage inter-department project logistics
- Coordinate with the City for all data and technology needs
- Manage project kick-off, mid-project demonstrations, and annual scorecard analysis, reviews and presentations including production of an annual report
- Conduct interviews and focus group sessions as needed
- Note: This list may not be exhaustive. The respondent should discuss any additional tasks you believe necessary to ensure valid design.

Implementation: The selected consultant will assist the Department in a comprehensive implementation effort. The consultant will:

- Coordinate with the Department on delivery of any technology solution;
- Manage project kick-off, mid-project logistics, and annual scorecard analysis, reviews and presentations including production of an annual report
- Assist Department staff with multi-channel communications to all stakeholders (staff, management, union representatives, Mayor's Office and City Council as needed). This may include but not be limited to memorandum, newsletter articles, written and oral project updates, interviews and focus groups.
- Provide evaluation and recommendations for enhanced results.

 Note: This list may not be exhaustive. The respondent should discuss any additional tasks you believe necessary to ensure comprehensive implementation.

Document support: The Consultant may also be asked to produce ancillary materials to support the above tasks, including but not limited to PowerPoint slideshows, videos, reports, brochures, newsletter articles and pages for the Department's website.

REQUIRED OUTLINE OF REQUEST FOR PROPOSAL SUBMITTALS

The following information shall be included in the submittal:

- A Statement of Qualifications and Experience of the company or companies, the
 primary staff, and subcontractors if applicable. For each company and/or key staff
 member, describe completed project(s) relevant to diversity and inclusion
 measurement, compliance data reporting and monitoring. Specifically address other
 public sector clients.
- Location of primary office, identification of project manager, primary staff, and subcontractors if applicable, and their business locations during the project. Indicate the percentage of the team's local workforce and show how this number was determined.
 Team includes prime consultant and all subconsultants.
- 3. City of Columbus Contract Compliance Number (CCCN) for submitting firm.
- 4. Project Approach describing the formation of the project team, proposed services, project assignments, project oversight and coordination, and steps for accomplishing the project objectives. Project approach should be organized by phase/task and summarized on a calendar/project plan. Workload should be broken down by phase/task and by team member.

- 5. Demonstration that the project team has the ability to perform the project expeditiously based on current workloads.
- 6. Budget projections should be included as an addendum. This information is not part of the initial evaluation process.
- 7. Additional information specific to this project or this type of work.
- 8. Pursuant to City Code Chapter 329, the City gives preference to an environmentally preferred offeror, which is defined as: A bidder or offeror whose bid or offer consists of materials, supplies, equipment, construction and/or services which have a lesser or reduced effect on human health and the environment when compared to competing materials, supplies, equipment, construction and services that serve the same purpose. This comparison may consider any aspect of the procurement cycle, including but not limited to raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the material, supply, equipment, construction or service. To be considered an environmentally preferable bidder or offeror, the bidder or offeror must clearly specify in the invitation for bid how their materials, supplies, equipment, construction or services qualify their bid or offer as "environmentally preferable."

Note:

Present the proposal in a succinct and clear manner, bound, in an 8½ by 11-inch format, using fonts no smaller than 12 point (11 by 17 fold-outs are acceptable but are to be kept to a minimum). Proposals should be on recycled paper, double- sided. While the appearance of proposals is important, the use of non-recyclable or non-recycled glossy materials is discouraged. Proposals should not exceed 30 pages in length, not including any addenda.

Formal Presentations. The City reserves the ability to request formal, in-person presentations from any respondent. These formal presentations are considered part of the evaluation process.

EVALUATION CRITERIA

The Request for Proposals submittal must include information to address each of the criteria as listed below. The Department Evaluation Committee will evaluate the proposal based on the following criteria and values:

Evaluation Criteria	Total Maximum Points (100)
Proposal Quality	40
- Project approach is well-structured, clear, and succinct; the proposal	15
is well organized; easy to read and free of acronyms/jargon	
- Project approach shows creativity and innovation	10
- Project approach demonstrates knowledge of project subject matter	15
and is realistic	
Project Team Experience	25
- Team has full range of education and expertise to meets the	10
project's needs. Team should include experience in many of the	
following areas: diversity program evaluation, project management,	
balanced scorecard development, development of key performance	
indicators (KPIs), business process improvement, communications	
- Past performance of the prime/lead consultant as reflected by	10
relevancy of the projects including those performed for the City of	
Columbus, other city agencies and other public sector clients of the	
team, with respect to such factors as similarity, scope, quality of work,	
success in controlling costs, and success in meeting deadlines	
- Past performance of the subconsultants as reflected by relevancy of the	5
projects including those performed by for the City of Columbus, other city	
agencies and other public sector clients of the team, with respect to such	
factors as similarity, scope, quality of work, success in controlling costs,	
and success in meeting deadlines	
projects including those performed by for the City of Columbus, other city agencies and other public sector clients of the team, with respect to such factors as similarity, scope, quality of work, success in controlling costs,	5

Project Team Workload	10
- Proposal demonstrates the availability of the project team to	10
complete the project expeditiously	
Environmentally Preferable Offeror	5
Demonstration that the services offered are equal to or superior to	5
those of a non-environmentally preferred offeror.	
Local Workforce (one of the following applies)	20
- At least 90% of the Project Team's labor costs are assignable to	20
employees paying City of Columbus income tax on the date the	
proposal is submitted, or at least 90% of the Project Team's labor	
costs are assignable to the office location within Franklin County if the	
office was established prior to 1995 OR	
- At least 75% of the Team's project labor costs are assignable to	15
employees paying City of Columbus income tax on the date the	
proposal is submitted OR	
- At least 90% of the Team's labor will be performed in an office	7
location within Franklin County but outside of the Columbus corporate	
limits on the date the proposal is submitted OR	
- At least 50% of the Team's project labor costs are assignable to	5
employees paying City of Columbus income tax on the date the	
proposal is submitted	

EVALUATION PROCESS

RFP Released	July 1, 2013
Questions Due to City	July 9, 2013
Answers Available	July 12, 2013
RFP Submittal Due	July 30, 2013
Evaluation Complete	September 2013
Oral Interviews of Select Respondents (if needed)	September 2013
RFP Awarded	October 2013

The City retains the right to not make a selection. All dates are subject to change at the discretion of the City.

PROFESSIONAL SERVICES GUIDELINES FOR THE CITY OF COLUMBUS DEPARTMENT OF PUBLIC UTILITIES

It is the City's intention to enter into a Professional Services Contract as a result of this Request for Proposal process. The City shall offer to the successful Proposer the current standard agreements for Professional Services of the Department of Public Utilities. The intent of the following guidelines is to provide an overview of basic Professional Services to be provided for Department of Public Utilities. The following items present an overview of clauses in these agreements; however, the actual agreement is subject to change.

1. GENERAL

- A. In the performance of all services, the CONSULTANT shall comply with all current and applicable laws and administrative regulations (including OSHA regulations), including the Fair Labor Standards Act, and with all pertinent regulations and rules of the Department of Public Utilities. The CONSULTANT shall also render itself cognizant of personnel and operational procedures of the Department of Public Utilities which may be substantially impacted by the designs recommended by the CONSULTANT, and shall identify such impact to the City.
- B. The CITY and the CONSULTANT recognize that the conduct of professional services must at all times be characterized by mutual trust and confidence of both parties.
- C. The CONSULTANT will render services of professional quality and also with efficiency and economy consonant with preservation of the integrity of the work.
- D. The CONSULTANT selected to perform this work shall attend a pre-contract meeting to review the contract format with the CITY and discuss issues specific to the performance of the required work.
- E. The CONSULTANT shall attend a start-up meeting with the CITY to review the work schedule and ensure all applicable parties are aware of the types, locations and approximate dates the various activities will be performed to minimize misunderstandings and conflicts.

2. COMPENSATION CHANGES

- A. During the performance of services under this Contract, the CONSULTANT shall submit detailed invoices for payment no more often than once monthly. Invoices shall be in the format requested by the City, shall be accompanied by adequate documentation, and shall include a brief progress report referencing the items of work delineated herein.
- B. Reimbursable expenses shall conform to the Mayor's "Reimbursement Policy," effective April 1, 1988, except as modified by Ordinance No. 966-91 providing for the reimbursement rate for job-related

mileage equal to the Internal Revenue Service allowable rate for business mileage in effective on each succeeding July 1 (for the succeeding six (6) months) and January 1 (for the succeeding (6) months). The full text of the Mayor's "Reimbursement Policy" may be viewed at the end of this document.

3. CHANGES

- A. The CITY may, at any time during the performance of the services under this Contract, propose Modification of the Contract by a properly authorized written instrument. Upon execution of such Modification by both parties hereto, it shall be fully incorporated into this Contract and shall govern all subsequent performance under the Contract.
- B. The scope, details, compensation, and time schedule for the services under this Contract are to be delineated and made a part of that contract. If actions by the CITY, or of others beyond the control of the CONSULTANT, significantly impact the scope, timing, or other matters affecting the execution of services as described in the Contract and Schedules attached hereto, the CONSULTANT shall inform the CITY immediately as such impacts become known. The CITY agrees to consider the CONSULTANT's claim for increased cost, extension of time, etc. as necessary to adjust for the changed conditions of service.

4. SUSPENSION OF SERVICES

A. The CITY may order the CONSULTANT, in writing, to suspend, delay or interrupt all or any part of the services for such period of time as may be determined to be appropriate for the convenience of the CITY. If such suspension, delay, or interruption by direction of the City causes an increase in the CONSULTANT's cost of performance for the balance of the services, the CITY agrees to consider the CONSULTANT's claim to cover such increased costs at such time as the CITY may direct the resumption of the services.

5. AUDITS, RECORDS TO BE MAINTAINED, ACCESS TO RECORDS

A. The CONSULTANT shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the services under the Contract in accordance with generally accepted professional and accounting practices. The CITY or its duly authorized representative shall have access to such account books, records, documents, and other evidence for the purpose of inspection, audit and copying. The CONSULTANT shall provide proper facilities for such access and inspection.

- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted accounting principles. The CONSULTANT agrees to disclose to the CITY all information and reports resulting from access to records pursuant to this Section. Such access shall not include access to tax, profile, and other confidential or non-project related information. Where the audit concerns the CONSULTANT, the CITY'S representative will afford the CONSULTANT and opportunity for an audit exit conference and an opportunity to comment on pertinent portions of the draft audit report, prior to any disclosure by the CITY of the contents of the audit report. The final audit report will include the written comments, if any, of the CONSULTANT.
- C. The CONSULTANT shall maintain copies of the complete records of the execution of the project, including, but not limited to, survey notes, computations, design development documents, logs, physical investigations, correspondence, material submittals, and photographs, as necessary to assist in the defense of any legal action claiming professional liability or neglect of duty which may involve the CITY. The CITY shall also have access to these records. These records shall be maintained for a period of not less than three years after the earliest date which the applicable statutes may establish for the release of potential professional liability for the services under the Contract.
- D. Accounting records shall be maintained and made available during performance of the services under this Contract and until three years from data of final payment for the project. In addition, those records which relate to any appeal, agreement, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the data of resolution of such appeals, litigation, claims, or exception.

6. INSURANCE AND INDEMNITY

- A. The CONSULTANT all worker's compensation laws of the State of Ohio and shall carry at least the following minimum amount of insurance coverages: Public Liability and Automobile Insurance in an amount not less than One Million Dollars (\$1,000,0000.00) for injuries, including those resulting in death, to any one person, and property damage. Said insurance shall be maintained in full force and effect during the life of this Contract and shall protect the its employees, agents, and representatives from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from the negligent or wrongful acts, errors or omissions of the CONSULTANT, its employees, agents or representative in the performance of the services under this Contract.
- B. The CONSULTANT shall assume the defense of and indemnify and save harmless the CITY from any claims or liabilities, of any type or nature to any person, firm or corporation, arising in any manner

- from the CONSULTANT's negligent performance or the work covered by this Contract, and shall pay any judgment obtained or growing out of said claim or liabilities.
- C. A certificate showing the CONSULTANT is carrying the above-described insurance in at least the above-specified minimum amounts shall be furnished to the CITY before the CITY is obligated to make any payment to the CONSULTANT for the services under the Contract. Such certificates shall name the CITY as an additional insured party under all coverage's except professional liability and workers compensation, and shall provide for notice to the CITY not less than 30 days prior to the effective date of any modification or cancellation of any coverage.

TERMINATION

- A. The CITY may, at any time prior to the completion of full performance by the Consultant or all services under the Contract, terminate the Contract by giving written notice by registered mail not less than fifteen (15) days prior to the effective date of its intention to do so. If the termination is for the CITY'S convenience, payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination, less any payments previously made. Such request for reimbursement shall be supported with factual data and shall be subject to the CITY'S approval. In the event this Contract is terminated prior to the completion of services hereunder, the CONSULTANT shall deliver to the CITY all reports, field books, drawings, electronic data files, and other documents, which have been prepared in the course of the services performed under this Contract.
- B. All such material is, and shall remain the property of the CITY, to be used in such manner and for such purpose as the CITY may choose. It is further agreed that in the event the CITY terminates the Contract due to failure of the CONSULTANT to properly perform in manner satisfactory to the Director of Public Utilities, the CITY may make such arrangements, as it shall deem desirable for the completion of the Project.
- C. The CONSULTANT shall make no claim for additional compensation against the CITY by reason of such termination.

8. NON-DISCRIMINATION

A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical handicap, or age. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading demotion, or termination; rates of pay or other forms of compensation; and selection for training. The CONSULTANT agrees to

- post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of the Equal Opportunity Clause.
- B. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of it, state that it is an equal opportunity employer.
- C. It is the policy of the CITY Of Columbus that business concerns owned and operated by minority and female persons shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the CITY.
- D. The CONSULTANT shall permit access to any relevant and pertinent reports and documents by the Executive Director of the Equal Business Opportunity Commission Office (EBOC Office) for the sole purpose of verifying compliance with this paragraph, and with the regulations of the EBOC Office. All such materials provided to the Executive Director by the CONSULTANT shall be considered confidential.
- E. The CONSULTANT will not obstruct or hinder the Executive Director or the Executive Director's deputies and assistants in the fulfillment of the duties and responsibilities imposed by Article I, Title 39, Columbus City Codes.
- F. The CONSULTANT and its subcontractors will each include a summary of this Equal Opportunity Clause in every subcontract. The CONSULTANT will take such action with respect to any subcontract as is necessary as to means of enforcing the provisions of this Equal Opportunity Clause.
- G. The CONSULTANT agrees to refrain from subcontracting any part of the contract or contract modification thereto to a subcontractor not holding a valid certification number as provided for in Article I, Title 39.
- H. Failure or refusal of the CONSULTANT or any of its subcontractors to comply with the provisions of Article I, Title 39 may result in cancellation of this Contract.

9. CITY INCOME TAX TO BE WITHHELD

A. The CONSULTANT shall withhold all City Income Taxes due or payable under the provisions of Chapter 361, Columbus City Codes, for wages, salaries, and commissions paid to its employees and further agrees that its subcontractors shall be required to agree to withhold any such City Income Taxes due under this chapter for services under this Contract.

10. CONFLICTS OF INTEREST; OBJECTIVITY

A. In the performance of services under this Contract, the CONSULTANT shall endeavor at all times to render objective and impartial technical and other judgments in all matters. To avoid compromise of the objective spirit required for such service, the CONSULTANT shall not:

- 1) Employ any sub consultant who is actually or potentially a supplier of items specified in the design, to be furnished in the construction work.
- Maintain a business interest in any of the equipment or patented process specified in the Design.

11. PUBLIC RECORDS & CONFIDENTIALITY

- A. All proposals submitted are to be considered public records.
- B. Any information submitted that the Consultant wants to be considered confidential and/or proprietary must be clearly marked as such and must be accompanied by written letter addressing the reason why the information is to be considered confidential. This information must be packaged in an enclosed, separate envelope. Marking information confidential does not guarantee that it will not be released; as such decisions are governed by State law. Furthermore, the City Of Columbus reserves the right to have any requests for confidential information be reviewed by the City Attorney's Office. The City shall attempt to contact the CONSULTANT prior to the release of any confidential information.

12. APPLICABLE LAWS

A. Any contract resulting from this proposal shall be governed by the law of Ohio and the ordinances of the City of Columbus.

13. REMEDIES

A. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio. Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful bidder shall be notified as to which terms and conditions, if any, have been deleted.

14. NOTICE OF EQUAL BUSINESS OPPORTUNITY REQUIREMENTS

A. Minority and Female Business Enterprise (MBE and FBE) Participation: Title 39 of the Columbus City Code (C.C.C.) provides for certification of minority business enterprises and female business enterprises. Under the current legislation, a minority business enterprise is defined as a for-profit

business performing a commercially useful function which is owned and controlled by a person or persons having an African American ancestry. C.C.C. §3901.01 (G). A female business enterprise is defined as a for-profit business performing a commercially useful function which is owned and controlled by one or more females of non-African American descent. C.C.C. §3901.01 (F).

- B. Specific Contract M/FBE goals: Specific Contract M/FBE goals shall not apply to this selection.
- C. In collaboration with the Equal Business Opportunity Commission Office, the Department of Public Utilities encourages the utilization of city-certified minority, female and small business enterprises and minority business registrants.
- D. In addition to the current requirements of Title 39, Columbus City Codes, 1959, all or part of this contract may be undertaken with State and/or Federal funding assistance. The City may, therefore, be required to conform to certain utilization goals in order to conform fully to those programs.

Documentation suggested: Include the name, description of the work, and the dollar value of all certified M/FBE's and MBR's included in the proposal.

For information related to minority, female and small business enterprises, please contact the Equal Business Opportunity Commission Office at (614) 645-4764.

Equal Business Opportunity Commission (EBOC)

The City of Columbus encourages the participation of City certified minority and female business enterprises. All bidders/offerors shall identify all subcontractor(s) who will perform any type of contracting on City bid/proposal(s). All bidders/offeror(s) shall include in their bid/proposal response the anticipated cost and scope of work performed by all subcontractor(s), along with their contract compliance number(s). If the bidders/offerors so not have minority/female business participation in the bid/proposal an explanation must be given and included with the bid/proposal in order to satisfy this requirement.*

All bidders/offerors and subcontractors that do not have (1) an application in Their bid/proposal(s) to secure a contract compliance number or (2) a valid contract compliance number at the time the bid is submitted will be deemed non-responsive and will not be considered.

Expired contract compliance numbers will be given 7 business days after bid submittal date to update their contract compliance information. If information has not been updated after 7 business days the bid/proposal will be deemed non-responsive and will no longer be considered.

This information is gathered and monitored by the Equal Business Opportunity Commission Office (EBOCO). Please contact EBOCO for assistance with identifying potential M/FBE contractors or the check the status of your contract compliance numbers.

Equal Business Opportunity Commission Office

109 N. Front Street, 4th Floor

Columbus, Ohio 43215

(614) 645 - 4764

M/FBE Certification Tia Roseboro 645-2203

Contract Compliance Ginger Cunningham 645-2192

*While the participation and or partnering of certified minority and female owned businesses is encouraged the level of minority and female participation will not be a condition of the bid award.

PROFESSIONAL CONSULTANT REIMBURSEMENT POLICY

The purpose of this policy is to clarify for professional consultants hereinafter referred to as Contractor to the City of Columbus what the City considers to be a reasonable level of reimbursement for project costs other than direct labor.

In general, all reimbursement requests will require complete and proper documentation, and must be necessary and reasonable for the completion of the project. As the City reserves the right to review and/or disallow any expenses, it is in the Contractor's best interest to obtain written City approval before incurring any cost which may be questionable.

Without exception, expenses which include reimbursement for the costs of meals or any other gratuity for employees of the City, will be disallowed. Public employees categorically are not permitted to accept gratuities in any form from any entity doing business with the division in which they are employed.

1. Temporary Living Expenses

- a. The City will provide for a comfortable, but not extravagant, standard of living for those out-of-state Contractors who are temporarily assigned to Columbus in the course of project work. For reimbursement purposes, "temporarily" shall be defined as a duration of less than six (6) months. The Contractor will be required to stipulate at the project's outset those employees who will be assigned to a City project and the length of each employee's assignment to the project. The City will retain the option to determine at what point the City's needs are better served by relocating the employee to central Ohio.
- b. The City will reimburse receipted expenses for meals/incidentals not to exceed \$30 per day, for consultants who have a home office in excess of 50 miles from Columbus and are on temporary assignment here.
- c. The City will reimburse for lodging at reasonable, actual single room rates with corporate discounts. The City will determine at what point it becomes more cost-effective to provide temporary housing in the form of an apartment rather than a hotel.
- d. Entertainment, alcoholic beverages, and personal expenses are not allowable for reimbursement.

- e. Laundry costs will be allowed with itemized receipts if the employee is required to be away from home on City business over five (5) consecutive business days.
- f. The City will reimburse for no more than one (1) trip home per employee for the convenience of the employee. If the employee chooses to travel home each week, the City will reimburse up to the cost of maintaining the employee over Saturday and Sunday, or a maximum of \$30/day plus the agreed-upon cost of lodging.
- g. The City will reimburse the employee for one (1) safe arrival call home per stay in Columbus. Other personal calls are not reimbursable.

2. Relocation of Employees

- a. If it is decided and placed in writing that it is in the best interest of the City of Columbus and the employee of a contractor to relocate that employee to Columbus, the City will reimburse that employee for <u>transportation</u> of the employee and family, furnishings and personal items to the new residence. The City will reimburse the lowest of three (3) common carrier estimates up to maximum of \$3,000. Other associated costs of transportation the household to Columbus will be evaluated on a percase-basis and must be approved in writing by the City to be allowable for reimbursement.
- b. The City will not reimburse the Contractor for other costs related to relocation of employees, including items such as Realtor commissions, loan origination fees, closing costs, mortgage interest, subsidies, house-hunting trips, compensation for loss on the sale of property, telephone installation, vehicle tags, driver's licenses, etc.
- c. After an employee has relocated, the City will not reimburse the Contractor for any living expenses for that employee such as rents, meals, etc. The only exception will occur when the employee is required to travel on the City's behalf outside of Columbus, at which time temporary living guidelines will apply.
- d. The City will not reimburse the Contractor for the relocation of an employee to another city, or any other associated costs, after project completion, or contract or employee termination.

3. <u>Air Transportation</u>

- a. Reimbursable air transportation for out-of-state travel is to be provided by commercial airlines, coach seating, and is to be receipted. If possible, advantage should be taken of special rates or discounts and flights should be scheduled as far in advance as possible.
- b. Transferable premiums or discounts with cash value, if any, are to become the property of the City.
- c. The traveler is personally liable for any charges assessed for unused travel reservations which are not released within the time limits specified, unless failure to cancel can be shown as unavoidable to the City's satisfaction
- d. Travel plans should be filed with the City of Columbus at least 24 hours in advance of travel, if possible. Plans should specify purpose of travel, personnel involved and deviations from above policy, if any. The City reserves the right to disallow any travel which is deems unnecessary for completion of the project. Exceptions to this policy will be considered on a case-by-case basis.
- 4. Lease/Purchase of Capital Equipment and Other Nonconsumable Items
- a. For purposes of this policy, a "capital" item shall be defined as an item costing more than \$50.00 and/or having a useful life of five (5) years or more.
- b. All contracts involving capital purchases will stipulate that ownership of all items purchased will be retained by the City.
- c. The Contractor will provide specifications for the rental, lease, or purchase of capital item(s) to the Contracting Agency, which will review them for reasonableness and appropriateness. The Contracting Agency will forward the specifications to the City's Purchasing Office, which will solicit bids, and provide to the Contractor all bids which meet the approved specifications. The Contractor will then rent/lease/purchase the item(s) from the lowest bidder, unless the Contractor can provide to the Purchasing Office an acceptable justification for obtaining the item(s) from another of the bidders. Any deviation from this procedure must receive prior written approval from the Purchasing Office and the Contracting Agency; otherwise, the City reserves the right to disallow reimbursement for capital items.

- d. All data processing equipment will receive approval from the City's Information Services Commission prior to purchase or lease.
- e. Before any vehicle or other major equipment items can be rented, leased or purchased, the Contractor will provide for the City adequate justification of need, including what employee(s) will have use of the equipment, and how long the equipment will be needed. The City reserves the right to determine whether rental, lease of purchase best suits the needs of the project and the City.
- f. Vehicles will only be provided for the project if other means of on-the-job transportation cannot be provided by the Contractor or the City. Whenever practical, the Contractor will be required to provide his own vehicles and will be reimbursed at the established City rate per mile for job-required mileage. Under no circumstances will the City provide vehicles or mileage reimbursement for Contractor employees' personal travel.
- g. The Contractor shall be required to maintain for the City a current detailed inventory of all items purchased with City funds. At the termination of a contract, the Contractor will be required to repair or replace any equipment prior to transfer to the City, normal wear and tear excepted.

5. Maintenance of Office Space

- a. The City will not consider any costs associated with the establishment of a place of business in Columbus, Ohio as reasonable expenses. The Contractor will be responsible for his own local office facilities, including rent, office furnishings, and other costs not directly related to the City's project.
- b. The City will reimburse for the reasonable costs of maintaining a project management office at the project site. Furnishings will be purchased as previously outlined.

6. Miscellaneous Items

- a. The City reserves the right to question any item submitted for payment and may reduce, modify or refuse to pay any item which is unreasonable or incompatible with reimbursement policies.
 - b. The City will not reimburse for the following:

- coffee service/bottled water
- fines and penalties
- first class airfare
- entertainment expenses including movies
- alcoholic beverages
- barber/hairstylist, manicures, massages, etc.
- clothing
- gifts, gratuities and favors for City employees
- donations
- damaged personal possessions
- losses due to the theft during travel
- This list in not all-inclusive, but represents a sample of the type of items that will not be reimbursed by the City of Columbus.