Northeast Ohio Regional Sewer District
Protecting Your Health and Environment

REQUEST FOR PROPOSAL

Avaya Phone System Maintenance Contract

November 5, 2010

This Request for Proposal (RFP) is being sent to authorized Avaya Business Partners to act as the service provider for the Avaya Phone System Maintenance Contract. **Proposals for providing these services will be received until the close of business (5:00 p.m.) on Thursday November 18, 2010.** Late submittals **will not** be considered. Proposals are to be delivered to:

Humberto Sanchez, Director of Information Technology
Northeast Ohio Regional Sewer District
3900 Euclid Avenue
Cleveland, OH 44115-2504

Attn: Scott Horvath,
Manager of IT Infrastructure

A pre-proposal meeting will be held on Wednesday November 10, 2010 at 1:00 p.m. in the Public Meeting Room at the NEORSD GJM Building, 3900 Euclid Ave, Cleveland, Ohio. Questions regarding this RFP shall be directed to Shelli Tolley at the pre-proposal meeting or at other times by calling (216) 881-6600, ext. x6864 or at tolleys@neorsd.org.

The District will attempt to respond to e-mail within one (1) business day. Questions and responses deemed to be of general interest will be distributed to all consultants.

The RFP is organized as follows:

SECTION I. INTRODUCTION
SECTION II. SCOPE OF WORK
SECTION III. TRANSFER OF RECORDS
SECTION IV. SCHEDULE
SECTION V. DISTRICT RESPONSIBILITY
SECTION VI. PROPOSAL FORMAT AND REQUIRED INFORMATION
SECTION VII. EVALUATION OF PROPOSALS
SECTION VIII. SELECTION PROCESS

Throughout this document the "District" refers to the Northeast Ohio Regional Sewer District, and the "Service Provider" refers to the firm submitting a proposal for this RFP.

Figures and Attachments

The following figures and attachments are included in this RFP.

Attachment A	NEORSD Equal Employment Opportunity Form
Attachment B	Task Cost Summary Form
Attachment C	NEORSD Standard Clauses for Professional Services Agreements

Appendices

The appendices are provided for information purposes.

Appendix A	Phone System Equipment List
Appendix B	Preventative Maintenance / Inventory Form

SECTION I - INTRODUCTION

Contract Overview

This request for proposal (RFP) is being sent to authorized Avaya business partners that can provide maintenance and support services on all District Avaya phone system equipment, and provide consulting and installation for any enhancements to the District phone systems during the term of the contract.

The objectives of this contract include the following:

- Maintain all phone system equipment across the five District locations in optimal working order
- Provide readily available phone system expertise

Business Overview

The Northeast Ohio Regional Sewer District is a political subdivision of the State of Ohio created and operating under Chapter 6119 of the Ohio Revised Code. Originally named Cleveland Regional Sewer District, it was created in 1972 to assume ownership, operation and management of wastewater collection, treatment and disposal facilities serving the member communities in the Cleveland metropolitan area.

District Administration is located at 3900 Euclid Avenue, Cleveland, Ohio 44115. This location also includes the Engineering & Construction, Operations & Maintenance Administration, Employee Resources, Finance, Law and Information Technology Departments.

In addition to the District Administration Building, the District owns and operates an Environmental and Maintenance Services Center (EMSC) and the following three wastewater treatment facilities:

- Westerly Wastewater Treatment Plant, located at 5800 West Memorial Shoreway, Cleveland, 44102 (near Edgewater State Park);
- Southerly Wastewater Treatment Center, located at 6000 Canal Road, Cuyahoga Heights, 44125 (near the Interstate 77/Interstate 480 intersection); and
- Easterly Wastewater Treatment Plant, located at 14021 Lakeshore Boulevard, Cleveland, 44110 (near the Cleveland/Bratenahl border)

The Environmental and Maintenance Services Center (EMSC), located at 4747 East 49th Street, Cuyahoga Heights 44125 (north of the Southerly Wastewater Treatment Center) houses the Sewer System Maintenance & Operations Department, the Water Quality & Industrial Surveillance Department, Analytical Services, and Fleet Services.

Additional information about the District, its history and operations is available at the District's Internet site at http://www.neorsd.org

SECTION II - SCOPE OF WORK

This RFP includes the following tasks:

Task A – Contract Management
Task B – Preventive Maintenance / Equipment Inventory
Task C – General Maintenance and Support
Task D – Professional Services

The Service Provider shall provide details as to the method of accomplishing the Scope of Work for each of the tasks noted. The Service Provider's proposal shall address all of the objectives for each task as outlined in the Scope of Work. Alternatives and additional goals to the defined Scope of Work (e.g. task additions) and its cost must be submitted as an appendix to the main proposal.

Task A – Contract Management

This task is intended to provide effective management of the contract.

Communications

The Service Provider shall develop a communications protocol between the Service Provider and the District staff assigned to this project. This protocol shall include verbal and written communications, including meetings, presentations and communications between the Service Provider, subcontractors and other District staff.

Schedule

The Service Provider shall develop and maintain the contract schedule, including the preventative maintenance schedule, scheduled maintenance, repairs, etc. The master schedule shall be regularly updated and forwarded to the District.

Staffing

The Service Provider and any subcontractors shall maintain the contract staff as recommended in the proposal. Any changes in contract staffing shall be communicated to the contract manager in advance, and they shall maintain an equivalent level of expertise as with the originally proposed staff.

Billing

The Service Provider shall prepare and promptly submit monthly master invoices for the contract. The Service Provider is responsible for payment to all subcontractors. The Service Provider is responsible for assuring and certifying that invoices are correct.

All invoices must be submitted within one (1) month of the effort being billed unless the District authorizes an extension. All invoices must be submitted to the following:

Northeast Ohio Regional Sewer District
Accounts Payable
3900 Euclid Avenue
Cleveland, Ohio 44115

The Service Provider and the contract manager shall be responsible for identifying and addressing potential contract budget, management and schedule issues. If District action is required, the Service Provider shall recommend a suggested course of action.

Questions regarding invoicing procedures may be addressed to Shelli Tolley at (216) 881-6600 x6864, or at tolleys@neorsd.org

Cost Management

Any additional work proposed by the Service Provider must be first presented in writing to the District for consideration and approval.

Documentation

Prior to payment of the final invoice, the Service Provider shall deliver to the District all plans, sketches, drawings, documents, reports, and memoranda related to the contract.

Task B - Preventive Maintenance / Equipment Inventory

This task is intended to complete preventative maintenance (PM) on all phone system equipment and licenses at each of the five District locations three times within the term of the contract. This is also intended as an equipment inventory. This information is important in planning upgrades and understanding the overall status of phone system equipment and service around the District.

Preventative maintenance will include at a minimum checking all functions of each component within the system. The operation of the system as a whole will be verified. This includes minor adjustments as necessary. If major adjustments are required, the Service Provider will schedule required downtime with the District.

PMs will be scheduled in advance and agreed to by the District and the Service Provider. The District will notify security staff when the Service Provider will be onsite. The District will ensure that all areas and rooms are made available for the technician(s) and that all computer and video input sources are present.

All equipment and systems must be operational at the completion of the PM. The PMs will be performed Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.

The Service Provider will provide a PM Report for each site documenting all services performed, the status or health of each component, and any recommendations for equipment replacement or additional maintenance. See **Appendix B - Preventative Maintenance / Inventory Form** for required report format. The PM Report is due 14 business days after the scheduled PM.

Deliverables:

- Completed phone system Preventative Maintenance / Inventory Form for each of the five District sites three times with the term of the contract.

Task C – General Maintenance and Support

The intent of this task is to provide maintenance and support throughout the term of the contract for the phone system equipment at all locations.

The Service Provider shall provide maintenance, support, and equipment coverage for the District's Avaya S8700 and Definity phone systems (including phone sets and UPS) and Audix voicemail. **Appendix A – Phone System Equipment List** includes a best effort inventory of the current phone system equipment and licenses at all District sites.

All work performed by the Service Provider, will be initiated by a work order from the District's IT Department. The work order number will act as the reference number for all correspondence with the Service Provider regarding the work to be performed. District final approval will constitute the work as being completed.

Support

The Service Provider shall provide the following support:

Telephone and Onsite Support

- Available 7am to 9pm, 7-days per week
- One hour response to assist or correct the problem or issue over the phone. If required, be onsite within four hours of initial call
- Inquiries for non-technical or general information will be fulfilled within one business day
- Repeat calls regarding similar problems will be evaluated by the Service Provider to determine if additional hardware/services are required to bring the systems up to reasonable specifications. The District may then choose to purchase additional hardware/services, or pursue other course of action as mutually agreed upon

Emergency Response

- The Service Provider shall be onsite within one hour to resolve problems or issues that are deemed emergency
- Replacement equipment or parts required in an emergency response will be provided through this contract as part of a contingency of the contract. The Service Provider will be asked to quote and then acquire the needed parts.

Maintenance

The Service Provider shall provide equipment replacement for any failed system component.

Maintenance and repair of failed equipment will be accomplished as much as possible on site. In the event that a component must be removed from the system, the Service Provider will provide a temporary replacement of equal functionality.

The Service Provider and the District will discuss and negotiate repairs due to:

- Any system misuse or abuse or improper connections made by the District as determined by the Service Provider and agreed to by the District
- Acts of nature or damages due to fire or water

System Additions
All existing equipment and functionality will be covered as is throughout the length of the contract. The District may, as needed, add additional equipment and functionality or replace components in the system. These items may be purchased separately from the contract using the District's standard purchasing process. The Service Provider as an advocate for the District will review any designs or implementation plans regarding any changes prior to installation. The District expects any such changes to be appended to the current contract and supported by the Service Provider at no additional cost for the remaining term of the contract. However, major upgrades, additions, and changes in functionality will be negotiated with the Service Provider to provide support for the remaining term of the contract.

The District is planning a major upgrade to the phone system for mid-2011, which includes VoIP handsets.

Deliverables:
- Maintenance and Support as indicated in this task

Task D – Professional Services

The intent of this task is to provide professional services for consulting, new equipment installation, and programming, which are services considered outside the scope of maintenance and support. Using the same work order process for Task C, the District will request these services from the Service Provider. The Service Provider shall provide a quote for the request based on the rates submitted in the proposal for this task.

For this task, the Service Provider shall submit a rate quote for the services described below. The following are the types of professional services the District may use throughout the contract include:

Consulting
The District may seek advice, direction or design on phone system hardware, software or configuration. Examples include:

- Need a teleconferencing solution for a training room, including components, part numbers and estimated cost

Equipment Installation
The District may separately purchase phone system equipment and will require it to be professionally installed and configured. Examples include:

- Phones for a new building were purchased as part of the contract. This equipment needs to be installed.

Programming / System Configuration
The District may require modifications to existing configuration in the phone switch. Examples include:

- Major re-configuration of coverage paths

Deliverables:

- Completion of approved requests for professional services

SECTION III – TRANSFER OF RECORDS

All records generated during this contract shall be the property of the District and shall be turned over to the District upon completion or as directed, including but not limited to data collected, reports, data files, meeting notes, etc.

SECTION IV - SCHEDULE

Contract Schedule

This contract is for one year. A detailed schedule for the RFP evaluation and selection process is as follows:

• Issue RFP to Service Provider Short-List	November 5, 2010
• Pre-Proposal Meeting	November 10, 2010 at 1pm
• Service Provider Proposals Due	November 18, 2010 by 5pm
• Service Provider Selection	November 26, 2010
• Service Provider Contract Award (Meeting of the Board of Trustees)	December 16, 2010
• Perform Scope of Work	January 1, 2011 to December 31, 2011

SECTION V – DISTRICT RESPONSIBILITY

The District has provided several documents for the Service Provider's use in preparing proposals. Any other readily available documents may be examined by making an appointment with Shelli Tolley at (216) 881-6600 x6864 or at tolleys@neorsd.org.

The District shall, at the Service Provider's request, provide any information and material on file that is pertinent to the completion of the contract. This may include reports and other documentation or other pertinent information that is not already included in the RFP Appendix.

The District shall not be responsible for any costs incurred in relation to the preparation of the proposals. The District reserves the right to reject all proposals.

SECTION VI - PROPOSAL FORMAT AND REQUIRED INFORMATION

Each Service Provider shall submit one (1) printed original proposal labeled "MASTER COPY" and two (2) additional copies, and submit one (1) copy on CD-ROM in Microsoft Word or Adobe Acrobat file format.

Cover Letter (1 page)

Executive Summary (2 pages or less)

Section 1 - Company History (2 pages or less)

Section 2 – Anticipated Approach to the Contract (8 pages or less)

Discuss the anticipated approach to the contract. ***Section II - Scope of Work*** contains a number of requests for items to be discussed in the proposal. In addition, the District invites alternatives to any approaches embodied in the Scope of Work. Any proposed alternatives shall be clearly identified in the proposal.

In developing the level of effort (hours by tasks), the Scope of Work as provided herein shall be assumed as the base proposal. For each alternative task proposed, a total level of effort for the proposed alternative shall be separately identified and an appropriate deduction or addition of task hours shall be included.

The Service Provider shall also discuss expected challenges during the contract and potential approaches to these challenges. This part of the proposal will be used to evaluate the extent to which the Service Provider understands the contract, its magnitude and its complexity.

This is a one year contract.

Section 3 – Service Provider Qualifications (3 pages or less)

A statement of the Service Provider's qualifications, including a list of three (3) of the most recent similar contracts completed. The following information shall be included for each project:

- Start and end dates of the contract;
- Service Provider's role in the contract, and similarities with this District contract
- Reference contact information including name, address, phone number and email address

Section 4 – Service Provider Personnel and Time Commitment (4 pages or less)

Include the resumes or skills overview of key staff members and/or sub consultants proposed to work in the contract. The District fully expects that personnel included in the

proposal will be assigned to the contract. Any personnel added to the contract or changes of personnel in significant roles shall be subject to advance approval by the District.

Describe the availability and commitment of resources for this contract.

Section 5– Required Forms and Statements (4 pages or less)

A completed District Equal Employment Opportunity form. A blank form is included in this RFP in Attachment A.

A statement indicating that the Service Provider has examined the available information and agrees to acquire the additional information needed to perform all aspects of the work as outlined in this Request for Proposal.

Statements confirming that no personal or organizational conflicts of interest are known to exist between the District and the Service Provider and Sub consultants.

A statement confirming that all supplements have been received and reviewed by the Service Provider.

A statement confirming that **Attachment C - NEORSD Standard Clauses for Professional Services Agreements** was reviewed and any potential items for discussion are noted in the proposal.

Section 6 – Task/Hour/Cost Summary (3 pages or less)

Attachment B – Task Cost Summary Form shall be completed for each activity necessary to fulfill the terms of this RFP. An electronic file in Excel format of this proposal form will be provided to each Service Provider.

The Service Provider shall break the contract down by the tasks identified in the Scope of Work (i.e. Task A, Task B, Task C, etc). The total of the hours for all tasks shall accurately reflect the total effort needed to perform the entire project as outlined in the RFP. Hours in all tasks shall be identified by labor category for each activity. All proposed subcontractors should also have completed proposal forms. The District will use all forms to assist in evaluation of the proposals.

The District reserves the right to request additional task / hour / cost information. A prompt response of one (1) working day shall be adhered to in these requests.

SECTION VII - EVALUATION OF PROPOSALS

Proposals submitted to the District for this project shall be evaluated by the selection committee utilizing the following criteria.

Pass/Fail Screening Criteria

Proposals not in compliance with the following pass/fail criteria will not receive additional consideration:

1. Completion of the Equal Employment Opportunity form (Attachment A)
2. Avoidance of personal and organizational conflicts of interest as prohibited by State and local law.

Proposals that comply with the above will be scored based upon the criteria presented below.

Scoring Criterion I - Method of accomplishing the Scope of Work
(25% of the total score)

Scoring will be based on consideration of the following:

1. Proposed approach to the work effort
2. Innovations, alternatives, and enhancements to the Scope of Work as presented in the proposal.
3. Unique capabilities with likely high-impact applicability to the contract.
4. Understanding of the appropriate levels of effort (hours) for various task areas. This evaluation will be based upon the estimated hours of effort for task areas as presented in the proposal.
5. Appropriate contract financial and management controls to include the following:
    - Level of effort tracking
    - Quality assurance
    - Contract financial controls and invoicing

Scoring Criterion II - Experience and past performance of the Service Provider on similar projects
(25% of the total score)

This score will be based on:

1. The Service Provider's experience in executing contracts of similar nature and complexity.
2. The ability of the Service Provider to draw upon this experience to benefit the contract.
3. The Service Provider’s history of innovations and performance in applicable tasks.

Scoring Criterion III - Experience, qualifications, and commitment of personnel
(20% of total score.)

Scoring will be based on consideration of the following:

1. The experience of proposed personnel.
2. The ability of the Service Provider to provide appropriate back-up personnel for key positions.
3. The degree to which the personnel and the contract team bring experience in the full range of skills needed to accomplish the Scope of Work.
4. The specific commitments made in the proposal for staffing key positions

Scoring Criterion IV- Cost
(25% of the total score)

Scoring will be based on consideration of the following:
1. Overall cost
2. Hourly rates
3. Approach to maintaining costs within or under budget

Scoring Criterion V - Written quality of the proposal
(5% of the total score)

Scoring will consider the responsiveness of the proposal to the requests and requirements of the RFP. Additionally, proposals are expected to be organized, concise and well written.

SECTION VIII - SELECTION PROCESS

Once all proposals have been received, the following steps will be followed to select the Service Provider:

1. Proposals will be reviewed by a selection committee. Additionally, a phone survey may be conducted to evaluate the past performance of the participating Service Providers on similar contracts. This survey will be limited to the contacts provided in the proposal as required in Section VI under Section 3 - Service Provider Qualifications.

2. Each member of the selection committee will rank the Service Providers based upon the predetermined selection criteria. The selection committee will then meet to conduct its formal selection process based upon the predetermined selection committee ranking.

3. The results of the selection process will be presented to Senior Staff and permission will be requested to conduct contract negotiations with the highest ranked Service Provider.

4. Negotiations will be conducted with the highest ranked Service Provider to agree upon a final Scope of Work and the fees for those services as proposed in the Master Copy Cost Proposal. The District intends to negotiate a not-to-exceed price for this contract. After the final Scope of Work and fees have been negotiated, the maximum not-to-exceed price of the contract shall not be increased without written authorization by the District. Upon satisfactory completion of the contract, the District shall retain all remaining unused funds.

5. Assuming successful negotiations, the selection committee will report to the Board of Trustees and will make a recommendation to enter into a contract based on the outcome of the negotiations. If negotiations cannot be concluded successfully, permission will be requested to negotiate with the next highest ranked Service Provider following the same procedure.

END OF RFP

ATTACHMENTS AND APPENDICES TO FOLLOW

Attachment A

NEORSD Equal Employment Opportunity Form

BIDDER'S EQUAL EMPLOYMENT OPPORTUNITY REPORT

ITEM BID:_____BID FILE NO. B-_____

_____

REPORTING STATUS:

☐ Prime Contractor ☐ Prime Subcontractor ☐ Supplier ☐ Other (Specify) _____

NAME, ADDRESS AND TELEPHONE OF BIDDER COVERED BY THIS REPORT:

_____

_____

SIGNATURE AND TITLE OF BIDDER'S AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY OFFICER:

_____

_____

_____

POLICY STATEMENT OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT

The Northeast Ohio Regional Sewer District obligates all parties with whom it contracts for public improvements, services and supplies, including professional services and requirement contracts, to adopt and maintain a policy of non-discrimination in employment, including both skilled and unskilled laborers. The Bidder also obligates itself to maintain only non-segregated facilities.

INSTRUCTION TO BIDDER:

This Report must be completed along with all other Bid Documents to provide a report of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, age, or national origin. Failure to submit this Report may cause your Bid to be considered incomplete and subject to rejection.

I. POLICIES and PRACTICES

The following information is a statement of the Bidder's policies regarding Equal Employment Opportunities, and its willingness to adopt such policies in the event they do not already exist.

A – This is now a practice of the Company.
B - The Company will adopt this policy.
C - The Company cannot or will not adopt this policy. (If 'C' is circled, state reason on separate sheet.)

CIRCLE ONE	ITEMS	STATE REASONS IF C IS CIRCLED
A B C	1. The Company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment.	
A B C	2. The Company will assign responsibility to one of its officials to develop procedures which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel. Official's Name: Title:	
A B C	3. The Company will state its non-discriminatory policy in writing and communicate it to the following: (a) All employees (c) All employee organizations including labor unions (b) All recruitment sources (d) All subcontractors	
A B C	4. The Company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	5. The Company will sponsor or finance educational or training programs for the benefit of employees or prospective employees without regard to race, religion, color, sex, age or national origin.	
A B C	6. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applicants might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	7. The Company will take steps to bring diversity to any positions, departments, or plant locations which have no minority persons or are almost completely staffed with one group.	
A B	8. Answer only if you are a "Construction Contractor": In order to achieve an integrated workforce, the Company will	

C	seek to employ minority workers in each trade and/or implement an affirmative action program.	
A B C	9. The Company will review its qualifications for each job to determine whether such standards eliminate persons who could, if hired, perform the duties of the job adequately. The following qualifications will be reviewed: (a) education (b) experience (c) tests (d) arrest records	
A B C	10. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	11. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

II. EMPLOYMENT DATA

Please note that these data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in. If you have filed a standard Form 100 (EEO-1) with any Federal agency within the last six (6) months, you may submit a copy thereof in lieu of completing this chart.

OCCUPATIONAL CATEGORIES													
		OFFICIALS, MANAGERS & SUPERVISORS	PROFESSIONALS	TECHNICIANS	SALES WORKERS	OFFICE AND CLERICAL	CRAFTS MEN (SKILLED)	OPERATIVES (SEMI-SKILLED)	LABORERS (UNSKILLED)	SERVICE WORKERS	APPRENTICES	OTHER*	TOTAL
ALL EMPLOYEES		MALE AND FEMALE											
		MALE											
		FEMALE											
MINORITY GROUP	MALE	BLACK											
		ASIAN											
		NATIVE AMERICAN											
		HISPANIC											
	FEMALE	BLACK											
		ASIAN											
		NATIVE AMERICAN											
		HISPANIC											

III. ADDITIONAL INFORMATION (OPTIONAL)

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, religion, color sex, or national origin. Use separate sheet if additional space is needed.

STATE OF _____

_____COUNTY } SS AFFIDAVIT

The undersigned affirms that the Bidder is in compliance with all Federal and State requirements with regard to non-discrimination in its employment practices and furthermore affirms that the undersigned is legally authorized by the Bidder to make the statements and representations contained in this Bidder's Equal Employment Opportunity Report, and that they are true and correct to the best of the knowledge and belief of the Bidder and the undersigned.

FIRM OR CORPORATE NAME _____ DATE _____

AUTHORIZED SIGNATURE _____ TITLE _____

NAME (Type or Print) _____

SWORN TO BEFORE ME AND SUBSCRIBED in my presence this _____ day of

_____, 20___.

_____

Notary Public
My commission expires_____, 20___.

Attachment B

Task/Hour/Cost Summary Form

Cost Summary

Task	Total Hours	Total Cost
A		
B		
C		
Totals		

Task D		Hourly Rate
Consulting		
Installation		
Programming		

Task A

Job Category	Hourly Rate	Total Hours	Total Cost
Contract Manager			
(Add additional categories)			
Totals			

Task B

Job Category	Hourly Rate	Total Hours	Total Cost
Contract Manager			
Field Technician			
Installer			
(Add additional categories)			
Totals			

Task C

Job Category	Hourly Rate	Total Hours	Total Cost
Contract Manager			
Field Technician			
Installer			
(Add additional categories)			
Totals			

Attachment C

NEORSD Standard Clauses for Professional Services Agreements

SERVICES AGREEMENT

By and Between

THE NORTHEAST OHIO REGIONAL SEWER DISTRICT

And

[CONSULTANT]

This Professional Services Agreement (the "Agreement") is made as of this **[_____]** day of **[_____], [____],** by and between the Northeast Ohio Regional Sewer District (the "District"), a regional sewer district organized and existing as a political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, and **[CONSULTANT]** a **[State]** corporation with principal offices at **[address]** ("Consultant"), by authority of the Board of Trustees Resolution No. **[_____]** adopted by the Board of Trustees on **[date]**, a copy of which is attached hereto and made part hereof as Exhibit "A".

WITNESSETH:

WHEREAS, the District has determined the need to **[very brief description of desired deliverable]**; and

WHEREAS, it is necessary to supplement District staff effort with outside professional services; and

WHEREAS, Consultant has proposed to provide professional services to develop the above-mentioned **[deliverable]**; and

WHEREAS, the District has determined Consultant to be qualified, competent and the best candidate to provide such professional services; and

WHEREAS, the District finds the Consultant's proposal to be generally acceptable, and is desirous of engaging Consultant to furnish such professional services;

WHEREAS, the Project is defined in the Request for Proposal published by the District, herein attached as Exhibit "B", together with Consultant's Proposal dated **[_____]**, herein attached as Exhibit "C".

NOW, THEREFORE, it is agreed that the District shall and does hereby engage Consultant to perform the work as herein specified; and that for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties as follows:

Section 1 SCOPE OF SERVICES

1.1. Consultant does hereby agree to provide the professional services to execute the Project.

1.2. The Project Deliverables shall be determined by Exhibits "B" and "C" and the terms of this Agreement. In the case of conflicts between Exhibits "B" and "C", Exhibit "B", the Request For Proposal published by the District, shall prevail.

1.3. Any changes to the Project Deliverables shall be made by written agreement of the parties.

Section 2 RELATIONSHIP

2.1. The District shall be the decision-maker over final approval of each deliverable. The District may condition approval of any part of the Project upon verification by performance testing that deliverables meet the specifications set forth in Exhibits "B" and "C".

2.2. Consultant shall be the decision-maker over the strategy and techniques to manage the Project. Consultant shall be responsible for the management of the Project and timely delivery of the Project deliverables. The District reserves the right to review and approve all strategies, methodologies and approaches prior to their execution.

Section 3 TERM OF AGREEMENT

3.1. This Agreement shall commence on the day and year first above written and shall continue until all Project Deliverables have been completed by Consultant and accepted by the District, not to exceed a period of **[_____]** from the beginning date of this Agreement.

Section 4 REPRESENTATIVES

4.1. Consultant shall designate and authorize **[_____],** who is an employee of Consultant, or his/her successor, to act as its agent for all purposes under this Agreement, who shall be reasonably available during the regular business hours of 8:00 a.m. to 5:00

p.m. to the District for the purpose of notification and consultation, and who shall be designated as the Project Manager having overall responsibility for all phases of Consultant's participation in the Project, and who shall have authority to bind the Consultant in accordance with this Agreement.

4.2. For the purpose of this Agreement, the agent for the District and liaison with respect to the matters contained herein shall be the District's EIS Manager, Ana Maldonado, or her successor, who has the authority to bind the District in accordance with this Agreement.

4.3. Consultant shall furnish to the District a list of Consultant's personnel to be assigned to the Project and, upon request, information as to the qualifications of those personnel. Consultant shall update the list to reflect changes in personnel assigned to the Project at the time of such changes.

Section 5 CONSULTING RESOURCES AND EXPERTISE

5.1. Consultant shall provide the consulting resources and expertise to deliver the Project as documented in Exhibits "B" and "C".

5.2. For the duration of the Project, Consultant shall provide reports to the District regarding the status and milestones of the Project as set forth in Exhibit "B" on a regularly scheduled basis and in a format approved by the District.

Section 6 PROJECT DELIVERABLES

6.3. Consultant unconditionally warrants that all Project Deliverables shall meet the specifications set forth in Exhibits "B" and "C".

6.4. Consultant unconditionally warrants that all Project Deliverables shall be free of any and all date-sensitivity problems, including without limitation sensitivity to the passage from any one year to the next**.**

6.5. Consultant unconditionally warrants the integrity of data, accuracy of reports, and compatibility of interfaces of any software provided hereunder with existing District systems and applications.

Section 7 LOCALLY PERFORMED WORK

7.1. As used in this Agreement, the term "Locally Performed Work" shall mean the amount of Direct Labor that is subject to local income tax in a member

community of the District as the result of Consultant having performed work in such community. Pursuant to this Agreement, not less than **[____}** percent (XX%) of the total Direct Labor shall be Locally Performed Work.

7.2. Consultant shall withhold local income taxes for work performed by each of its employees in District member communities, at the rate applicable in such communities. Consultant shall also maintain books, records, documents and/or other pertinent evidence which demonstrates that the local income taxes were withheld and forwarded to the local tax collection agencies. The District shall have access to such books, records, documents and pertinent evidence, for the purpose of inspection, audit and copying during regular business hours. Consultant, upon request, shall provide any and all authorizations, releases, or other documentation necessary to enable the District to verify with the appropriate local tax collection agencies the amount of local income tax withheld and paid to such agencies by Consultant for each employee that performed work under this contract.

7.3. Consultant shall report and certify the amount of Locally Performed Work on each monthly invoice.

7.4. The following is the recommended reporting format and certification statement:

Direct Labor Summary (Including all subconsultants)			
	Total Direct Labor	Direct Labor Taxed Locally	Percentage of Direct Labor Taxed Locally
Contract Amount	100,000	60,000	60%
Previously Invoiced	$30,000	$20,000	67%
This Invoice	$30,000	$25,000	83%
Total To-Date	$60,000	$45,000	75%
Balance	$40,000	$15,000	38%

I hereby certify, to the best of my knowledge and belief, that the data summarized above is complete, current and accurate.

Name: _____

Title: _____ Date:_____

Note: This certification statement must by signed by Consultant's Controller, Vice President of Finance, or other financial/accounting officer acceptable to the District.

Section 8 OWNERSHIP OF INTELLECTUAL PROPERTY

8.1. Software code and related documentation and materials developed solely for the District at the District's sole cost and expense pursuant to the Project (the 'Work Product') shall be governed by the terms of this Agreement. The District shall be entitled to use the Work Product without any usage restriction or other limitation. All intellectual property rights in the Work Product (including source and object code and related documentation, if applicable) developed by Consultant for the Project shall, upon payment of all amounts due Consultant, be solely the property of the District. Upon payment and request of the District, Consultant shall assign ownership of all patents and copyright registrations and other evidence of intellectual property rights that may be available for such Work Product.

8.2. Anything to the contrary in the preceding section notwithstanding, Consultant shall, at all times and for all purposes have all right, title, interest in, retain sole and exclusive ownership and control of, and be entitled to continue to use in its business and in all other engagements without limitation, all concepts, ideas, techniques, processes and methodologies however structured or conceived relating to the services performed hereunder, as well as all information technology and processing related thereto, whether initially developed by Consultant prior to the Project or developed in the course of delivering or performing the Project ("Consultant's Proprietary Methodologies"). Consultant's Proprietary Methodologies shall not constitute "work made for hire" as that term is defined in Section 101 of the Copyright Act.

Section 9 COMPENSATION

9.1. In consideration of Consultant's performance of the Services, the District

agrees to pay and Consultant will accept an amount not to exceed **[_____].** This amount shall include all Direct Costs, Indirect Costs, Other Direct Costs, Reimbursable Expenses, Subconsultant Costs and Profit. This total amount of compensation includes **[_____]** Dollars ($XX,XXX) in project allowances and will only be paid if the allowance work has been authorized by the agent and liaison of the District pursuant to Section 18.2

9.2. All funds remaining in the contract at the completion of the Services and deliverables described in Exhibits "B" and "C" will be retained by the District.

9.3. Cost listings and job classifications for this Agreement which show the ranges of the direct labor cost for the various categories of personnel are as appear in Exhibit "C".

9.4. No overtime will be incurred by any class of labor without the written authorization of the District. Authorized overtime will be billed and paid at straight time rates by the District.

Section 10 COMPENSATION PROCEDURES

10.1. Consultant shall submit monthly invoices to the District for the services performed during the invoice period. Each invoice shall show the name of the Project and the hours utilized in the invoice period by employee times their applicable rate to obtain invoice period billing. In addition, the invoice shall display cumulative previous billing to determine project-to-date billing total. This total shall be subtracted from the total specified in Section 9.1 above to determine the remaining Project balance. Out-of-pocket expenses shall also be included in the invoices and itemized as such.

10.2. Consultant shall fully document all charges for travel, lodging, meals, subcontractor expenses, computer charges, equipment rental, material purchases, reproduction costs, printing costs and communication expenses. It is District policy that paid receipts constitute adequate documentation. Meals, travel and lodging expenses shall be paid only to those persons authorized to incur such costs when on assignment away from their home office county. Meal expenses shall exclude tips and gratuities.

Payment for lodging and meal expenses may not exceed the maximum per diem rates in effect at the time of travel as prescribed for the Cleveland, Ohio locality as set forth in 48 CFR Part 31.205.46. The current prescribed per diem maximums are $85.00

for lodging and $42.00 for meals and incidental expenses. Mileage charges, when authorized, shall be at the current corporate rate but in no event to exceed thirty-four and a half cents ($0.345) per mile. The charge for any field vehicle shall be at the lowest available rental price exclusive of all incidental charges including gasoline and shall be subject to the prior approval of the District.

10.3. Out-of-pocket expenses shall be billed by Consultant at actual cost and with no mark-up for handling.

10.4. All accounting and financial matters relating hereto shall be processed by the Director of Finance of the Northeast Ohio Regional Sewer District. Payments shall be made by the District on the invoices within thirty (30) days of receipt.

Section 11 INSURANCE

11.1. Consultant shall take out and maintain during the life of this Agreement such public liability and property damage insurance, wherein the District is named as an additional insured, as shall protect itself and the District from claims for property damages which may arise from services hereunder, whether such services be by itself or by anyone directly or indirectly employed by either of them. A certificate evidencing such policy or policies shall be deposited with the District before the commencement of any work under this Agreement. Consultant shall update the copy as may be required. The District reserves the right to refuse insurance written by any unacceptable company. The amount of such insurance shall be as follows:

Public Liability Insurance and Automobile Liability Insurance in an amount not less than $500,000 for injuries, including accidental death to any one person and subject to the same limit for each person, in an amount not less than $1,000,000 on account of one occurrence involving injury to more than one person, and property damage insurance in an amount not less than $200,000 in any occurrence.

In addition to the above, the following shall be included during the term of this Agreement by rider or riders to the policy or policies above required or any separate policies of insurance in amounts as follows:

a. Public liability insurance to cover each automobile, truck or other vehicle used in the performance of the Agreement in an amount

not less than $500,000 on account of injury or death of one person and not less than $1,000,000 on account of injury or death of two or more persons.

b. Property damage liability insurance to cover each automobile, truck or other vehicle used in the performance of this Agreement in an amount not less that $200,000 in any occurrence.

11.2. Consultant shall purchase and maintain insurance to protect itself from claims arising out of the performance of the Services caused by any errors, omissions or negligent acts for which it may be legally liable. A properly certified copy of such policy or policies shall be deposited with the District before commencement of any work under this Agreement. Consultant shall update the copy as may be required. The District reserves the right to refuse insurance written by an unacceptable company. The amount of such insurance shall be in the aggregate not less than One Million Dollars ($1,000,000).

11.3. All insurance policies shall contain the following special provision: "The Company [meaning the insurance company] agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the agreement involved, written notice will be mailed by Certified Mail to the General Counsel of the District."

Section 12 INDEMNIFICATION

12.1. Consultant shall indemnify, keep and save harmless the District and its respective Trustees, officers, agents and employees against all suits or meritorious claims that may be based upon any injury to persons or property that may arise out of tortious conduct of Consultant's employees or agents occurring during the performance of the Project, and Consultant shall at its own expense defend the District in all litigation, pay all attorney fees, damages, court costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the District or any of its Trustees, officers, agents or employees.

12.2. Consultant shall indemnify, keep and save harmless the District and its respective Trustees, officers, agents and employees against all suits or meritorious claims that may be based upon any failure of the Project Deliverables to perform as warranted herein. Consultant shall at its own expense defend the District in all litigation or administrative proceeding, pay all attorney fees, damages, court costs and other expenses arising out of the litigation or claim or incurred in connection therewith. Consultant shall at its own expense, satisfy and cause to be discharged such charges, fines, penalties or judgments as may be obtained against the District or any of its Trustees, officers, agents or employees.

Section 13 WORKERS' COMPENSATION COVERAGE

13.1. Consultant shall at all times during the term of this Agreement subscribe to and comply with Workers' Compensation Laws of the State of Ohio. Consultant shall pay such premiums as may be required thereunder and shall save the District harmless from any and all liability arising from under said Act. Consultant shall furnish a copy of the official Certificate of receipt showing the payment hereinbefore referred to, if such payment is required.

Section 14 INDEPENDENT CONTRACTOR

14.1. 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 payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any State or Federal law 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 Consultant agrees to indemnify and save harmless the District from any such contributions or taxes or liability therefor.

Section 15 EQUAL EMPLOYMENT OPPORTUNITY

15.1. Consultant agrees to adopt and maintain a policy of non-discrimination in

employment. It further agrees that it will comply with all applicable Federal and State laws with regard to Equal Employment Opportunity and Fair Employment Practices, and with the District's Equal Employment Opportunity Policy, Guidelines and Procedures.

15.2. Consultant agrees to provide the District's Equal Employment Opportunity Administrator with information regarding its employment practices, in such forms as the Equal Employment Opportunity Administrator may prescribe; and that compliance with such requests is a condition of this Agreement. A copy of Consultant's Equal Employment Opportunity Report in included as part of Exhibit "D".

15.3. Consultant acknowledges the non-discrimination requirements of Executive Order 11246, and agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

Section 16 SUBCONTRACTORS

16.1. Since this Agreement is made pursuant to the proposal submitted by Consultant and in reliance upon Consultant's qualifications and responsibility, Consultant shall not assign, sublet or transfer its interest in this Agreement nor shall any subcontractor commence performance of any portion part of the work included in this Agreement without prior written consent of the District. In making the application for subletting any portion of the work, Consultant shall state in writing the portion of the work which each subcontractor is to do or the material which it is to furnish, the subcontractor's place of business, and such other information as may be required by the District. Subletting, if permitted, shall not relieve Consultant of any of its obligations under this Agreement.

16.2. All subcontractors for work covered by this Agreement must conform to the requirements of this Agreement. Prior to approval of any subcontract, Consultant shall submit with the request for approval an Equal Employment Opportunity Report executed by the subcontractor.

Section 17 NON-SOLICITATION OF STAFF

17.1. Consultant and the District agree that they will not, during the period of this Agreement and for a period of one year following the end of this Agreement, solicit for employment the staff of the other party without the advance written permission of the

other party.

Section 18 AUTHORIZATION TO PROCEED

18.1. Consultant will be authorized to begin the work described herein immediately upon receipt of Notice to Proceed from the District.

18.2. Any work to be performed that is classified herein as an allowance must be authorized separately by the District prior to Consultant or any Subconsultants commencing such work.

Section 19 CONSTRUCTION

19.1. All terms and words used in this Agreement, regardless of the number and gender on which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, 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 had been fully and properly written in the number and gender. Consultant agrees that no representations or warranties of any type shall be binding upon the District, unless expressly authorized in writing herein. In the case of any conflict between the Consultant Proposal (Exhibit "C") and this Agreement, the provisions of this Agreement shall govern. The headings of sections and paragraphs, to the extent used herein are used for reference only, and in no way define, limit or transcribe the scope or intent of any provision hereof. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered in any number of counterparts shall be deemed an original but such counterparts together shall constitute but one and the same instrument.

19.2. If any portion of this Agreement is held to be ineffective, unenforceable or illegal for any reason, the remaining provisions shall not be affected and shall remain in full force and effect.

Section 20 CONFIDENTIALITY

20.1. All data, information and deliverables produced during the performance of the Project, including strategies, methods, documentation and other information of all types, oral, written and electronic, shall be held in the strictest confidence by the District and Consultant mutually until any of the following occurs:

a. Written permission to disclose specific information is granted. Such disclosure then shall be limited to only that information so stated in the written permission.

b. The information becomes public domain information such that there is no proprietary quality or confidentiality issues pertaining to its use.

Section 21 ASSIGNMENT OF AGREEMENT

21.1. The District and Consultant bind themselves and their successors, administrators and assigns to the other party of this Agreement and to the successors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as stated above, neither the District nor Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other, which consent shall not be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Section 22 GOVERNING LAW

22.1. The validity and effect of this Agreement shall be determined in accordance with the laws of the State of Ohio, and if any disputes cannot be settled by negotiation, then they shall be decided at law.

Section 23 NOTICES

23.1. All notices shall be in writing and shall be distributed from one party to the other by US Mail or any commercial mail or delivery services or hand delivered. All notices shall be made at the principal offices of the other per the following:

Northeast Ohio Regional Sewer District	**[___Consultant__]**
Attn: Ana Maldonado	**[___Project Manager__]**
3826 Euclid Avenue	**[___Consultant Address__]**
Cleveland, Ohio 44115-2504	**[___Consultant Address__]**
FAX 216-881-6603	**[___Consultant Fax__]**

Section 24 FORCE MAJEURE

24.1. Neither Consultant nor the District shall be responsible to the other in all or in part for any stoppage of work or delays in deliverables caused by acts of God, fire, flood, other natural disasters, strikes, labor disputes, accidents, acts of war, or public

enemy. Date sensitivity of hardware or software, including without limitation sensitivity to the passage from any one year to the next, shall not be subject to this Section.

Section 25 EXHIBITS

25.1. It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein.

25.2. The following Exhibits attached hereto are hereby incorporated with and made part of this Agreement:

a. Exhibit "A" – Northeast Ohio Regional Sewer District Resolution No. **[____]**

b. Exhibit "B" – Northeast Ohio Regional Sewer District Request for Proposal

c. Exhibit "C" – Consultant's Proposal dated **[____]**

d. Exhibit "D" – Consultant's Equal Employment Opportunity Report

Section 26 OTHER PROVISIONS

26.1. This Agreement may not be amended, in whole or in part, except by an instrument in writing signed by both Consultant and the District.

IN WITNESS WHEREOF, the parties have hereunto have caused this Agreement to be executed and to become effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed and to become effective on this _____ day of _____, 1999.

WITNESS:	**NORTHEAST OHIO REGIONAL SEWER DISTRICT**
_____	BY:_____
_____	AND: _____
	(Title):_____

[CONSULTANT]

_____ BY:_____

(Title):_____

Appendix A

Avaya Phone System Equipment List

	GJM ADMIN	EASTERLY	SOUTHERLY	EMSC	WESTERLY
	S8700	*S8700*	*S8700*	S8700	Pro Logix
Trunk	86	20	23	20	16
Analog Stations	192	120	117	27	120
Digital Stations	237	23	100	190	45
IP Stations	2	0	0	0	0
Audix	325	54	190	110	40

Make	Model
Avaya	6408D+
Avaya	6416D+
Polycom	Sound Station
Cortelco	220100VBA-27F
Cortelco Black Wall	255400-VBA-20M
Avaya Console	32D-A-323

Appendix B

Preventative Maintenance / Inventory Form

Location	Building	Device	Device SN#	Status	Recommendation	Replacement Timeframe
Southerly	**Admin**	**S8700**		**Good**		

**** This form has sample data**

END OF ATTACHMENTS AND APPENDICES