



CITY OF CLEVELAND

Mayor Justin M. Bibb

FINANCE

Purchases & Supplies

July 11, 2025

ADDENDUM 1

BID TITLE: File No. 86-25 Citywide Unarmed Uniformed Security Services

BID DUE: Thursday, August 7, 2025 at 12 o'clock noon (Eastern Time)

Attention Bidders:

We have been requested to issue the addendum for the following:

- 1. Provide a copy of the current contract**
- 2. Provide a copy of pre-bid sign-in sheet**
- 3. Respond to questions received- please see attachment.**

Please ensure that a copy of this addendum is included and returned with the bid specifications furnished to you by this office, as it will have the same force and effect as if it were part of the specifications originally issued.

If you have any questions regarding the attached, please contact Lauren Drake at 216-664-2627. Thank you for your prompt attention and assistance in this matter.

Signature of Potential Bidder & Name of Company

Today's Date

Thank you

Donia Patterson, Assistant Administrator

Purchases & Supplies

CC:

Attachments



ADDENDUM 1

BID TITLE: File No. 86-25 Citywide Unarmed Uniformed Security Services

BID DUE: Thursday, August 7, 2025 at 12 o'clock noon (Eastern Time)

1. Can the City please confirm whether a prime contractor that is certified as a Minority Business Enterprise (MBE) through the National Minority Supplier Development Council (NMSDC), but not certified by the City of Cleveland's Office of Equal Opportunity (OEO), is eligible for the 5% bid preference on this contract? We understand that one of the requirements for MBE certification with the City includes maintaining a local office within the Cleveland Contracting Market, which we do not currently have, but would plan to establish if awarded the contract. Please confirm whether our current NMSDC certification and intent to open a local office would meet the criteria for MBE participation or bid preference under this solicitation.

The firm would need to be certified with the City of Cleveland Office of Equal Opportunity at the time the bid is due to be eligible for any bid discounts

2. What is the anticipated date of the contract award?

Our goal is to review the bids and make an award 2-3 weeks after the bid opening.

3. What is the anticipated start date of the contract? **December 17, 2025**
4. Will the incumbent Security Personnel be grandfathered for training requirements or are they required to be retrained?

Yes, but there is always recurrent and on the spot training through out the year. Mandatory training can be issued after incidents or root cause analysis after events or inspections.

5. Are there seasonal or event-based fluctuations in staffing or security needs?
It all depends on operational needs. Department of Port Control can add/subtract officer posts throughout the year, TSA/FAA can mandate new security responsibilities that require more security officers, equipment, processes, etc. What is in the current contract is the minimum, at any given point, DPC will request more officers, including the contingent emergency 10 that is required by the contract.

6. If it is possible to get a list of the names and contacts of the companies who were on today's call?

Pre-bid sign in sheet is attached

7. Who is the current incumbent? **Allied Universal Security**
8. When was the current incumbent awarded the contract?
9. Is it possible to obtain a copy of the current contract? **-Attached**
10. Are there any subcontractors being used for the current contract? **Safe Choice**
11. What was the initial term length of the current contract (for example, 1 year plus 4 year options, etc.) **Two years with one option to renew**
12. Are there any significant modifications from the previous contract to the new one?
For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources? **The estimated hours has increased**
13. What is the current bill rate for each position? **Please see current contract**
14. Is there a specific way you would like the response to be prepared? For example: bound, unbound, 3-ring binder(s), pages limits, paper type, etc.? **There is no specific way**
15. Could you please clarify how many originals and copies are being requested of the technical proposal and the cost proposal? **You are only required to submit one complete and original response in the bid packet.**
16. The RFP mentions an emergency ordinance. Was there an event that triggered this ordinance or is that just standard language for all RFPs? **This is simply a legislative tool used by City Council to pass an ordinance quicker.**

CITY OF CLEVELAND
NON-MANDATORY PRE-BID CONFERENCE FOR FILE NO. 86-25 Citywide Unarmed Uniformed Security Services
Wednesday, July 09, 2025
SIGN IN SHEET
PLEASE PRINT CLEARLY

COMPANY NAME	REPRESENTATIVE	PHONE NUMBER	FAX NUMBER & EMAIL ADDRESS
CITY OF CLEVELAND	Lauren Drake		
CITY OF CLEVELAND	Steven Decker		
CITY OF CLEVELAND	Tony Bucco		
CITY OF CLEVELAND	Shawn Harris		
Safe Choice	Anthony		
Recap	Destiny and others		
Inter-con	Heather		
Allied	Jillian and others		
CITY OF CLEVELAND	Jennifer Wiman		



Sales and Use Tax Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

Universal Protection Service d.b.a Allied Universal Security Services LLC

(Vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

MA1505 RC2022-83, for an estimated quantity of 2022-2025 citywide unarmed uniformed security services

Because the City is exempt from payment of State of Ohio Sales and Use Taxes, these goods and/or services provided to the City of Cleveland, a political subdivision of the State of Ohio, are exempt from excise tax levied on the state.

Section 5739.01, division (B) (1), Ohio Revised Code

Purchaser must state a valid reason for claiming exception or exemption.

City of Cleveland, Division of Purchases & Supplies

Purchaser's name

601 Lakeside Avenue, Room 128

Street address

Cleveland, Ohio 44114

City, state, ZIP code

[Handwritten Signature]

Commissioner

Signature

12/19/2022

Title

Date signed

34-6000646

Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code. This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

MA1505 RC2022-83

(City Contract No.)

AGREEMENT**Purchase**

64-22

(Purchases and Supplies File No.)

THIS AGREEMENT is made on December 16, 22 by the CITY OF CLEVELAND ("City"),
 through its Director of Finance, under the authority of Chapter
 181 of the Codified Ordinances of Cleveland, Ohio, 1976, Ordinance No. 996-2022
 passed by the Council of the City on _____, and Board of Control
 Resolution No. 419-22, adopted 10/5/2022,
 and universal protection Service dba Allied Universal Security Services LLC ("Contractor"),
 a/an Delaware LLC Limited Liability Company doing business as
 _____, a sole proprietorship.

RECITALS:

1. Contractor has offered to furnish certain products and/or equipment and/or services to the City.
2. The City has accepted Contractor's offer and desires to contract with Contractor for the provision of such products and/or equipment and/or services, under the terms, conditions, and provisions of this Agreement.

In consideration of the foregoing, the payments, and their mutual promises, the City and the Contractor, each for itself,

its representatives, successors, and assigns, agree as follows:

Contractor shall furnish to the City the following products, equipment, or services:

For an estimated quantity of 2022-2025 Citywide Unarmed Uniformed Security Services, all items, for the various divisions of the City government, Department of Finance, for a period of two years beginning with the date of execution of a contract, with one, one-year option to renew,

_____, as more fully described in the Specifications, for the consideration of
a total estimated sum of \$ 2,833,364.50.

The Invitation to Bid, the General Conditions, the Specifications and all addenda, the Bid, any Bond, the non-collusion affidavit, any policies of insurance, the above-cited ordinance(s), Board of Control resolution(s), and all provisions of law, City Charter, or Codified Ordinance required to be part of this Agreement, whether attached or not, are incorporated and made part of it as if fully rewritten, and constitute this Agreement. The parties have executed this Agreement as of the first date written above.

CONTRACTOR

universal protection Service dba Allied
Universal Security Services LLC
 (Type or print legal name)

By:

(Authorized Signature)

David I. Buckman

(Printed Name)

Title Executive VP, General Counsel
+ Secretary

Date December 1, 2022

THE CITY OF CLEVELAND

By:

Ahmed A. Abonamah
 (Printed Name)

Director of Finance

Date 12/13/2022

NOTE: Sections 181.23 and 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF PENNSYLVANIA

COUNTY OF MONTGOMERY

}

SS

AFFIDAVIT

NANCY R. PETERSON

being first

duly sworn deposes and says:

Individual only:

That he/she is an individual doing business under the name _____

at _____, in

the City of _____, State of _____

Partnership only:

That he/she is the duly authorized representative of a partnership doing business under

the name of _____, in

the City of _____, State of _____

NP
LIMITED LIABILITY COMPANY
("LLC")

Corporation only:

That he/she is the duly authorized, qualified and acting ASSISTANT
SECRETARY of UNIVERSAL PROTECTION SERVICE, LLC

NP
ALLIED UNIVERSAL SECURITY SERVICES
LLC
a corporation organized and existing under the laws of the State of DELAWARE;

and that said individual, said partnership or said corporation, is filing herewith a bid to the City of Cleveland in conformity with the foregoing specifications;

Individual only:

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract: _____

Affiant further says that he/she is represented by the following attorneys: _____

and is also represented by the following resident agents in the City of Cleveland: _____

Partnership only:

Affiant further says that the following is a complete and accurate list of names and addresses of the members of said partnership: _____

Affiant further says that said partnership is represented by the following attorneys: _____

and is also represented by the following resident agents in the City of Cleveland: _____

ITEM 4

LLC NO
Corporation only:

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President STEVEN S. JAMES

Directors: N/A

Vice President TIMOTHY E. BRANDT

SOLE MEMBER: UNIVERSAL PROTECTION SERVICE, LP

Secretary DAVID I. BUCKMAN; NANCY R. PETERSON

Treasurer TIMOTHY E. BRANDT

REGIONAL PRESIDENT, MIDWEST: BRIAN H. WEBBER

Cleveland Manager or Agent N/A

Attorneys N/A

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

ALL OF THE ABOVE

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid

or assistance in securing contract above referred to in the event the same is awarded to UNIVERSAL

PROTECTION SERVICE, LLC D/B/A ALLIED UNIVERSAL SECURITY SERVICES

(name of individual, partnership or corporation)

Further affiant said not.

(Sign Here)

NANCY R. PETERSON, ASSISTANT SECRETARY

Sworn to before me and subscribed in my presence this 11th day of July

20 22

Commonwealth of Pennsylvania - Notary Seal
DONNA M. GRIFFITH - Notary Public
Montgomery County
My Commission Expires November 18, 2024
Commission Number 1301962

Donna M. Griffith
Notary Public

CITY OF CLEVELAND

BID FORM

☐ STANDARD CONTRACT BID
☒ REQUIREMENT CONTRACT BID

TO: The Commissioner of Purchases and Supplies:

BID FOR: 2022-2025 Citywide Unarmed Uniform Security Guard Services

FOR: The Department of: Finance

The Undersigned proposes to furnish the above articles, commodities, materials, supplies, equipment or services ("items"), and to accept as full compensation therefor the price per unit multiplied by the number of units of such items purchased hereunder, (which units and prices therefor are set forth in the Schedule of Items hereto attached and made part of this bid) and subject to any discount set forth in this bid.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory performance bond within ten (10) working days, excluding Saturdays, Sundays and holidays, after notice of award of contract has been received.

The Undersigned further certifies that he (as the individual, firm or corporation making this bid) is not in arrears or default to the City of Cleveland upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

The Undersigned deposits with the bid a Bid Bond to the City of Cleveland signed by a surety company authorized to do business in Ohio, in the sum of \$

70,423.10 (5% AMT BID)

or a cashier's check or certified check on a solvent bank in the sum of \$ N/A
payable to the City of Cleveland, as security that if he be awarded the contract, he will enter into a written contract and secure the performance of the same by a bond as required of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the percentage of the total price bid set forth in Part B - General Conditions and in conformity with the provisions of The Codified Ordinances of Cleveland, Ohio 1976.

The Undersigned further agrees that if the bid is accepted and contract awarded and he shall fail to execute said contract and furnish the satisfactory bond, as required, within the time above specified, then the City may, at its option, declare the contract abandoned and this bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the City, or the certified or cashier's check shall be forfeited to and become the property of the City as liquidated damages. Otherwise, the Bid Bond or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

THE UNDERSIGNED UNDERSTANDS THAT THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The firm, corporation, or individual name
MUST BE SIGNED IN SPACE INDICATED. Complete: CORPORATION OR FIRM
ERASURES MAY INVALIDATE THIS BID.

UNIVERSAL PROTECTION SERVICE, LLC d/b/a
ALLIED UNIVERSAL SECURITY SERVICES

Sign Here By

Nancy R. Peterson

If the bidder is a firm or corporation, the title of the officer signing and the State in which incorporated must be indicated.

NANCY R. PETERSON, ASSISTANT SECRETARY

TITLE OF OFFICER

6200 OAK TREE BLVD. SUITE 100
INDEPENDENCE, OH 44131

BUSINESS ADDRESS OF BIDDER

DELAWARE

STATE OF INCORPORATION



City of Cleveland
Justin M. Bibb, Mayor

Department of Finance
Division of Purchases & Supplies
601 Lakeside Avenue, Room 128
Cleveland, Ohio 44114-1080
216/664-2620 • Fax: 216/664-2177
www.cleveland-oh.gov

ADDENDUM No. 1

June 29, 2022

BID TITLE: File No. Addendum 1 Citywide Unarmed Uniformed Security File No. 64-22

BID DUE: Friday, July 8, 2022

Attention Bidders:

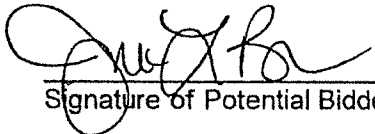
PLEASE NOTE THE FOLLOWING CLARIFICATIONS AND ADDITIONS REPRESENT CHANGES THAT REPLACE AND SUPPLEMENT PREVIOUS INFORMATION SHOWN IN THE CONTRACT DOCUMENTS:

CLARIFICATIONS

1. Please provide more information regarding the performance bond- **Per B-8 (B) Any contract over \$500,000.00 will require a Performance bond of 25% of the contract amount.**
2. Per Section C-6 Fair Employment Wage Law Requirements there should be an Appendix A- **Appendix A has been added please see attachment. Appendix A must be completed and returned with sealed bid submission.**
3. Please clarify D-23 (D) (3) Page 18 of 32. Security Compliance officers will be paid according to the guidelines identified in (D) (1) & above plus \$3.00/per hour to a maximum rate of \$18.00/per hour. – **The maximum rate the City of Cleveland will pay a Security Compliance officer is \$18.00 per hour. If a bid for Security Compliance officers exceeds this allotted amount, the bidder shall be responsible for paying the difference.**
4. **Extend the Bid Opening to, Friday, July 8, 2022 at 12:00 noon.**

Please ensure that a copy of this addendum is included and returned with the bid specifications furnished to you by this office, as it will have the same force and effect as if it were part of the specifications originally issued.

Please acknowledge receipt of this addendum by faxing it to 216-664-2177 or emailing Purchasing@city.clevelandohio.gov

 ALLIED UNIVERSAL SECURITY SERVICES 7/12/22
Signature of Potential Bidder & Name of Company Today's Date

Thank you,

Lauren Drake, Project Director

Appendix A

CITY OF CLEVELAND FAIR EMPLOYMENT WAGE LAW REQUIREMENTS

NOTICE TO BIDDERS:

Introduction

The Cleveland City Council passed the Fair Employment Law on June 19, 2000 to be effective on January 1, 2001.

A contract that may be awarded pursuant to this bid is subject to the City of Cleveland Fair Employment Wage Ordinance, Chapter 189 of the Codified Ordinances, which requires, among other things, that unless specific exemptions apply, Covered Employers, as defined, under contracts with the City shall provide payment of a minimum level of compensation to employees. Failure to comply with that chapter and/or any implementing regulations may result in termination of the contract or debarment from future contracts.

Bid Schedules

Schedule 1	Declaration of Number of Employees
Schedule 2	Declaration of Health Insurance Coverage
Schedule 3	Affidavit of Compliance with C.O. Chapter 189
Schedule 4	Statement of Current Contracts with the City

Fair Employment Wage

From October 1, 2005 to September 30, 2006, the Fair Employment Wage is at least \$10.00 per hour.

Appendix A

Covered Employers

The Fair Employment Law is applicable to employers described below. The applicable employers are referred to as "Covered Employers". Covered Employers include entities described below that contract directly with the City and any subcontractors of those entities. Subcontractors of Covered Employers are not restricted to those providing a particular good or service or those of a particular size.

1. You or your company will provide one of the following services to the City of Cleveland as a primary part of the contract to be awarded hereunder:

Food Service
Janitorial
Security Services
Parking Lot Attendants
Home Health Care Aides
Waste Management
Automotive Repair Services
Landscaping
Towing
Building and Maintenance Services
Carpentry
Clerical Services
Urban Forestry
Housekeeping
Street Maintenance and Repair
Sidewalk Maintenance and Repair;

and

2. The aggregate value of all such outstanding service contracts with the City and the bidder and the contract on which you are bidding is at least \$25,000;

and

Appendix A

3. The bidder is either

- (a) a for profit company with at least 20 employees at the time of execution of a contract with the City;
- or
- (b) a non-profit employer with at least 50 employees at the time of execution of a contract with the City and the salary ratio between the highest and lowest paid employees is more than 5 to 1.

Covered Employees

A. Definition.

The Fair Employment Law applies to the following employees, who are referred to as "Covered Employees" in the ordinance:

1. Any person employed by or working as a trainee for a Covered Employer who is a for-profit contractor or subcontractor on a City Service Contract.
2. Any person employed by or working as a trainee for a Covered Employer who is a non-profit contractor on a City Service Contract if such person expends at least half of his or her time performing such services pursuant to such Service Contracts.

B. Exclusions.

The following categories of employees are not Covered Employees under the Fair Employment Wage Law.

1. Uncompensated volunteers
2. Individuals in job training programs with classroom instruction where the individual is a client of the program
3. Employees who work on public construction projects subject to state or federal wage rate laws.
4. Employees covered by collective bargaining agreements or the Railway Labor Act

Appendix A

5. Employees of commercial retail establishments
6. Persons not employed in the State of Ohio
7. Persons under 18 years of age
8. Persons working, on average, less than 30 hours per week

Exemptions from Fair Employment Wage Law

The Cleveland City Council, by ordinance, may grant a partial or whole exemption from the requirements of the Fair Employment Wage Law based on hardship. You must demonstrate a specific, particular harm that would be felt uniquely by you if the law were to be applied. Economic harm alone will not suffice to demonstrate hardship unless it is of a type that would not affect any other actual competitor for the contract or subcontract. The following types of specific particular harm may provide grounds for a hardship exemption:

1. a loss of profitability that will result in the elimination of jobs
2. a loss in profits that will substantially impact your long-term stability
3. as to not-for-profit community or social service agencies or organizations, a substantial hindrance in the ability to deliver service

To apply for an exemption, you may direct your application to the Applicable Director through the Commissioner of Purchases and Supplies. Your request should include the wage paid by you to your employees, a detailed explanation of how the payment of the Fair Employment Wage will cause particular harm to you and supporting financial statements or other documents. A determination about whether to submit legislation to Council allowing an exemption will be made within ten days of your request. If legislation is submitted to Council to approve an exemption, the Council must then consider and pass that legislation before an exemption will be granted.

Health Care Insurance Preference

The bidder may be eligible for a preference if you provide reasonable health care insurance coverage to employees who work over 30 hours a week. However, no preference shall be given if the price bid for the service

Appendix A

contract exceeds the lowest price bid by more than five percent (5%). Section 189.031 of the Codified Ordinances of the City of Cleveland defines reasonable health care coverage as a plan that is comparable or superior to the family health care plan offered by the City of Cleveland to its employees. In order for the plan to be deemed comparable or superior, the plan must meet or exceed the plan of the City of Cleveland in the following respects:

- The amount of the employee contribution
- The amount of any deductible
- The amount of any co-payments
- Whether dental insurance is provided
- The range of services covered

You or your company may also be eligible for a preference if you can demonstrate that you have offered reasonable health care insurance to your employees, but as a group they have refused that insurance.

Record-keeping Responsibilities

You or your company shall be obligated to maintain payroll and related records for three years following the termination of an agreement with the City. Those records shall contain the following information:

1. employee names
2. employee address
3. employee job titles
4. employee classifications
5. the number of hours worked by employees each day
6. employee gross wages earned
7. deductions made on those gross wages
8. net wages paid to employees
9. a record of contributions to health care plans
10. any other data that the City may require

Upon demand of the City, you or your company shall provide access to the payroll records required to be maintained, and shall allow City representatives to observe work being performed and to interview

Appendix A

employees as may be necessary to monitor compliance or to investigate a charge of noncompliance with the Fair Employment Wage provisions.

Employee Notice Requirements

You or your company shall provide notice to employees of their rights arising under the Fair Employment Wage Law. The City will provide this notice to you and you must post it in a conspicuous place frequented by Covered Employees in your workplace.

You or your company shall inform eligible employees of the Earned Income Credit and provide the necessary forms in English, Spanish and other languages spoken by a significant number of employees.

City Resident Hiring

The bidder shall establish a goal that at least forty percent (40%) of persons newly hired to perform work on a contract shall be residents of the City of Cleveland.

Compliance with Federal Laws

The bidder shall comply with all applicable Federal labor laws, including the National Labor Relations Act.

Appendix A

SCHEDULE 1

DECLARATION OF NUMBER OF
PERSONS EMPLOYED BY THE BIDDER

1. Are you a for-profit LLC or a non-profit _____ entity?

2.

Number of Current Employees

200,000 +

Number of Employees If Contract Is

40 to 50

*

*

*

*

*

3. If you are a non-profit entity, what is highest amount paid to any employee (please identify in what increment that amount is paid)? N/A

4. If you are a non-profit entity, what is the lowest amount paid to any employee (please identify in what increment that amount is paid)? N/A



Name: JESSICA BROWN

Title: BUSINESS DEVELOPMENT MGR

Appendix A

SCHEDULE 2

DECLARATION OF HEALTH INSURANCE COVERAGE

NOTE: All bidders must complete items 1 and 2.

To be eligible for a preference based on the provision of a reasonable health care plan, this schedule must be completed. If you do not desire to obtain this preference, do not complete items 3-5. However, you must sign the form regardless of how much of the form you complete.

1. Do you provide or offer to provide health care insurance to your employees who work thirty (30) or more hours a week?

☒ Yes ☐ No

2. What are the basic outlines of any health care insurance plans offered?

PLEASE SEE SHEET ATTACHED LABELED
MEDICAL AND HEALTH INSURANCE PLANS

3. Answer the following specific questions about all of the health care insurance plans offered to your employees who work thirty (30) or more hours a week.

- a. What is the monthly employee contribution to the health care insurance plan?

WE OFFER MANY OPTIONS. PLEASE SEE
SHEET ATTACHED LABELED MEDICAL AND
HEALTH INSURANCE PLANS.

Appendix A

- b. What is the amount of any employee deductible for plan coverage?

PLEASE SEE SHEET LABELED MEDICAL AND
HEALTH INSURANCE PLANS.

- c. What is the amount of any employee co-payments for plan coverage?

HMO
Office Visit
Preventitive Care
Urgent Care
ER

PPO
Office Visit
Preventitive Care
Urgent Care
ER

THIS IS OUTLINED
ON THE MEDICAL AND
HEALTH INSURANCE
PLANS SHEET.

- d. Is dental insurance offered to your employees?

YES.

- e. Describe the range of services offered under any health care insurance plans offered to your employees.

PLEASE SEE SHEET LABELED MEDICAL AND
HEALTH INSURANCE PLANS.

Appendix A

4. Have you offered reasonable health care insurance to your employees that they, as a group, have refused? _____yes _____☒no

When? _____

5. If the answer to question number 4 is yes, provide the information requested in number 3 above regarding the type of plan offered.



Name: JESSICA L BROWN

Title: BUSINESS DEVELOPMENT MGR

Appendix A

SCHEDULE 3

AFFIDAVIT OF COMPLIANCE WITH CLEVELAND CODIFIED
ORDINANCE CHAPTER 189

County of CUYAHOGA)
) ss:
State of OHIO)

I, JESSICA L. BROWN, being duly sworn
according to law, and having personal knowledge of the facts stated herein, hereby state
as follows:

1. I am the BUSINESS DEVELOPMENT MANAGER (title) of
ALLIED UNIVERSAL SECURITY SERVICES (name of entity or company) and am
authorized to sign this affidavit.

2. The above-named entity/company agrees to comply with the requirements
of the Fair Employment Wage Law, Cleveland Codified Ordinance Chapter 189, if it is
awarded a contract pursuant to this bid/proposal.

3. Indicate in the space provided whether all "Covered Employees," as
defined in C.C.O. 189.01(d) of the above named entity are currently paid the Fair
Employment Wage, as defined in C.C.O. 189.02(a).

X YES NO

FURTHER AFFIANT SAYETH NAUGHT.

Jessica L. Brown
Name: JESSICA L BROWN

Title: BUSINESS DEVELOPMENT MANAGER

SWORN TO BEFORE ME and subscribed in my presence this 12th day of July,
2022.

Christine Sobolewski
Notary Public



Christine Sobolewski
Notary Public, State of Ohio
My Commission Expires
February 07, 2027

Appendix A

SCHEDULE 4

CURRENT CONTRACTS WITH THE CITY

Provide the following information about any current contracts you or your company have with the City of Cleveland.

1. City Contract Number.
2. Type of Services.
3. Contract Expiration Date.
4. Dollar Amount of Contract.
5. Amount paid to date (specify date).___

WE DO NOT HOLD ANY CONTRACTS
WITH THE CITY.



City of Cleveland
Justin M. Bibb, Mayor

Department of Finance
Division of Purchases & Supplies
601 Lakeside Avenue, Room 128
Cleveland, Ohio 44114-1080
216/664-2620 • Fax: 216/664-2177
www.cleveland-oh.gov

July 6, 2022

ADDENDUM 2

BID TITLE: File No. Addendum No. 2 Citywide Unarmed Uniformed Security Guard.
Ordinance No. 181-101(21), File No. 64-22

BID DUE: Wednesday, July 13, 2022 at 12 o'clock noon (Eastern Time)

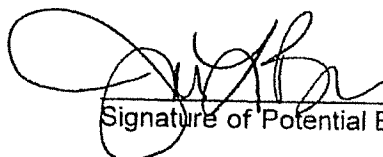
Attention Bidders:

We have been requested to issue the addendum for the following:


- 1. Extend the Bid Opening to, Wednesday, July 13, 2022 at 12 o'clock noon (Eastern Time).**
- 2. Respond to the following questions- SEE ATTACHMENT**

Please ensure that a copy of this addendum is included and returned with the bid specifications furnished to you by this office, as it will have the same force and effect as if it were part of the specifications originally issued.

Please acknowledge receipt of this addendum by faxing it to 216-664-2177 or emailing Purchasing@city.clevelandohio.gov

 **ALLIED UNIVERSAL SECURITY SERVICES** 7/12/2022
Signature of Potential Bidder & Name of Company Today's Date

Thank you,


Lauren Drake, Project Director
Purchases & Supplies

CC:
Attachments

ADDENDUM 2: FILE NO. 64-22 CITYWIDE UNARMED UNIFORMED SECURITY GUARD

1. Who is the incumbent provider? **Safe Choice**
2. What are the current bill rates the City is paying for this service? **Security Officer \$22.32 Security Officer Holiday \$33.48, Compliance Officer \$24.32 Compliance Holiday \$33.48, Supervisor \$25.32 Supervisor Holiday \$35.00. The current rate for Dispatchers \$22.32 Holiday \$33.48.**
3. What are the current pay rates by position? **Security Officer \$15.00, Dispatcher \$15.00, Compliance \$17.00 (Compliance should be at \$18.00 and Dispatchers will be \$1.00/hr on new contract).**
4. Is the incumbent's workforce represented by a Collective Bargaining Agreement? If so, bidders may be obligated by Federal law and regulation to honor certain aspects of the CBA. Will the City please provide a copy of the CBA and a Seniority List? **No Collective Bargaining Agreement for the Airport, Non-Union.**
5. In Section D-5 Attendance and Reporting Time to Work the RFP states "Guards must report to work 15 minutes prior for transfer purposes and information transference". Does this apply to ALL locations (Group A&B or just the airport? Do Guards report to a central location and then deploy to posts or do they report directly to post for this information transfer? **Airport requires a 15 minute prior to shift arrival.**
6. In Section D-5 Scope of Work 1. And again in Section D-13 Communications, the solicitation states ".....furnish all personnel with 2-way radio equipment and shall be responsible for the provision and operation of all radio communications including dispatch, base station, and repeater". As this can represent a significant cost to bidders, will the City please provide a list by type and number of all equipment currently deployed and/or required to be compliant with this contract? Additionally, as this can represent a significant advantage for the incumbent, especially since price is a critical evaluation factor, will the incumbent be required to furnish equipment as well? **The airport supplies radios for the security posts, incumbent MUST provide cellular phones for each post.**
7. In Section D-5 Scope of Work 2., the solicitation states "The contractor shall supervise all personnel....." How many Supervisors are currently deployed? **Airport has one Site-Supervisor. This cost should be part of your bid rate and not a separate rate.**
8. In Section D-6 Duties of Individual Security Officers 15., the solicitation states "Equipment Operation: Perform minor equipment operations and/or record data regarding building systems when required by the Contracting Officer". What kind of equipment is being operated by the Guards and does it require and certification or specialized training? If so, is that training time billable? **Guards will utilize mirrors, radios, cell phones, card swipes. Compliance and Dispatchers will utilize cameras and access control systems, there is no equipment that will need specialized training and if so, training hours can be billed.**
9. In Section D-7 Personnel Qualifications 2. Physical Condition and Health Requirements, the solicitation states "...all employees assigned by the Contractor to this contract must be physically able to perform their duties and be free of communicable diseases" and ".....must have weight in proportion to height; have no physical defects or abnormalities that would interfere with job performance". Does the incumbent work force meet this standard? **Not all current officers are within these standards.**

ADDENDUM 2: FILE NO. 64-22 CITYWIDE UNARMED UNIFORMED SECURITY GUARD

10. In Section D-7 Personnel Qualifications 2. Physical Condition and Health Requirements, the solicitation states "...all employees assigned by the Contractor to this contract must be physically able to perform their duties and be free of communicable diseases" and ".....must have weight in proportion to height; have no physical defects or abnormalities that would interfere with job performance". It then goes on to state "If the bidder is providing physical exams for their security personnel, the cost may be included in the hourly rates of the bid" Is the incumbent meeting this requirement through administering physicals conducted by a licensed physician? If not, how is this requirement currently being met? **Unable to Answer**

11. Are physicals required only prior to assignment or on an annual basis? **N/A**

12. D-8 Other Qualifications b) states "Airport personnel must have a valid driver's license and be willing to drive on Airport property as required for duty purposes". Additional training is usually required to drive on the airfield. Who provides this training and is this training time billable? **Airport provides training every year to hold a badge and drive, this training is part of the normal badging operations and is at the cost of the contractor.**

13. In Section D-8 Other Qualifications f) the solicitation states "Citizenship – each security officer shall be a citizen of the United States of America". This requirement seems in conflict with the Equal Employment Opportunity Commission (EEOC) guidance in that usually people legally permitted to work in the United States (Green Card Holders) cannot be excluded. Can the City please clarify this requirement? **You must be able to pass a 10 year BCI background check and legally permitted to work in the United States.**

14. In Section D-9 Training All City Owned Facility 2. Crisis Intervention Training Requirements the solicitation states "The City of Cleveland recommends that contractors have their officers complete 8 hours of Crisis Intervention Training (CIT) for all guards working at a City of Cleveland facility". As price is a critical evaluation factor, please clarify if this 8 hours of training is "required" or "recommended". Vendors may not factor cost of this training into their pricing if it is only "recommended". **Airport does not have this training but would like to see it and approve, airport as other requirements of completing NIMS training at your own cost and is free online with FEMA. This is only recommended.**

15. In D-9 Section 3. Department of Port Control Training Requirements and Section 4. Periodic Training the solicitation states "Our (4) hours of training at the site to which they are assigned" and "All Security Personnel in service performing under the contract may be required to undergo quarterly in-service training". Are these training hours billable? **Yes.**

16. D-10 Duties of Supervisor Representative the solicitation provides a list of (6) requirements. Is this one position for the entire contract or is this referring to site level supervisors? Is this position hourly or salaried? **Airport has one supervisor to manage, hourly, but should be included in your bid rate, not a separate charge.**

17. Are SIDA Badges required for all Airport (Group B) positions? If so, what is the cost for badging? **\$65.00/Initial, \$45.00/Renewal, \$50.00/lost, \$100.00/if not returned.**

18. In Section D-14 Liability, Bonds, and Insurance, 3. Insurance, the solicitation states "Contractor shall also show evidence of 3rd Party Dishonesty Bond of Fidelity bond in the amount of \$50,000 coverage". As a large employer, we do not bond individual employees, rather this is covered in our

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General Liability Insurance program. Will that suffice to meet this requirement? **Contactor will need vehicle insurance in order to have vehicles on the airfield, contact Security for requirements.**

19. In Section D-17 Deductions for Failure to Perform the City outlines various scenarios and the formula for calculating deductions. As this is potentially a significant cost factor, can the City please provide the annual total deductions for Work Performance, Non-Work Performance, and Failure to Inspect and Failure to Adhere to Airport Security Rules penalties it has levied per year during the course of the current contract? Also, if possible, can the City provide the categories for which fines were levied? **Case by Case basis depending on the violation, SSI?**

20. In Group B: Department of Port Control – Airports Section D-23 Scope of Work, the solicitation states “.....must be trained using a TSA-approved curriculum and briefing on security directives, information circulars, and the Airport Security Program”. What training program is currently used to meet this requirement and how many hours of training does it consist of? **Airport provides training annually and quarterly.**

21. In D-23 Scope of Work Section B. the solicitation states “The Site Manager position is to be a non-exempt salaried position to be included in the costs comprising the security officer hourly bid rates and shall not be considered a separate paid post”. Is this the same position as referenced in “D-10 Supervisors Representative”? Or is this a second supervisory non-billed position? What is the current salary for this position? **For the airport, it is the Supervisor position.**

22. What certifications are required for the Security Dispatch Officer and is this contractor or 3rd Party provided? What is the cost for this training? **Airport provides training, no certifications at this point but can be discussed.**

23. In Section D. Badges and Uniforms the solicitation states “Compliance Officers will have one Uniform for VIP activities.....” Can the City please provide specifications or examples of this uniform? **Normal Security uniform, Compliance and Dispatchers are plain clothes posts.**

In Section G Personnel Background Investigations, the solicitation states, “As required by the Transportation Security Administration, Contractor Shall conduct, at its sole expense....” Is this in addition to the government background check conducted by the Government as part of the SIDA badge process? **This is the Airports background check.**

gmd

BID -SCHEDULE OF ITEMS
2022-2025 CITYWIDE UNARMED UNIFORMED SECURITY SERVICES

All quantities are estimates.

Contract if any shall be for a period of two years with option to renew for one additional year exercisable by the Director of Finance without any additional cost to the City.

Group A.		2 YEAR ESTIMATED HOURS	UNIT PRICE COST PER HOUR/EA	EXTENSION
1. CCA- 205 St. Clair Hours of Operation 7:30am - 5:00pm Monday -Friday Contact :Karen Reynolds- kreynolds@city.cleveland.oh.us 216-664-4402.		6000	\$ 24.82	\$ 25.57
2. Public Works, Division of Property Mgt. Multiple Purpose Center 8555 Hough Avenue, 44113, Hours of Operation 7:30am to 4:30pm Monday-Friday. Contact: Chris Niesig 216-420-8109, cniesig@city.cleveland.oh.us		3000	\$ 24.82	\$ 25.57
3. 3727 RIDGE ROAD TRANSFER STATION HOURS OF OPERATION: Mon-Fri 8:30pm -7am, Sat. 4pm-12a & 12a-8a, Sun, 8a -4pm& 4p-12a & 12a-7a. Contact: Chris Niesig 216-420-8109, cniesig@city.cleveland.oh.us		5000	\$ 24.82	\$ 25.57
Group A -Cont.		Estimated Hours	UNIT PRICE COST PER HOUR/EA	EXTENSION
4. West Side Market, 1979 West 25 TH 44113 Hours of Operation 4pm-7am, Mon-Sun Contact: Rita McKenzie 216-664-3444 rmckenzie@city.cleveland.oh.us		6000	\$ 24.82	\$ 25.57

just for

BID -SCHEDULE OF ITEMS
2022-2025 CITYWIDE UNARMED UNIFORMED SECURITY SERVICES
 All quantities are estimates.

Contract if any shall be for a period of two years with option to renew for one additional year exercisable by the Director of Finance without any additional cost to the City.

5. Public Works parking 1601 S. Marginal Road, 44114(Parking Lot 1 mobile unit required/10 Browns games/8 hours) Contact: Chisa Clark cclark@city.cleveland.oh.us 216-664-2748	100	\$ 24.82	\$ 25.57
6. Glen Smith Health 11100 St. Clair. Ave. 44108 Hours of Operation 7:30a-4:3pm Mon-Friday, Contact: Kathy Rothenberg-James, 216 -857-7467	3000	\$ 24.82	\$ 25.57
7. T.F. McCafferty Health Center 4242 Lorain Avenue, Hours of Operation 7:30am -4:30pm Mon-Friday. Contact : Kathy Rothenberg-James, 216-857-7467 krothenberg@city.cleveland.oh.us	3000	\$ 24.82	\$ 25.57
8. SPECIAL EVENTS& HOURLY RATES FOR ADDITIONAL COVERAGE A. AFTER NORMAL BUSINESS 5pm to 7:00am Monday -Friday B. Observed City Holidays C. Weekend, Saturday-Sunday		\$ 37.23 \$ 37.23 \$ 37.23	Leave Blank
		Subtotal Group A	\$ 647.802
Group B.- Port Control -Airports	Estimated Hours	UNIT PRICE COST PER HOUR/EA	EXTENSION
1. Security Officer-	45,000	\$ 33.52	\$ 34.53

John R.

BID –SCHEDULE OF ITEMS
2022-2025 CITYWIDE UNARMED UNIFORMED SECURITY SERVICES

All quantities are estimates.

Contract if any shall be for a period of two years with option to renew for one additional year exercisable by the Director of Finance without any additional cost to the City.

2. Security Officer Holidays –	1,000	\$ 50.28	\$ 51.79
3. Dispatch Officer	6,500	\$ 38.73	\$ 39.89
4. Dispatch Officer Holidays—	225	\$ 58.10	\$ 59.84
5. Compliance Officer-On Site	8,400	\$ 40.90	\$ 42.12
6. Compliance Officer –On Site –Holidays	300	\$ 61.35	\$ 63.19
7. Excess Vehicle Rate	1 Not to exceed \$100.00 per day	\$ 100 Cost per day	\$ 100
8. Supervisor On site	20,000		
9. Supervisor Holidays	500		
		Grand Total Groups A & B	\$ 2,833,264.50
*Bidder must submit a 5% bid bond/or official check with sealed bid.		Delivery Day/ARO	\$ 141,663.23

INSTRUCTIONS TO BIDDERS

A-1 INVITATION TO BID

Sealed bids endorsed as designated in the "Title of Bid" section of the bid sheet(s) will be received at the Office of the Commissioner of Purchases and Supplies, Room 128, Cleveland City Hall, Cleveland, Ohio 44114, until 12:00 o'clock noon, official time, on the date indicated in the "Bid Opening" section of Page 1 of the bid page(s) and thereafter will be publicly opened and read in Room 128.

A-2 FORM OF BID (BID FORM)

- a. Every bid must be made upon the blank form of bid attached hereto.
- b. Each bid must be clearly signed with the full name and address of every person, firm or corporation interested in such bid, followed by the date of such signing, in the space provided at the bottom of the bid form. If more than one person, firm or corporation has an interest in such bid, then the full name and address of each person, firm or corporation must be clearly signed on said bid. If the bidder is a partnership, the firm name and address, as well as the name and address of each individual partner must be given. If the bidder is a corporation, the name of the corporation, the name and title of the officer duly authorize to sign for the corporation, the business address of such officer and the name of the state in which the corporation is incorporated must be given.
- c. The bidder shall insert the amount of the bid bond, certified check or cashier's check in the space provided in the bid form.
- d. The bidder agrees to be bound by his bid from the time the bid is submitted until the earlier of the date stipulated by such bidder or the fourth regular meeting of the Board of Control after the bid submission date unless such time is extended by agreement between the bidder and the Board.

A-3 BIDDERS AFFIDAVIT

Each bidder shall submit with its bid an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further stating that no such money or reward will be hereafter paid. This affidavit must be on the form which is hereto attached.

A-4 BID BOND: CERTIFIED OR CASHIER'S CHECK

Each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of five percent (5%) of the amount of the bid, except that with bids for purchase contracts not in excess of Fifty Thousand Dollars (\$50,000). Said bond or check shall be given as security that if the bid is accepted a contract will be entered into and the performance of it properly secured.

A-5 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK

- a. When the bid is accepted, the bid bond, certified or cashier's check will be returned after the contract has been signed and the performance bond, if required, has been submitted to, and approved by, the City.
- b. If the successful bidder fails to enter into a contract, the bid bond, certified or cashier's check shall be forfeited and the principal amount of the bid bond shall be paid to the City, or the check shall be surrendered to the City as the agreed amount of liquidated damages.
- c. The bid bond, certified or cashier's check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of its contract. If such lowest and best bidder fails to do so, the security of the next lowest and best bidder shall continue to be retained until it properly secures the contract awarded it. If such next lowest and best bidder defaults, the principal amount of its bid bond, or check shall also be forfeited to the City as liquidated damages.
- d. When a bid is rejected, the bid bond or check will be released or returned, respectively, to the bidder.

A-6 EXPLANATIONS WRITTEN OR ORAL

Any bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning, shall immediately notify the Commissioner of Purchases and Supplies, in writing. The Commissioner will respond by sending written notices or instructions to all bidders. The City will not be responsible for any oral instructions.

A-7 PRICE BIDS AND DISCOUNTS

- a. Unit Prices
In the Schedule of Items the bidder must give the unit price stated in figures of every item bid, in the space so provided.
- b. Trade Discounts
When the bidder offers a trade discount, the amount of such discount shall be stated on the Schedule of Items bid.
- c. Catalog Pricing
Where the bidder submits its quotation by filing its catalog price list and discount, such documents shall be part of the bid and must be separately signed by the same person and in the same manner as on the bid form.

A-8 BIDDER'S DESCRIPTION OF ITEMS

- a. Each bidder shall, in its bid, describe completely the goods or services it proposes to furnish in response to and under the terms of the bid.
- b. The Commissioner of Purchases and Supplies may require a bidder to furnish additional information and/or specifications concerning items to be purchased under the terms of the bid.

A-9 MANUFACTURER'S NAME

- a. The use of a manufacturer's or a trade name in the specifications is solely for the purpose of designating a standard of quality and type and for no other purpose.
- b. Every bidder shall state in its Schedule of Items bid the manufacturer's and the trade name, if any, of each item they propose to furnish.

A-10 SAMPLES

If the commissioner of Purchases and Supplies requests, a bidder shall provide samples of the items it proposes to furnish if awarded a contract pursuant to its bid.

A-11 TIME OF DELIVERY

Bidder must state in its bid the time, in calendar days, within which it will deliver the item(s) bid unless stated differently in the specifications.

A-12 PAYMENT DISCOUNT WHEN USED TO DETERMINE LOWEST AND BEST BID

- a. In determining the lowest and best bid, the City will consider all bids on a basis of the net price to be paid after deduction of the discount specified; except that if the terms of payment specified by the bidder require payment in less than thirty (30) days from the date of the invoice, the discount offered will not be deducted from the price stated in the bid to determine the lowest and best bidder, and the bid will be considered only on the basis of the unit price actually named in the bid. But if, notwithstanding the provisions of this paragraph such bid is determined to be the lowest and best bid, the City reserves the right to accept the terms named in the bid if such terms are to the advantage of the City as a basis for payment of invoices only, but not in any case as a basis for determining the lowest and best bidder.
- b. The City will take a discount of two percent (2%) on payments made within thirty (30) days from receipt of articles, commodities, materials, supplies, equipment or services, unless the bidder indicates otherwise on the space provided on the Schedule of Items bid.

PARAGRAPHS A-13 THROUGH A-15 APPLY ONLY IF THE "REQUIREMENT CONTRACT" BLOCK IS CHECKED ON PAGE 1 OF THE SCHEDULE OF ITEMS AND ON THE BID FORM.

A-13 REQUIREMENT CONTRACT DEFINED

- a. A requirement contract is a contract under which the contractor has a duty to provide the City's requirements during the contract term for all articles, commodities, supplies, materials, equipment and/or services set forth in the bid and required by the City's authorized users of the items approved for contract.
- b. A contract awarded under this bid will be termed a requirement contract.

A-14 PURCHASES UNDER A REQUIREMENT CONTRACT

- a. Under a requirement contract, a contractor shall supply all the City's requirements during the term for the articles, commodities, supplies, materials, services or equipment set forth in the *Invitation to Bid*. See GENERAL CONDITIONS, Section B-24, Duration of Contract.
- b. If the *Schedule of Items* in the *Invitation to Bid* is marked "requirement contract," then all quantities stated in the *Schedule of Items* are the City's good-faith estimates only. The City shall place each order under the

contract, whether singly or cumulatively more or less than the estimated quantities set forth in the *Schedule of Items*, by a Delivery Order against the contract and separately certified.

A-15 LIMITATION OF PERIOD OF CONTRACT

If the proposed duration of the contract would deprive the City of the best available market price, the bidder may offer an alternate bid as to duration of the contract, setting forth in the bid the longest period of time it can furnish and deliver the proportionate amount of items at the firm price set forth in the bid. No other provision of the Invitation to Bid shall be subject to an alternate bid unless specifically requested.

A-16 BID DISCOUNTS - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$50,000).

a. Bid Discounts under Sections 187.03 and 187.05. If the bid of any prime contractor that is a CSB, MBE, FBE or a CSB, MBE or FBE joint venture is no more than five percent (5%) higher than the lowest actual bid for a contract that is not from a CSB, MBE, FBE or a CSB, MBE or FBE joint venture, the contracting department shall apply a Bid Discount of five percent (5%) to the CSB, MBE, FBE or CSB, MBE or FBE joint venture bid for the purpose of establishing a Comparison Bid. The City of Cleveland shall use the following ranking in determining who receives the preference:

1. Where the disparity study has determined that a disparity exists, the bid discount shall go to the bidders who are certified by the City as members of the specific MBE/FBE group for which the proven disparity exists. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
2. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, the bid discount shall go to certified CSB bidders certified by the City as located within the city limits of Cleveland. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
3. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, and no bids were received from certified CSB firms certified by the City as located within the city limits of Cleveland, the bid discount shall go to Certified CSB bidders certified by the City as located within Cuyahoga County. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
4. In addition to any bid discounts at the prime contractor level, all prime contractors shall receive a bid discount of 5% of the total dollar amount of all CSB, MBE and/or FBE certified by the City that the prime contractor properly documents as subcontractors in their bid, for the purpose of establishing a Comparison Bid.
5. The total Bid Discount awarded to any bidder on a bid pursuant to Sections 187.03 and 187.05 shall not exceed \$50,000.00.

GENERAL CONDITIONS

B-1 CONSIDERATION OF BIDS.

All bids received in conformity with the Invitation to Bid shall be endorsed with the contract or advertisement name or number and name and address of the bidder. All bids, immediately after being read, shall be tabulated and summarized and shall become public record in the office of the Commissioner of Purchases and Supplies.

B-2 UNACCEPTABLE BIDS.

No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

B-3 REJECTION OR ACCEPTANCE OF BIDS.

The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid. In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.

B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.

Bidders must present evidence to the Commissioner of Purchases and Supplies, when required by him to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.

B-5 WITHDRAWAL OF BID.

No bid may be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.

B-6 TIME OF AWARD.

The Board of Control of the City of Cleveland shall make an award or reject all bids not later than the second regular meeting of said Board following the opening of bids, unless further time is required to analyze bids, to investigate responsibility of any bidder, or in the absence of a time limitation for acceptance set forth in the bid.

Any extension of time beyond the date fixed by the successful bidder or the fourth regular meeting of the Board of Control, whichever event shall occur first, shall be subject to agreement between said bidder and the Board.

B-7 AWARD CONTRACT.

No contract shall be awarded without the approval of the Board of Control, and then only to the lowest and best bidder.

B-8 PERFORMANCE BOND.

A. Contracts for the purchase of articles, supplies, commodities, materials, equipment or services shall be secured by a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least twenty-five percent (25%) of the contract price on materials supplied and at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. A performance bond is not required for standard purchase and requirements contracts awarded in the amount of \$500,000.00 or less, except that standard purchase and requirements contracts that are labor and materials contracts including, but not limited to painting, carpentry, plumbing, electrical, masonry, landscaping, snow plowing, fencing and trucking over \$100,000 but not more than \$250,000 shall require a bond of at least twenty-five percent of the contract price, and over \$250,000 but not more than \$500,000 shall require a bond of at least fifty percent of the contract price. The above policy notwithstanding, the City of Cleveland reserves the right to require a performance bond in various amounts or to modify the performance bond requirement whenever it is determined to be in the best interest of the City of Cleveland to do so.

B. No performance bond is required for any contract awarded pursuant to this Invitation to Bid in an amount of \$500,000.00 or less. Any contract over \$500,000.00 will require a Performance Bond for 25% of the contract amount.

B-9 RELEASE OF BOND.

Whenever a performance bond is required, the performance bond will not be released until all the provisions of the contract have been fulfilled.

B-10 CANCELLATION OF CONTRACT.

The City shall have the right to cancel this contract on five (5) days written notice if, in the opinion the Commissioner of Purchases and Supplies, the delivery of materials, supplies or equipment or the performance of work or services are not in accordance with contract specifications and the contractor fails to cure such deficiencies or comply with the contract specifications within ten (10) days after receipt of notice of default from the City, except where fulfillment of its obligation requires activity over a period of time and it has, within ten (10) days of the default notice commenced such activity. Additionally, the City shall have the right to cancel this contract, without cause, upon fifteen (15) days written notice upon the determination of the Board of Control of the City, expressed through its resolution, to do so.

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

a. The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City, expressed through its resolution, and then only upon such terms and conditions as may be agreed to by said Board. No such subcontracting, subletting, assignment, transfer, conveyance or other disposal of the contract shall be valid until filed in the office of the Commissioner of Accounts.

b. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

c. The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

d. The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

e. The Office of Equal Opportunity shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

f. The City's Sub-contractor Addition and Substitution Policy and Procedure is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: <http://www.city.cleveland.oh.us>.

B-12 DELAY FOR CAUSES BEYOND CONTROL.

If the contractor is delayed in complying with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control including orders, limitations or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or for any cause by which the director shall decide to justify the delay; then for all such delays and suspensions, the contractor shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of the contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the director.

B-13 PATENTS.

The Contractor shall be required to pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the contractor shall defend all suits or claims for infringement of any patent or license rights.

B-14 DELIVERY.

The vendor shall adhere to all stipulated delivery terms (e.g., material / service delivery upon a pre-set schedule, upon orders being placed, etc.). All service performance / material deliveries should be made only if the City of Cleveland has issued a valid, open Purchase Order (PO) with a sufficient free balance to

cover the full costs of the service being performed or materials being delivered. The City will not pay vendors for goods or services that are either delivered to the City under an invalid or unauthorized PO or were ordered using an expired contract. The City is not responsible for, and will not pay for, goods or services delivered to the City that are not authorized under the PO and contract under which a sale was purportedly made. Therefore, the vendor must not perform any services nor deliver any materials without a valid, open PO that authorizes the services / materials and that carries a sufficient free balance to cover the services / materials.

Upon delivery, some form of delivery documentation must be left with the City of Cleveland Department. For service performed, some Proof of Service documentation must be given to a City employee. For materials delivered, some Proof of Delivery or Packing Slip must be given to a City employee. In all instances, the delivery documentation must be signed and dated by a City employee in order to substantiate the services provided or materials delivered were as indicated on the documentation. City employees are charged with performing this verification, so vendors should allow adequate time for this review to occur. Failure to provide some delivery documentation, which received a City signature and date upon delivery, may result in payment delays.

B-15 LABORATORY TEST.

The City of Cleveland reserves the right to test all materials, equipment or supplies delivered during the life of the contract, at an independent laboratory to be designated by the Commissioner of Purchases and Supplies of the City of Cleveland. Where the result of such test shows the materials, equipment or supplies are not equal to the specifications, then the expense of making such test shall be paid by the contractor.

B-16 FAILURE TO MEET SPECIFICATIONS.

The delivery of any material, supplies or equipment or the performance of any work or services under the contract which do not conform to contract specifications will be rejected and the contractor notified immediately in writing of such rejection and the reason therefore. If the time for performance has not expired, and the contractor wishes to remedy the deficient materials, supplies or equipment or performance, it may notify the Commissioner of Purchases and Supplies of its intention to cure and may within ten (10) days make a conforming delivery of performance unless such time is extended in writing by said Commissioner. If said contractor fails to replace such nonconforming materials, supplies or equipment or otherwise cure such deficient performance of work or services, the City of Cleveland will purchase such materials, supplies or equipment or obtain the performance of such work or services of the character required on the open market or in case of work and services, by performance by City employees. In such event, the contractor and his surety shall be liable to the City for any excess costs and expenses thereby incurred.

B-17 SAFEGUARDS.

Any equipment to be furnished by the terms of this bid, shall be provided with safety controls, guards, and housing meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included as part of the bid.

B-18 STATE OR FEDERAL TAXES.

- a. The City of Cleveland is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.
- b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.
- c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

The contractor shall be and remain an independent contractor with respect to all services performed under said contract, and agrees to and accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law, which are measured by the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials and said contractor also agrees to indemnify and save harmless the City of Cleveland from any such contributions or taxes or liability therefore.

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

The freight prices made in the bid are to be in accordance with lawful freight or cartage charges in existence at the time the bid is made, and contract prices shall be increased or decreased by changes in the freight or cartage rates, provided that claims for additional freight or cartage be presented to the City of Cleveland within thirty (30) days after said advance in freight or cartage rates becomes effective. Reductions in freight or cartage prices will be deducted from the contract price.

B-21 INVOICING AND PAYMENT.

The Contractor shall submit invoices that appropriately reflect the work performed. Original invoices must be typed and legible. The City of Cleveland does not pay from duplicates or copies. Each invoice must be mailed as specified below:

- Original invoice to address as shown on Purchase Order under "BILL TO:"
- Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Cleveland, OH 44114, clearly marked "COPY".
- Address invoice questions first to the ordering department. The Division of Accounts will assist if the Department is unable to resolve the question.

The failure to deliver copies of invoices to the indicated location may lead to delays in payment.

Invoices submitted by the Contractor for payment must include the following information:

- Contractor Name, as it appears on the Contract;
- Contractor Mailing Address;
- Contractor Telephone Number;
- Contractor Facsimile Number;
- Contract Number;
- Purchase Order (PO) Number under which the work being invoiced was authorized;
- Contractor Invoice Number, which must be a unique (non-recurring) number;
- Invoice Date, reflecting the date that the invoice itself was issued to ;
- Timeframe that the invoice covers;
- A detailed itemization of labor and materials provided, including:
 - Date that work was performed / material delivered,
 - Location for each item of service performed / material delivered,
 - Line Item Number from the Contract's Schedule of Items (SOI) that is being invoiced,
 - Quantity of items being invoiced under each Line Item,
 - Unit Cost of each Line Item,
 - Extended Cost by each Line Item.
- delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.) with an acknowledgement signature and date from a City of Cleveland employee;

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-6000646. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

Any applicable discounts, as stipulated through the contract and/or PO, must be itemized and applied to the invoice. Any special instructions contained within the contract must also be followed.

If any invoice is erroneous or does not include the above required information, the City shall inform the supplier as to the reasons thereof and any corrective actions necessary to qualify the invoice for payment by the City. The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice.

B-22 EQUAL OPPORTUNITY.

This contract is a contract, and contractor is a contractor within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term, the contractor shall comply with all terms, conditions and requirements imposed on "contractor" in the Equal Opportunity Clause, Section 187.22(b) of

the Codified Ordinances of Cleveland, Ohio 1976, attached hereto and made a part hereof. A copy of such clause shall be made a part of every subcontract of agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom the contractor may deal.

PARAGRAPHS B-23 AND B-24 APPLY ONLY IF THE REQUIREMENT CONTRACT BID BLOCK IS MARKED ON BID PAGE 1 OF BID AND ON BID FORM.

B-23 DURATION OF CONTRACT.

The proposed contract shall be effective upon its execution and approval by the Director of Law of the City of Cleveland and, for the purpose of accepting delivery, shall continue in full force and effect for the period specified in the specifications and/or the Schedule of Items section of the bid, unless otherwise indicated.

B-24 REDUCTION IN PRICES.

The contractor agrees that if the price to the general trade is reduced while the contract is in effect, the City of Cleveland will receive the benefit of such reduction immediately. However, if the contract price is below the price to the general trade at the time the contract is awarded, the reduction provision will be effective only when the recognized price to the general trade reaches a level lower than the contract price or when the contractor reduces his own price to a level lower than the contract price.

B-25 EIGHT-HOUR DAY, MINIMUM WAGE, AND NON-DISCRIMINATION.

The Contractor agrees that it shall comply with the following provisions of the Charter of the City of Cleveland, which are, respectively, as follows:

Section 196. Except in case of extraordinary emergencies; not to exceed eight (8) hours will constitute a day's work and not to exceed forty eight (48) hours a week's work, for any City employee of the City of Cleveland in the classified service thereof, and for any workmen engaged in public work carried on or aided by the municipality whether done by contract or otherwise. The Council shall by ordinance, provide for the enforcement of the provisions of this section.

Section 197. Every contract for public work entered into by the City of Cleveland shall contain, and no contract shall be entered into unless it contains the following stipulations:

The Contractor hereby agrees that all persons employed by him will be paid wages which are not less than are paid by the City of Cleveland for similar or like work; but if said City has not established a rate of wages for any particular class of work to be performed under the terms of this contract, then said employees shall be paid wages not less than are generally paid therefore by others employing union labor in said City.

The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the Contract there will be no discrimination exercised against any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

B-26 LAWS, PERMITS, AND REGULATIONS

The contractor shall comply with all applicable laws of the Federal government, State, ordinances of the City or other municipality in which the work or services are being done and all applicable regulations and any authorized regulations, and shall be responsible for securing at his own expense any and all licenses, permits and certificates of inspection required by law or by the contract documents.

SERVICES, LABOR & MATERIALS - IF THIS CONTRACT IS FOR WORK, SERVICES, OR LABOR & MATERIALS, B-27, 28 AND B-29 APPLY

B-27 STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR AND MATERIALS.

If this contract contains labor, whether in part or in all, the contractor shall, in all cases during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save said City harmless from any and all liability arising from said act. He shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referred to. A copy of the official certificate or receipt showing the payments hereinbefore referred to, shall be submitted with the bid, or, if not included with the bid, shall be submitted with the signed contract. No work shall be commenced, or payments made, until the certificate or receipt is received by the City. The contractor shall maintain continuous coverage throughout the contract and shall notify the City in writing within 24 hours of receipt of notice of cancellation or reduction of coverage.

B-28 INDEMNITY

Contractor shall indemnify, defend, and hold harmless the City of Cleveland, Ohio, its officers, agents, and employees from all claims, demands, liabilities, loss, suits, causes of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission by Contractor or its agents, employees, subcontractors or suppliers, in performing work or services or furnishing labor and materials under this contract. This indemnification right is in addition to any other indemnification or contribution right of any indemnified party and shall survive completion of the work or services or furnishing of labor and materials.

B-29 WARRANTY

Contractor warrants, in addition to any other express or implied warranty required by law or the contract, that all work and services performed under this Agreement will be of good quality, free from faults and defects, conform to the contract documents, performed in a workmanlike manner according to good usage and

accepted practice, resulting in a merchantable product, and fit and suitable for their intended purpose, and that materials supplied will be of good quality and free from all defects, latent or patent.

B-30 OHIO CAMPAIGN FINANCE LAW

Pursuant to the Ohio Revised Code, as referenced below, the following language is hereby made a part of this document:

"Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1)."

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Ohio Revised Code, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

B-31 TITLE 48 C.F.R. ETC:

Certification Re: Federal Debarment, Suspension, Ineligibility or Voluntary Exclusion: Title 48 Code of Federal Regulations, Part 9, and other regulations, preclude the City from participating in a covered transaction, as defined in subpart 9.4, with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. By signing and submitting this document, the bidder certifies to City that it, its principals, any subcontractors, and subcontractor principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 2) Have not within the three-year period immediately preceding the submission date of this document been convicted of or had a civil judgment rendered against them personally or the company for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; or,
- 4) Have not within the three-year period immediately preceding submission date of this document had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of these statements in this certification, such prospective participant must attach a written explanation to this bid. Failure or inability to certify to any of these statements may be cause for rejection of the bid.

The Federal Debarred Listing is available at <http://www.epls.gov/>

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Code of Federal Regulations, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

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PART C: SUPPLEMENTAL CONDITIONS

C-1 SCOPE OF THE WORK:

Pursuant to Ordinance No. 181.101 (21) passage date June 02, 2008 the City of Cleveland is seeking to purchase, by one requirement contract ("Contract"), unarmed security officer services ("Services") for the City of Cleveland. Group A describes the services as will be required for various departments of the City of Cleveland, except the Department of Port Control. Group B describes the services as will be required by the Director of Port Control to prevent unauthorized access to various locations at Cleveland Hopkins International and Burke Lakefront airports ("Airports"), and to such other locations as may be determined by the Director of Port Control.

C-2 BASIS FOR AWARD:

Bidder must bid on both Groups A & B, all items for a period of one-year with an option to renew for one additional year exercisable by the Director of Finance, without any additional cost to the City of Cleveland. Only one contract award will be made to a single bidder for all departments including Port Control. **There will be no split award.**

The award will be made to the lowest and best bidder meeting all requirements of the specifications of both Group A and Group B. In the case of a conflict, the Group B specifications shall govern. Bidders must provide all specific documentation as required in both Group A and Group B.

The successful bidder must be fully capable of providing service to all City of Cleveland locations. Partial bids cannot and will not be considered.

The duration of the contract shall be for a period of two years, with an option to renew for one (1) one-year period, exercisable by the Director of Finance without any additional cost to the City.

C-3 COMMENCEMENT OF NEW CONTRACT

These specifications notwithstanding, if for any reason, the execution of the Contract is delayed until a date after the termination of either of the prior contract(s) for the services, the date for the provision of services shall be fixed by the Board of Control Resolution awarding the Contract. If the prior contract has not expired on the date of the award of the Contract, then the effective date of the Contract for each Group shall be the day after the expiration of the prior individual contract.

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Furthermore, Civil Aviation as well as various transportation modes and civilian venues remain prime targets for both domestic and global terrorism. In order to protect the safety and security interests of the City of Cleveland, all prospective Bidders and the incumbent Contractor wishing to bid on this or any subsequent Contract for unarmed security services serving the City of Cleveland shall take no action, such as but not limited to enforcement of a confidentiality agreement or a non-compete clause, that directly or indirectly may impede, hamper, halt, suspend or reverse security operations or City of Cleveland actions affecting the operations facilitated by this Contract nor any subsequent transition to a new Contractor prior to, during, or after the current Contract's expiration or any extension, amendment or modification thereto. Contractors shall take all necessary steps to facilitate the expeditious, continuous and unencumbered transition of operational protocols, property and personnel, from the service of the incumbent Contractor to the successful winner of this ITB and all subsequent contracts for unarmed security officer services. Accordingly, per C.F. R. 1542.101 requires Airports, to maintain a Security Program, therefore, no Contractor internal policy, procedure, rule or hiring agreement clause may interfere with the continuity of airport security operations as determined by the respective City of Cleveland facility or Administrative Managers nor with any portion of this contract.

C-4 HOURS OF OPERATIONS & OBSERVED HOLIDAYS

Hours of operations and holidays schedules will be determine and provide with the notice to proceed by each using facility.

Set forth below are the City of Cleveland observed holiday schedule:

New Year Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day or otherwise specified by the City

C-5 EIGHT –HOUR DAY, MINIMUM WAGE, AND NON-DISCRIMINATION

The Contractor agrees that it shall comply with conditions outlined in Section B-25, 196 and 197 herein:

The Contractor hereby agrees that all persons employed by him will be paid wages which are not less than are paid by the City of Cleveland minimum wage of **\$15.00** per hour for similar or like work;

But if said City has not established a rate of wages for any particular class of work to be performed under the terms of this contract, the said employees shall be paid wages not less than are generally paid therefore by others employing union labor is said City.

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The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the term of this Contract there will be no discrimination exercised against any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

C-6 FAIR EMPLOYMENT WAGE LAW REQUIREMENTS

Pursuant to Chapter 189 Bidder must read and complete attached Appendix A and return with sealed bid submission.

C-7 Deadline for Written Questions & Optional Pre-Bid Meeting:

Last day for Bidder to submit written questions is five business days prior to the scheduled bid opening date by 12:00pm noon est.

All questions must be emailed to: Purchasing@city.cleveland.oh.us & ldrake@city.cleveland.oh.us Attention: Lauren Drake, Project Director. Or by fax to 216-664-2177.

Bidders are strongly encouraged to visit our website for published Addendums or announcements :www.city.cleveland.oh.us.com

Bidder may attend optional pre-bid meeting as published in this Invitation to Bid.

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PART D: DETAILED SPECIFICATIONS

Group A: Department of Finance for the Various Divisions of City government

D-1 GENERAL INFORMATION

Group A: contains information on all the various divisions or facilities of City of Cleveland departments that currently requires the services of unarmed security officers, except the Department of Port Control. Due to significant additional requirements imposed by the requirements for airport operation, **requirements for Port Control are organized separately into Group B.**

There is variation across the departments in terms of requirements. The successful bidder must meet all requirements for all departments and divisions, without exception. Failure to meet all requirements or failure to quote all services for all departments and divisions exactly as specified may be cause for rejection of your bid.

The City of Cleveland reserves the right to inquire into all aspects of any bidder's qualifications for the contract.

D-2 PERFORMANCE

Unarmed, uniformed Security Officers are to be assigned to the locations as listed in Item. **D-20 Locations.** The City of Cleveland reserves the right to substitute, add, or delete locations as needed. Staffing levels and hours at each location are to be determined solely by the City of Cleveland. The City may or may not accept the contractor's recommendations for changes. The contractor shall in all cases comply with the directives of each department and division.

D-3 EMERGENCIES

In the event of an emergency, the Contractor shall divert security officers as directed by the City of Cleveland to meet the condition in compliance to Crisis Intervention Training (CIT) guidelines . No additional cost shall be charged for the diversion.

D-4 ATTENDANCE & REPORTING TIME TO WORK

1. The contractor shall require his employees to sign in and out, in an attendance log at the start of each shift and at the end of the workday. The successful contractor shall be required to include the attendance log with all invoices.

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2. No security officer will work more than **12 hours in any 24-hour period**. The City of Cleveland is not responsible for overtime charges unless previously approved.
3. In accordance to the Fair Labors Standards Act requires employees to be paid for time when their employer required them to be on the job. All security officers must be in place and prepared at the start of each shift, without exception. The contractor is responsible for having qualified staff in place at all times. The contractor is required to have a failsafe procedure in place for ensuring ahead of time that coverage is in place at the start of each and every shift. **Guards must report to work 15 minutes prior for transfer purposes and information transference.** In the event that the contractor's employee is going to be late or fails to show, the contractor is still required to have qualified replacement coverage in place at the start of the shift to ensure uninterrupted coverage. The successful contractor will be provided actual schedules and shift report times to determine all billable working hours to be paid.
4. Security officers are essential and must report to work fifteen minutes prior to shift and on time even in a weather emergency.

D-5 SCOPE OF WORK

1. The contractor must be able to furnish all personnel with **2-way radio equipment** and shall be responsible for the provision and operation of all radio communications including dispatch, base station, and repeater. Eight (8) minimum maybe required to coverage specified facility if necessary. The contractor shall also, furnish all personnel with materials, supplies, uniforms, and supervision needed to satisfactorily perform the security officer services required by this contract.
2. The contractor shall supervise all personnel required to perform the security officer services through a designated supervisory representative along with the City of Cleveland's designated supervisory representative.
3. The contractor shall submit to the appropriate Department/Division the Security officer Manual, Supervisor's Manual, and local supplemental instructions required.
4. Contractors shall pay the security officer in accordance with the Fair Employment Wage Law as specified in Chapter 189 of the Codified Ordinances of Cleveland, Ohio, as specified in Section D-32 the current rate is \$15.00 per hour.

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5. The hourly rate to be paid to a security officer must be provided to the City along with the bid rate. The City will only reimburse the hourly rate bid for each hour of work. The City will not reimburse for Holiday Pay or Overtime Pay, unless it is requested for special events (Category C).

D-6 DUTIES OF INDIVIDUAL SECURITY OFFICERS

1. Protect life and property from fire, accident, theft, sabotage, and trespass.
2. Make assigned patrols throughout the facility and all adjacent grounds that belong to the City of Cleveland; as directed by the Management of the appropriate Department/Division from standard routes and times will be documented in the security officer's daily shift report.
3. Report any evidence of fire, theft, vandalism, and break-ins immediately to the Division and the Cleveland Police Department.
4. Report safety hazards and/or security deficiencies promptly to the Management of the appropriate Department/Division.
5. Guard and protect all facility information, documents, material, and equipment from all unauthorized access – which includes unauthorized access to the buildings or grounds.
6. Discover and notify appropriate of all trespassers or person who gain or attempt to gain unauthorized access to the facility.
7. Report any irregularities or disturbances that occur in areas adjacent to the facility to the Police and the management of the appropriate Department/Division.
8. When authorized, receive, retain, and turn over to appropriate persons official mail, messengers, and telegrams to the facility during non-duty hours. Also, security officers are responsible for signature and safeguarding of package deliveries.
9. Notify the designated supervisor or point contact for each facility, whenever Fire, EMS, or Police are called.
10. Establish procedures to report violations of security procedures to the appropriate City of Cleveland officials.

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11. Prepare reports on accidents, fires, and bomb threats. Maintain and make available all records in connection with the duties and responsibilities assigned to the position.
12. Enforce personnel identification procedures prescribed at the facility. Register every visitor. Issue visitor's passes and perform necessary coordination with facility personnel as designated by the management of appropriate Department/Division.
13. **Traffic Control:** Where and when applicable, direct traffic; control and monitor admittance to parking areas.
14. **Lost and Found:** Receive, give receipts for, and store lost and found articles pending return to owners.
15. **Equipment Operation:** Perform minor equipment operations and/or record data regarding building systems when required by the Contracting Officer.
16. **Post Orders:** Contractor is responsible for the development of post and patrol orders within fifteen (15) days of the agreement and subject to the approval of the Contracting Officer.

D-6A. CONFIDENTIAL INFORMATION: Contractor shall safeguard any proprietary information of the building or its tenants which may come to its attention in the course of its duties or services provided under the contract. Such failure to safeguard such information may subject Contractor to criminal liability.

D-7 PERSONNEL QUALIFICATIONS

1. GENERAL

In accordance with 49 C.F.R. 1542.3, requires the City's Airport Security Coordinators to review all security –related functions and to review and control the results of employment history, verification, and criminal history record required by the Transportation Security Administration. The Contractor shall submit to the Contracting Officer, at least five (5) business days prior to the inception of the contract, all employment related data. Including, but not limited to, criminal record checks, training records and completed employment application for the Contractor all employees who will have access to the grounds during the performance of the contract. Employment dates for replacement employees must be submitted at least three (3) days prior to entrance on duty. If the Contracting Officer receives an unsuitable report on any employee after processing the employment date, or if the Contracting Officer finds the

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prospective employee to be unsuitable or unfit for duty, The Contractor cannot begin or continue to work under the contract.

In accordance 49 C. F. R. 1542.3 , security regulations, procedures and policies and requirements and regulations the Contracting Officer may reserves the right to interview all prospective security officer candidates. No employee is permitted to work under the contract until the Contracting Officer approves the employment. City officials need to approve that these requirements have been met before a security guard can be hired.

2. PHYSICAL CONDITION AND HEALTH REQUIREMENTS

The health and fitness of those in security-related positions is critical to the safety of Cleveland Airport System and for all facilities in the various divisions of City government.

The Health Insurance Portability and Accountability ACT (HIPPA) prohibits the unauthorized disclosure of protected information. Therefore; all employees assigned by the Contractor to this contract must be physically able to perform their duties and be free of communicable diseases. All security officers must have weight in proportion to height; have no physical defects or abnormalities that would interfere with job performance; have binocular vision correctable to 20/30; be free of color and night blindness; and be capable of hearing normal conversations without a hearing aid. The Bidder must ensure all hired officers meet or exceed the requirements and pay for all cost associated for required physical examination. **This information is often obtained by the employer's or contractor by having the employees sign a waiver, allowing this release of specific health information if requested. If the bidder is providing physical exams for their security personnel , the cost may be included in the hourly rates of the bid.**

D-8 OTHER QUALIFICATIONS

All security officers must meet these additional minimum qualifications:

- a) Age – Be at least 21 years of age at the time of employment under this contract. Each security officer shall have a high school education or its equivalent.
- b) Driver License – Airport personnel **must** have a valid Driver's license and be willing to drive on Airport property as required for duty purposes.
- c) Literacy – Be able to read, write, and understand English.
- d) Job Knowledge – Be able to learn all duty requirements of a security officer within the terms of the contract.
- e) Appearance – All security officers must present a professional image. Uniforms must be clean and pressed. All male officers will be clean-shaven, except for mustaches that do not extend beyond

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the edges of the upper lip. Sideburns cannot extend below the lower edge of the ear. Hair shall present a tapered appearance of the officer's cap. Female Officers will be neatly groomed. Jewelry shall not be excessive or restrict execution of duties. Hair shall not be styled to restrict execution of duties.

- f) Citizenship – each security officer shall be a citizen of the United States of America.
- g) Conduct – The contractor will be responsible for maintaining the high standards of employee competency, conduct, appearance, and integrity set forth in the contract. The Contractor will be responsible for taking disciplinary action against his employee as necessary.

D-9 TRAINING ALL CITY OWNED FACILITY

1. GENERAL REQUIREMENTS

The minimum training requirements for security officers assigned under the contract is the 120 hour Private Police Academy course as specified by the Ohio Peace Officers Training Council. The Contractor must provide to the Contracting Officer certification of completion in good standing of the 120-hour course for all employees performing under the contract in sealed bid submission.

2. CRISIS INTERVENTION TRAINING REQUIREMENTS -

The City of Cleveland recommends that contractor have their officers complete 8 hours of Crisis Intervention Training (CIT) for all guards working at a City of Cleveland facility. However, this is not a mandatory training, but if offered, bidder must provide proof of training certificate in sealed bid submission.

Crisis Intervention Training (DN16-122) shall consist of the following requirements:

- a. When encountering a person known or suspected to have a mental illness, members shall:
- b. Not rush the situation
- c. Try to address as many needs of the person as possible
- d. Request a Crisis Intervention Team(CIT) officer respond to assist, if one is not on scene.
- e. Be aware that persons may recognize the CIT Officer pin or badge and may respond positively just because a CIT officer is on scene.
- f. Contact (911) for direction if the person is uncooperative, but not an immediate threat to themselves or others.
- g. Attempt numerous communication and de-escalation techniques in an effort to lower the tension and anxiety for the person and others.

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h. Request Emergency Medical Services (EMS) to respond at the first signs of physical distress (e.g., changes in level of consciousness or alertness, breathing irregularities).

i. Request Emergency Medical Services to respond if a person is in emotional distress and is uncooperative with being placed in zone car and would benefit from being transported in an ambulance.

h. After arriving on scene and verifying that the person is in crisis and violent (using or involving the use of physical force to cause harm to someone or something), or in need of medical assistance, request EMS to respond.

*A crisis incident is as identified medical emergency

*Based on the totality of the circumstances, and EMS supervisor may also be requested to respond to the scene.

* Guard/Police Members shall assist EMS personnel.

* Guard / Police members shall be responsible for physical control,

if a medical condition does not exist, and may be responsible for moving the person to the stretcher and/or to the ambulance.

*If a medical and crisis condition exists, Police members, shall be responsible

for moving person to the stretcher and/or ambulance. EMS personnel are responsible for the immediate medical concerns of the person in crisis.

*EMS personnel are for ensuring that the person's immediate medical concerns are met.

3. DEPARTMENT OF PORT CONTROL TRAINING REQUIREMENTS

Our (4) hours of training at the site to which they are assigned. Airport specific training will be different and identified under Section B. This training will familiarize the employee with the layout of the site they will be protecting. This training will be conducted by the security officer's supervisors and will be provided at no cost to the Contracting Officer. Additionally, all replacement employees are required to have four (4) hours of on-site training before entering duty under the contract. This training will be provided at no cost to the Contracting Officer.

4. PERIODIC TRAINING

All security officer personnel in service performing under the contract may be required to undergo quarterly in-service training to ensure their on-going ability to perform satisfactorily. This training will include, but not

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limited to, FFA, Homeland security , fire protection, laws of arrest, public relations, and first aid.

D-10 DUTIES OF SUPERVISOR REPRESENTATIVE

1. Exercise supervisory responsibilities over the security officer to insure that the required services are provided on a continuous basis at each facility.
2. Receive special security officer instructions from the management of the appropriate Department/Division and see that these are executed properly by the security officer on site.
3. Serve as the point of contact at a facility between the Contractor and Department/Division management.
4. Handle and dispose of complaints and violations of security officer instructions.
5. Inspect each security officer shift unannounced no less than three (3) times each calendar week to observe the conduct of the security officers from the standpoint of efficiency, conduct, and compliance with security officer regulations and instructions; then enter the results thereof in the security officer log book.
6. The Contractor's Supervisory Representative shall have had at least two (2) years of successful protection experience and have demonstrated the ability to satisfactorily perform the supervisory and administrative responsibilities required by this contract.

D-11 LICENSES

The Contractor shall hold a class A or C license pursuant to Chapter 4749 of the Revised code. Each bidder shall submit a copy of its license with its bid. Each security officer used in the performance of this contract shall be registered the Ohio Department of Commerce as an employee of the Contractor pursuant to Chapter 4749 of the Revised Code. The Contractor and each security used in the performance of this contract shall meet all applicable requirements imposed by Chapter 4749 of the Revised Code, Chapter 109 of the Revised Code, Chapter 670 of the Codified Ordinances, and such other laws or regulation applicable to their conduct.

D-12 RECORDS

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The following records shall be furnished by the Contractor to the appropriate Department/Division prior to the initial entrance of the on duty security officer.

1. For each security officer used in the performance of this contract, a copy of the identification card issued to the officer by the Ohio Department of Commerce shall be submitted.

D-13 COMMUNICATION

1. Security officers must have the ability to communicate with outside entities in case of emergencies. They must have 2-way radios.
2. The Contractor must provide a minimum of two (2), 2-way radios with chargers to the City of Cleveland's Supervisory Representative.
3. Airport needs telecommunication services for vehicle gates and concourse guards.

D-14 LIABILITY, BONDS, AND INSURANCE

1. LIABILITY

The contractor will assume full responsibility for any act of his employees. Contractor is responsible for the safety of its personnel and for assuring the continuing safety of the facility. Contractor is responsible for assuring that all of its personnel, equipment, and materials are in conformance with the Occupational Safety and Health Act and all other applicable State, Local, and Federal laws, and regulations.

2. BONDS

The contractor shall provide any official bonds required, and pay any fees for costs involved to ensure his employees can act in the manner necessary to carry out duties under the contract.

3. INSURANCE

The contractor shall, at its own expense, keep and maintain Worker's Compensation and employer's liability insurance. The contractor shall also keep and maintain comprehensive automobile liability and comprehensive general liability insurance including all hazards and broad form contractual liability with limits on no less than \$500,000 for each person and \$500,000 for each occurrence and \$500,000 for property damage. In addition, the Contractor shall maintain umbrella liability with limits of liability of the \$1,000,000 each occurrence and limits of liability \$1,000,000 aggregate. Such insurance shall include the interest of the Contracting Company as additional insured. Contractor shall also show evidence of 3rd Party Dishonesty Bond of Fidelity bond in the amount of \$50,000 coverage.

4. SUBCONTRACTORS

The Contractor shall not sub-contract or assign any portion of its work under this contract without the prior written approval from the City of Cleveland.

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5. TAXES

Contractor accepts full and exclusive responsibility and liability for payment of Federal and State payroll taxes and for contributions for unemployment insurance, old age pensions, annuities, retirement, and other benefits, imposed or assessed under any

provision of any law of State or Federal and measured by wages, salaries or other remuneration paid or payable by Contractor to its employees engaged in the work under this contract or any operation incidental thereto.

D-15 SECURITY

1. LIMITED ACCESS TO BUILDINGS

The Contractor will not permit any individual to have access to any building assigned under the contract until the Contracting Officer determines that such access is in the best interests of the Contracting Officer.

2. CRIMINAL LIABILITY

Failure to safeguard any proprietary information that may come to the Contractor or his employees of disclosure of information relating to the services hereunder to persons not authorized to receive it

may subject the Contractor to criminal liability. Additionally, criminal proceeding will not preclude the Contracting Company from pursuing civil action against the Contractor.

D-16 SUPPLIES, MATERIALS, & EQUIPMENT

A. FURNISHED BY THE CITY OF CLEVELAND

1. EQUIPMENT & SUPPLIES

- Protective equipment where installed, including alarm systems, closed circuit televisions, intercoms, and any repair and maintenance of the equipment.
- Telephones as necessary
- Guard Office and office equipment excluding office machines
- Sentry Booths
- Utilities
- Tablets compliance checks, when available.

2. PROPERTY ACCOUNTABILITY

All property furnished by the City of Cleveland will remain the property of the City of Cleveland. Upon termination of the contract, the Contractor shall give a full account of all property that has come into his possessions under the contract.

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3. SAFEGUARDING PROPERTY

The Contractor will take reasonable precautions to safeguard all Contracting Company property in his custody. The Contractor assumes the risk and responsibility for any loss or damage to Contracting Company property.

4. USE OF CONTRACTING COMPANY PROPERTY

The Contracting Company shall be sued only for official business under the contract.

B. FURNISHED BY CONTRACTOR:

The Contractor will furnish, install, operate, and maintain at no cost to the City of Cleveland all other equipment and supplies for performance under the contract including, but not limited to:

1. Communication Equipment – Base stations and portable radios as necessary
2. Uniforms – All uniforms will be the same style and color, wash and wear with company logos and/or imprints. No security officer may enter duty until he/she has a complete uniform.
3. Personal Equipment – Flashlights, including batteries, spare parts, and foul weather gear will be provided.
4. Report forms and log books – All logs and forms used to record normal daily activity and special or emergency incidents will be provided. These reports and logs will become the property of the City of Cleveland as they are completed.

C. MISCELLANEOUS:

1. Cleanliness – the contractor's employees are expected to keep all equipment and office space as clean as possible.

D-17 DEDUCTIONS FOR FAILURE TO PERFORM

A. WORK PERFORMANCE DEDUCTIONS

1. Use of City of Cleveland employees to do work involved.

as specified in the contract.

2. Use of other City employees to work under this contract.
3. Deduction of posts not covered.

involved.

DEDUCTIONS
Hourly rate X man hours

Cost + 20%

Hourly rate X man hours

B. NON-WORK PERFORMANCE DEDUCTIONS

Deductions will be made for failure to respond or report in a timely manner to alarm signals, suspicious activity, open doors and other security-related problems. These

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deductions are subject to evaluation by the City of Cleveland based on the frequently and seriousness of the deficiency.

D-18 BID REQUIREMENTS

Submitted sealed bids shall address all of the foregoing requirements and information. The contractor shall quote an hourly rate for each security officer position. The contractor is expected to have physically reviewed the job site and/or facility and to look at any safety plans for the building as they pertain to the security function.

Bids shall include:

- A summary of your requirements for qualification, initial training, and on-going educations of security officer employees.
- A list of references and names of organizations similar in size and scope that currently contract for your services.
- Hourly rates and minimum charges for additional coverage for special events, courier service, and off-site security needs when required.

* PLEASE NOTE: All overhead costs including vehicles, dispatch radios, repeaters, supplies, uniforms, etc., are to be **included in the hourly rate quoted by the vendor.**

D-19 GENERAL CONDITIONS

It is understood that the contractor and its designated supervisory representative shall cooperated fully with the appropriate Department/Division and its designated supervisory

representative in all aspects of the total operation of this security officer program, and also with the following provisions:

1. The Department/Division personnel shall have the authority to relieve any officer it has found unsuitable or unable to perform their respective duties and then inform the Contractor as soon as possible.
2. The Contractor must be able to provide additional security given a 24-hour notice.
3. (DIVISION OF RECREATION ONLY) The contractor must meet once weekly with the Division of Recreation for the Divisions of the summer program at any mutually designated site.

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4. The contractor, with at least 48 hours' notice, must implement any change in operational practice that the City of Cleveland feels is necessary to deliver a more efficient program.
5. Documentation of hours worked at any location will need to be submitted in the event of a billing dispute. The City of Cleveland will then decide whether a claim is legitimate. Invoice payment will be adjusted accordingly.
6. The City will designate those managers who have the authority to adjust days and hours worked by security officers as well as locations. Changes requested by other employees are not to be accepted by the vendor.

D-20 OFFICER LOCATIONS FOR GROUP A

List of probable sites for security: REFER TO BID SCHEDULE OF ITEMS PAGES AND SECTION D-25 for Group B.

Additional sites and hours may be added for various other Department/Divisions of the City of Cleveland during the duration of the contract. Listed sites and hours may also be changed and deleted, at the sole discretion of the City of Cleveland. The contractor cannot change, alter or delete sites or hours without the written approval of the City of Cleveland.

D-21 SPECIAL PROVISION RELATING TO ACCEPTANCE OF DELIVERY

Anything in paragraph B-25 to the contrary notwithstanding in the event that execution of contract is delayed for any reason beyond the date immediately succeeding the termination of a prior contract for the items which are the subject of this invitation to bid, the date for the acceptance of delivery of said items shall be as fixed by the board of control resolution making the award of contract therefore. Should such prior contract not have expired on the date of award of the present contract, then the effective date of the new contract will be the day following the expiration of the prior contract.

D-22 QUALIFICATION OF BIDDERS

Any contract awarded as a result of this solicitation will go to a bidder who is now and has been regularly in the business of providing protection services (protection services means work which has been conducted under contract for a private or public contractor facility involving uniformed officers on a full-time basis).

Each bidder shall upon request of the Contracting Officer, furnish after bid opening, such information and data as may be required to establish his/her responsibility. This may include, but not limited to, financial resources, existing business commitments, record of performance under current or prior contract with commercial and governmental sources, organization, experience, resumes of key personnel and any other items needed to conclusively demonstrate ability to satisfactorily perform the contract work.

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GROUP B: Department of Port Control – Airports

D-23 SCOPE OF WORK

In addition to the requirement in Section D-3 and in accordance to 49 C.F.R. 1542.213 requires individuals performing security related functions must be trained using a TSA-approved curriculum and briefing on security directives, information circulars, and the Airport security program. All instances of oversight requires the City in this bid are to ensure that the City is in line with federal regulations and laws. Therefore; the Contractor shall provide all necessary labor, supervision, uniforms, equipment (including patrol vehicles) safety gear, materials, and supplies to implement the security programs at the Airports. In addition, the Contractor shall hire, train, supervise and discipline its security personnel. All hiring, firing, training and equipment used by the Contractor in support of services on this bid are subject to approval by the Deputy Commissioner or his/her designee.

Furthermore, Civil Aviation remains the prime target for both domestic and global terrorism. In order to protect the safety and security interests of the Airports, all prospective Bidders and the incumbent Contractor wishing to bid on this or any subsequent Contract for unarmed security services serving the Department of Port Control shall take no action, such as but not limited to enforcement of a confidentiality agreement or a non-compete clause, that directly or indirectly may impede, hamper, halt, suspend or reverse security operations or City/Airport actions affecting the operations facilitated by this Contract nor any subsequent transition to a new Contractor prior to, during, or after the current Contract's expiration or any extension, amendment or modification thereto. Contractors shall take all necessary steps to facilitate the expeditious, continuous and unencumbered transition of operational protocols, property and personnel, including the site manager, compliance officers and security officers, from the service of the incumbent Contractor to the successful winner of this ITB and all subsequent contracts for unarmed security officer services. Accordingly, no Contractor internal policy, procedure, rule or hiring agreement clause may interfere with the continuity of airport security operations as determined by the Deputy Commissioner or his/her designee nor with any portion of this contract.

For these purposes and others:

- A. The Contractor shall furnish all on duty personnel with a secondary means of communication on posts that do not possess two communication devices. Ruggedized cellular telephones for concourse guards, Compliance Officers, vehicle gate posts, and other specialty security services such as construction gates as required.

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- B. The Contractor shall supervise all personnel required to perform the officer services through a designated full-time site manager to work in coordination with the Airport Security Coordinator(s). The Site Manager position is to be a non-exempt salaried position to be included in the costs comprising the security officer hourly bid rates and shall not be considered a separate paid post.
- C. The Contractor shall submit to each respective Airport, the Security officer Manual, Supervisor's Manual, and local supplemental instructions required along with any reports, logs and procedures deemed necessary or appropriate by the Deputy Commissioner or his/her designee. Cleveland Hopkins International Airport ("CLE") will provide Post Orders for each assigned post.
- D. Civil Aviation remains the highest profile target of global terrorism. In order to ensure that the Cleveland Airports are safe and secure, the Contractor must be able to attract, employee and retain the most qualified and best trained security staff. Therefore, the Contractor shall pay the security officers assigned to Airport duty in accordance with the Fair Employment Wage Law and based on the following guidelines:
1. All Security Officer employed as Security Officers at CLE, or other similar facility, will be paid at least the rate identified in the City of Cleveland Fair Employment Wage Ordinance, Charter 189 of the Codified Ordinances; Hourly rate for CLE Security officers is \$15.00/hour.
 2. Security Dispatch officer employed at CLE will be paid according to the guidelines identified in (D)(1) above plus \$1.00/per hour at a maximum rate of \$16.00/per hour.
 3. Security Compliance officers will be paid according to the guidelines identified in (D)(1) & above plus \$3.00/per hour to a maximum rate of pay of \$18.00/per hour.
 4. All security Contractor personnel assigned to the Airport must be able to accrue leave at the rate of at least Eight (8) hours of paid personal leave for every 160 hours worked (12 days'/year accrual maximum); Any unused earned leave remaining at the end of this Contract must be irrevocably paid to each security/compliance officer no later than the close of business on the last day of this Contract.
- E. The hourly rate to be paid to all Contractor personnel engaged for work at the Airport must be provided to the City along with the bid rate. The City will only reimburse the hourly rate bid for each hour of coverage provided at each designated paid duty post. The City will not reimburse for Weekend Pay or

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Overtime Pay necessary to provide uninterrupted service to paid duty posts, such as meals, breaks, or call-offs nor for as-needed services as indicated in (D-24). Holiday Pay is reimbursable for services provided only on Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day and Thanksgiving Day or otherwise specified by the City. Holiday pay will be paid to employees at a rate of time and half plus 8 hours of regular pay if working the holiday.

- F. A total of three (3) properly equipped and marked vehicles will be provided by the Contractor for continuous use by the Officers at the Airport locations (two (2) for Hopkins and one (1) for Burke Lakefront) to be included in this bid. The City will reimburse the Contractor for vehicles requested in excess of the three units identified above at the daily rate per each vehicle provided by the Contractor, as indicated on the Bid Schedule; however, each of the vehicles provided by the Contractor to the Airport(s) must meet or exceed the minimum requirements listed below.

Each Vehicle provided for Hopkins Airport service must:

1. Must be a mid-size SUV that will Comfortably seat a minimum of 4 adults (including the driver) and their duty gear
2. Be equipped with 4-Wheel (4x4) or All-Wheel-Drive (AWD) powertrains
3. Be equipped with a light bar and other emergency lighting and equipment as required by the Deputy Commissioner or his/her designee
4. **Be temporarily marked with the Company Logo as approved by the Deputy Commissioner or his/her designee**

Each Vehicle provided for Burke Airport service must:

5. Comfortably seat a minimum of 4 adults (including the driver) and their duty gear
6. Be equipped with 4-Wheel (4x4) or All-Wheel-Drive (AWD) powertrains
7. Be equipped with an Aviation-frequency mobile receiver;
8. Be equipped with a light bar and other emergency lighting and equipment as required by the Deputy Commissioner or his/her designee
9. Be temporarily marked with the Company Logo as approved by the Deputy Commissioner or his/her designee

Each of the three (3) Vehicles provided for permanent Airport service must meet all of the requirements noted above and:

10. Bear permanent vehicle decals as required by the Deputy Commissioner or his/her designee

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11. Be equipped with a full-size permanently mounted light bar and other emergency lighting and equipment

D-24 HOURS OF SERVICE

The Services shall be available twenty-four (24) hours a day, seven (7) days a week, every week of the year, as designated by the Director. Additional Services may be required on an as-needed basis and ordered by the Deputy Commissioner or his/her designee. As-needed Services shall be available upon two (2) hours telephone notice to the Contractor. If as-needed Services are required to replace a security officer previously scheduled to work, the as-needed Services shall be available upon one (1) hour telephone notice. **No Overtime shall be paid by the City for as-needed Services.**

Contractor shall provide a sufficient number of qualified personnel to allow for periodic breaks, meals, and relief of those personnel on duty at each designated paid duty post in order to ensure continuous security coverage at the assigned locations. Security officer personnel shall not be permitted to leave their assigned duty post or patrol area unattended for any reason without proper relief. Additional staffing to properly relieve the designated duty posts, is to be provided by the Contractor and the cost for such coverage shall be included in the costs comprising the security officer hourly bid rates and shall not be considered a separate paid duty post.

D-25 LOCATIONS

The Contractor shall furnish security officer services to various locations at the Airports, and to such other locations as may be specified by the Director. There are presently a combined total of 10 authorized duty posts serving both Airports; however, adding or canceling duty posts as well as Compliance Officers may be done as operational needs change as required by the Director or his/her designee.

Currently authorized Airport security officer paid duty posts are as follows:

- 2 posts – 24 hours per day/7days per week (Vehicle Gates E-4, E-8, subject to change)
- 4 posts – 22 hours per day/7days per week (Compliance Officers)
- 3 posts – 24 hours per day/5 days per week (Dispatch Officers)
- 2 posts – 16 hours per day/7 days per week (Concourse Officers; 1st and 2nd Shift)
- 1 Post - 8 hours per day/7 days a week (Concourse Officer; 3rd Shift)
- 1 Post- 9 hours per day/7 days a week (Exit Lane Officers)
- 1 Post – 8 hours per day/7 days per week (Burke Lakefront Airport Patrol)

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D-26 QUALIFICATIONS OF BIDDERS

- A. Each bidder shall provide evidence that it has a minimum of five (5) continuous years of experience in the last ten (10) years in operating and managing a large scale security service.
- B. Each bidder shall be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland at such time as a Contract is signed and for the entire duration of this Contract.
- C. Each bidder shall possess all applicable licenses, certificates, permits and other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the bidder at the Airports or elsewhere at such time as the Contract is signed. Copies of all applicable licenses, permits and certificates may be required to be produced by the Successful Bidder before the contract commences.

D-27 STANDARDS OF SERVICE

The essence of this Contract is to provide continuous, high-quality, customer service oriented security coverage at the assigned locations. Contractor shall meet the following minimum standards of service at all times during the Contract term:

- A. Providing Services: Ensure that all Contractor personnel providing Services maintain the security and integrity of each location and perform such other security services as the Director or his/her designee may assign from time to time. Services provider are as follows:
1. Security Officer – Title covers all types of security officer at the Airport except Compliance Officer. Title also includes Shift Lead, Dispatcher and Shift Supervisor.
 2. Compliance Officer – Specially trained Security Officers that conduct investigations, audits, testing, training, surveillance and other tasks as assigned by the Deputy Commissioner or his/her designee. Due to the nature of Compliance Officers responsibilities they will report directly to the Deputy Commissioner or his/her designee.
- B. Licensing: Maintain at least a Class "C" license, issued under the applicable provisions of Sections 4749.01 through 4749.13, inclusive, and 4749.99 of the Ohio Revised Code.
- C. Training: Provide fully trained and qualified personnel as are necessary to perform the Services in a top quality manner at all times.
- Contractor shall ensure that all security officers assigned under the Contract are:

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1. Registered with the State of Ohio in accordance with the provisions of Section 4749.06 of the Ohio Revised Code;
2. Have been issued a written certification by the State of Ohio;
3. Have been fully trained in basic general security procedures;
4. Have had a minimum of one hundred twenty (120) hours Ohio Peace Officer Training Council documented training or approved equivalent as determined and approved by the Deputy Commissioner or his/her designee;
5. Tele-communicator certification for any security officer required by the Deputy Commissioner or his/her designee to serve as Dispatcher.

Contractor shall ensure that all security Compliance Officers assigned under the Contract meet all of the requirements listed above and must successfully complete the American Association of Airport Executives, Airport Certified Employee – Security training course within 6 months of being hired. Compliance officers must also be assigned the same equipment as guards in case of emergency situations where they must stand a post. Compliance officers will be required to receive all the training the uniformed guards receive and an additional 160 hours of OJT. New Compliance officers will be placed under a 90 probation period to ensure they can grasp the complexities of the position.

Contractor shall provide each officer with a minimum of thirty-six (36) hours of airport-specific training prior to assuming any airport post unassisted. Training will consist of four (4) hours of initial orientation training, (16) hours of On the Job training of Concourse Duties and (16) hours of On the Job Training of gate guard duties. An additional one (1) hour of training for anyone performing escort duties, and an additional four (4) hours of training for anyone conducting construction gate duties will be required. Recurrent or refresher airport-specific training of four (4) hours shall be conducted at least once every six (6) months or more as needed or required by the Deputy Commissioner or his/her designee. All material for training must be approved by the Deputy Commissioner or his/her designee. All required training must be documented and records maintained for at least twenty-four (24) months after the departure or removal of any individual providing Services at the Airports. A full record of training provided to each officer must be provided to the Airport quarterly. All training will be provided at the Contractor's sole cost.

D. Badges and Uniforms: Require all personnel to wear distinctive patches displaying the Contractor's name, tags indicating the employee's name, and to be clean, neatly dressed and appropriately uniformed. (Refer to Section D-30.) The site Manager need not be uniformed. Compliance Officers will have one Uniform for VIP activities and will have civilian dress attire as stated in D-30 and one Compliance Officer Badge as designed by the Deputy Commissioner or designee.

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- E. Personnel Conduct: Control the conduct, demeanor, and appearance of all personnel and, upon any objection by the Director or his/her designee concerning such issues, take all steps necessary to remove the cause of the objection.
- F. Personnel Character: Not assign any security personnel whose integrity, honesty, motivation and trustworthiness may be subject to question for any reason.
- G. Personnel Background Investigations: As required by the Transportation Security Administration, Contractor shall conduct, at its sole expense, a ten (10) year background check and obtain a fingerprint-based criminal history check on all personnel required to have secured area access credentials for unescorted access.
- H. Supervision: Provide eight (8) hours a day, Monday through Friday (hours determined by the Airport), every week of the year, fully-qualified, experienced and competent on-site supervisor to manage, supervise, and coordinate all Services with the Department. The Supervisor shall have complete responsibility for the day-to-day performance of the uniformed security personnel and the authority to respond quickly and definitively in all matters affecting the Services. The on-site supervisor shall be telephonically available twenty four (24) hours a day, seven (7) days a week to give direction to staff or respond to Airport requests for emergency situations. They should be able to respond to the airport within an hour if situation requires their assistance. Contractor must also provide area-wide supervisory personnel as specified in Subsection D-27 paragraph I, below, and Section D-28 paragraph A. These positions shall be included in the bid as described in section D23, paragraph B. Each working shift will have a lead officer that is identified and that can direct staff, answer questions, and coordinate with Airport personnel in the absence of the Site Supervisor. In the event of a call off or no show that the Site-Supervisor or Manager works, the City will not be invoiced for the Supervisor/Managers hours of service covered. Contractor will be responsible for these hours and will not invoice DPC.
- I. Inspections: On-site, supervisory personnel shall make, at a minimum, one unannounced inspection, per shift, per week of Contractor's personnel and record all findings on the Report of Inspection, which shall be submitted to the Deputy Commissioner or his/her designee within three (3) business days after each inspection. Inspections shall be coordinated to assure that, in each calendar month, every security officer is subject to at least one unannounced inspection. All Reports of Inspection must be signed by the on-site supervisor filing the report.

Contractor's area-wide supervisory personnel shall make, at a minimum, one unannounced inspection per month of Contractor's personnel and record the findings on the Report of Inspection, which shall be submitted to the Deputy Commissioner or

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designee within three (3) business days after the inspection. All Reports of Inspection must be signed by the area-wide supervisor filing the report. Inspections shall be coordinated to assure that, in any calendar quarter, each security officer is subject to at least one unannounced inspection.

Inspections shall, at a minimum, include the following:

1. The inspecting supervisor shall arrive at the security officer's location at a random, unannounced time and shall observe the security officer in the performance of his/her duties for a minimum of twenty (20) minutes.
2. The inspecting supervisor shall log the time of his/her arrival and departure, the duties observed, and his/her findings in the Report of Inspection.

J. **Failure to Inspect Penalties:** If any required inspection is not performed, or the findings are not reported as required, the following penalties will be assessed against the Contractor for each occurrence:

1. Failure of on-site supervisor to perform an inspection and/or timely submit an on-site inspecting supervisor's Report of Inspection: Five (5) hours regular time wages.
2. Failure area-wide supervisor to perform an inspection and/or timely report/submit an area-wide inspecting supervisor's Report of Inspection: Ten (10) hours regular time wages.
3. Failure to complete and report any three (3) Inspection Reports in a calendar quarter, or any five (5) Inspection Reports in two consecutive calendar quarters **may result in the cancellation of the Contract** by the City, in the Director's sole discretion, and will result in the filing of an unsatisfactory supplier report.

K. **Failure to Adhere to Airport Security Rules Penalties:**

If any employee of the Contractor fails to comply with any existing or future security requirement published by the Federal Aviation Administration, Transportation Security Administration, City of Cleveland or other relevant state and federal governmental authority the Contractor will be assessed the following penalty: **Eight (8) hours regular time wages for the first violation and sixteen (16) hours regular time wages for each subsequent violation within any twelve month period. Any fines levied against the Airport by any government agency due to the neglect of the contractor's employee will be passed on to the contractor.** The employee will also be subject to the Airport Security Program, Progressive Discipline Program which may result in additional fines, suspension, or revocation of airport-issued identification, transfer or termination of employment.

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L. Failure to Report for Duty Penalties:

If any employee of the Contractor fails to report for work at his/her designated duty post time the Contractor will be assessed the following penalty: Five (5) hours regular time wages.

M. Subcontractors:

Subcontractors and all subcontractor employees, without exception, must meet all of the same relevant qualifications as the Contractor. Accordingly, all subcontractor security officers assigned for work to this Contract must adhere to the uniform requirements and the code of conduct that set forth in this Contract. The Contractor shall be responsible for all aspects of performance by all subcontractors and their employees.

N. Replacement of Personnel:

Consistent with Subsection 27 (E) above, the Contractor will promptly replace any personnel, or subcontractor's personnel, found unacceptable for cause, upon written notification by the Director of Port Control or his authorized representative.

Incumbent Contractor/Subcontractor personnel working at either Airport that transition from his employment to the successful Bidder's employment, upon termination of the existing Contract and the commencement of this new Contract, may not be transferred, suspended, reassigned or terminated without the approval of the Deputy Commissioner or his/her designee.

O. Work on Port Control Construction Projects:

Services rendered by the Contractor to satisfy airport security requirements on construction projects commissioned and funded by Port Control must be billed at the rates established through this bid except where State and/or Federal Law supersedes City requirements.

D-28 MEETINGS AND REPORTS

A. Each week, Contractor's area-wide supervisor shall coordinate all Services with the one-site supervisor and the Deputy Commissioner or designee.

B. Each month and at such other times as may be determined necessary by the Director, Contractor shall meet with the Deputy Commissioner or designee to review the prior month's activities, discuss the current status of Services, resolve any problems, and plan for future Services.

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C. By the fifth (5th) business day of each calendar month during the term of the Contract, Contractor shall submit to the Deputy Commissioner or designee a written report setting forth the actions taken by Contractor regarding any matters that the Deputy Commissioner or designee has requested the Contractor to address during the previous calendar month.

D. Contractor shall maintain daily logs recording all traffic passing through the locations at which a security officer is assigned, and all activities occurring at or near such locations that could impact or relate to the security of the Airports. The logs shall be submitted daily to the Deputy Commissioner or designee.

E. In addition to the reports required under subparagraphs C and D above and Section D-27, Contractor agrees to furnish the Department such other written reports as may be deemed necessary or desirable by the Director.

F. Contractor shall keep full and accurate books and records showing all details of Contractor's business activities at the Airports, and the City shall have the right at all reasonable times, to inspect such books and records. Contractor agrees that all such books and records will be available to the City in Cuyahoga County, Ohio for at least two (2) years after the termination of the Contract.

G. As appropriate, Contractor shall provide to all security officer personnel security information that is made available to Contractor by the Department. Contractor shall ensure that all security officer personnel thoroughly understand such security information and the requirements contained therein.

D-29 WAGES AND BENEFITS

All personnel working under the Contract shall have his/her wages and benefits paid by the Contractor and shall not be billed to the Department or the City of Cleveland. The Contractor may not withhold legal obligations to personnel or to subcontractors alleging dispute with the City of Cleveland.

D-30 UNIFORMS AND EQUIPMENT

A. At all times, Contractor shall ensure that security personnel assigned to the Airports are neatly dressed in the complete uniform specified by the Deputy Commissioner or his/her designee, including head gear, bearing the identification insignia of the type and style approved by the Deputy Commissioner or his/her designee. Management personnel need not be uniformed. Each week, the Contractor shall provide at his sole cost each security officer with a minimum of

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one freshly-laundered shirt for each scheduled eight (8) hour shift or part thereof, and one pair of freshly-laundered trousers for each scheduled sixteen (16) hours. Compliance officers will have one Uniform for VIP services and the normal duty uniforms will consist of Military spec cargo pants (Blue/Black/Tan) with colored shirts with company Logo and Airport Security embroidered on the front. Compliance officers will be issued 5 sets of pants and shirts and shall be replaced at the 1 year mark with 5 more as to keep a fresh neat appearance. Uniform components issued must be season-appropriate as determined and approved by the Deputy Commissioner or his/her designee.

- B. Contractor shall provide at his sole cost, safety and other outerwear to each officer assigned to the Airports suitable for seasonal weather conditions (See list below). All such outerwear shall be of a professional uniform style and color as determined by the Deputy Commissioner or his/her designee and properly fitted. In instances where special footwear must be worn by an officer for medical reasons, said footwear must be black in color and fashioned in a way consistent with the standard security officer uniform. Contractor's uniforms, badges, caps, nametags, and outerwear shall not resemble the uniform of the City's Division of Police as to form, design and color. First Aid kits must be supplied to each guard post and each vehicle along with one in the office for emergencies. The below list of minimum equipment requirements must be issued to personnel before they start training at the Airport.

Personal Equipment -

- Flashlight - including batteries
- Winter coat
- Rain Jacket
- Gloves – Summer and Winter
- Caps for outside posts
- Sunglasses for outside posts
- Camelback or other water disbursing device
- Safety Vest, Hard hat and ear plugs
- Hats (patrol)
- Footwear
- Any additional equipment deemed necessary and approved by Deputy Commissioner or his/her designee

- C. All Contractor's vehicles used at the Airports shall satisfy the following conditions:

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1. Less than four (4) model years old at any time in the duration of the Contract;
 2. Have been driven for less than 80,000 miles at any time in the duration of the Contract;
 3. Must conform to all State of Ohio vehicle safety standards, be in good working condition and be properly maintained with all original manufacturer and aftermarket communications and safety equipment fully functioning – a test of all vehicle safety functions and equipment shall be made by Contractor personnel at the beginning of each shift; any discrepancies must be either corrected or reported to the Airport immediately;
 4. When any of the Airport vehicles are placed out of service for any reason, the Contractor shall provide a replacement vehicle that meets all of the requirements outlined in (D-23)(F) within two (2) hours of being placed out of service;
 5. Marked by vehicle graphics specified, designed and approved by the Deputy Commissioner or his/her designee.
- D. Contractor shall be financially responsible for any equipment supplied or owned by the Airports. The Contractor's area supervisor will sign for all such equipment. The Contractor must report any damaged or unaccounted for equipment to the Airport immediately upon discovery. The Contractor shall replace all such equipment determined by the Airport as damaged, lost, stolen or missing within 72 hours of said determination with new equipment of the same make, model and specification of the affected units or an equivalent approved by the Deputy Commissioner or his/her designee.
- E. All uniforms and equipment required to service the Contract, as specified by the Deputy Commissioner or his/her designee, shall be provided by the Contractor. These will become the property of the Contractor upon termination of this Contract except:
1. All radios provided by the Contractor that operate on the Airport system; (These will have to be cleared of our frequencies before leaving airport property)
 2. Vehicle search mirrors.
 3. All vehicle/personnel inspection equipment used on any paid duty post as specified by the Deputy Commissioner or his/her designee;
 4. All uniform components such as metal badges, patches, insignia and credentials as specified by the Deputy Commissioner or his/her designee and deemed as security sensitive and whose uncontrolled release may pose a threat to Civil Aviation security.

D-31 CONDUCT OF OPERATIONS

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Contractor will conduct its operations in a safe manner so as not to endanger, unreasonably interfere with, or delay the operations or activities of the employees, tenants and patrons of the Airports. Contractor shall, at its own cost, obtain all licenses and permits required by the City, Cuyahoga County, State of Ohio, and Federal Government.

D-32 LIVING WAGE

The Contract that may be awarded under this bid is subject to the City of Cleveland Fair Employment Wage Ordinance, Chapter 189 of the Codified Ordinances. This Chapter requires, among other things, that Covered Employers (as defined therein) under contracts with the City shall provide a minimum level of compensation to employees, unless a specific exemption applies. Failure to comply with Chapter 189, and/or any implementing regulations, may result in termination of the Contract or debarment from future contracts. (Refer to Exhibit "C" – Fair Employment Wage Law Requirements.)

D-33 BID REQUIREMENTS

Submitted Bids shall address all of the foregoing requirements and information. The Contractor shall quote an hourly rate for each paid security officer duty post. The Contractor is expected to physically review the job site and to look at any plans for the building as they pertain to the security function.

Bids shall include:

- A. A summary of your requirements for qualification, initial training, and on-going education of security officers assigned to Airport duty posts.
- B. A list of references and names of organizations similar in size and scope that currently contract for your services.
- C. Hourly rates and minimum charges standard duty post coverage or for additional 'as-needed' coverage for emergencies, special events, courier service, and off-site security needs when required as follows:
 - 1. Hourly Rate for Security Officer Straight Time*
 - 2. Hourly Rate for Security Officer Holiday Time*
 - 3. Hourly Rate for Compliance Officer Straight Time*
 - 4. Hourly Rate for Compliance Officer Holiday Time*
 - 5. Daily Rate for each vehicle in excess of the three (3) permanent Airport vehicles

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* PLEASE NOTE: All overhead costs including Site Manager, three (3) Airport vehicles, radios, uniforms, equipment, training, etc., are to be included in the standard hourly rate quoted by the vendor.

D-34 DOCUMENTS TO BE SUBMITTED WITH BID

Bidders shall submit the following documents with their bid:

A. Bidders must submit three (3) written, verifiable references, dated within the last three months, from businesses familiar with the bidder's security operations, providing positive recommendations for bidder's operation of the contract to be awarded.

B. Bidders shall include the following financial information: (1) balance sheet and income statement for the last three (3) fiscal years, prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the bidder. If a publicly held corporation, the bidder should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10K, the most recent Form 10Q and any Forms 8K filed with the SEC within the last twelve (12) months.

D-35 CITY RESIDENTS

Contractor shall use its best efforts to hire City of Cleveland residents to provide these Services. The Successful Bidder will be required to submit information documenting the number of City residents that will participate in the Contract, or the best efforts used to hire such persons.

D-36 PAYMENT

Beginning on the second month of the term of the Contract, and continuing through the month immediately following the termination or expiration of the Contract, Contractor shall submit to the City separate invoices for each Airport. Each invoice must be in a format acceptable to the City, and itemize the Services performed during the preceding calendar month (Refer to Section C-21 for specific information). Invoices are due on or before the twentieth (20th) calendar day of each calendar month. The City shall have the right to require Contractor to modify the format of the invoices at any time upon thirty (30) calendar day's written notice. The City shall pay Contractor upon the Director's approval of the invoice. If an invoice is not approved by the Director, the City shall inform Contractor, in writing, within ten (10) calendar days as to the reasons therefor and the corrective actions necessary, if any, to qualify the invoice for approval.

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D-37 SENSITIVE SECURITY AND CONFIDENTIAL INFORMATION

SENSITIVE SECURITY INFORMATION: Contractor shall safeguard any information obtained during the bidding process, site visits, or during the course of servicing this Contract as well as any record that contains sensitive security information that is controlled under 49 C.F.R. parts 15 and 1520. No part of such record may be disclosed to persons without a need to know, as defined in 49 C.F.R. parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 C.F.R. parts 15 and 1520.

Confidential Information: Contractor shall safeguard any proprietary information of the Airports or its tenants which may come to its attention in the course of its duties or services provided under the contract. Such failure to safeguard such information may subject Contractor to criminal liability.

D-38 CONTINGENCY PLANNING

The Contractor shall, within 30 days of execution of the Contract submit for approval to the Deputy Commissioner or his/her designee his plan for the following:

- A. The list of ten (10) security officers not permanently assigned to the Airport that are fully trained and vetted to work at the Airport in the event of an emergency or for "as-needed" Services. The list will not include executive members of the contracted company unless they have been trained as annotated in the training section and it is documented in their records at the airport. The list should contain the following:
 - 1. Name
 - 2. CLE ID badge number
 - 3. 24-hour contact telephone number
- B. Call-up procedures to request Emergency Service and what steps the Contractor will take to notify the officers identified above and report to the Airport within one (1) hour of the Airport's initial request. Emergency Call-up Service is not the same as the "as-needed" Service specified elsewhere in this document and must be authorized directly by the Deputy Commissioner or his/her designee. Emergency Call-up Service will be reimbursed to the Contractor at the Security Officer Holiday rate.

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- C. Plan for providing up to 10 additional vehicles in support of "as-needed" or Emergency Service (D-23) (F) (1-5 for both Groups A & B.

3 Mid-Size White SUV's – or to be determined – New or good operating conditions.

The average monthly total is 800 miles per vehicle per month.

SUPPLEMENTAL
NOTICE TO BIDDERS

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Under Sec. 181.36 Cleveland Codified Ordinances, the information requested on this page must be supplied by all Contractors and any Subcontractors having more than a fifty percent (50%) interest in the proposed contract before the City will award a contract. Any Contractor or Subcontractor that is found to have made a false statement in the Disclosure shall be in default of its bid and/or contract obligations and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, a Contractor or Subcontractor shall be automatically ineligible to bid to supply any goods or services to the City for a period of two years.

CHECK WHICHEVER IS APPLICABLE:

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

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

C. () The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPALS FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

ALLIED UNIVERSAL SECURITY SERVICES

Name of Contractor or Subcontractor

By: [Signature]

Title: Business Development Mgr.

*"Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

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

Each Contract also shall contain the following equal opportunity clause:

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

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



MAYOR'S OFFICE OF EQUAL OPPORTUNITY
PARTICIPATION INFORMATION FORM
(Requirement and Standard Contracts)

The Subcontractor Participation Goals for this contract are:

0% CSB Participation

A searchable database of all CSB Subcontractors eligible to fulfill these subcontractor participation goals can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20Opportunity>

Click on [CSB/MBE/FBE Registry](#).



DIVISION OF PURCHASES & SUPPLIES

Subcontractors Notice

There is no Subcontractor Participation (Utilization) Goal for this contract. However, per Section A-19 or 22(a) of the Instructions to Bidders, any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. If you do plan to utilize a subcontractor, submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on this contract.

You are encouraged to consider City-certified firms for any available subcontracting opportunities. A searchable database of all City-certified firms can be found on the City of Cleveland Office of Equal Opportunity Website:-

<http://www.city.cleveland.oh.us/oeo>

On the website, click on CSB/MBE/FBE Registry.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. UNIVERSAL PROTECTION SERVICE, LP		
2 Business name/disregarded entity name, if different from above UNIVERSAL PROTECTION, LLC DBA ALLIED UNIVERSAL SECURITY SERVICES		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 828854	6 City, state, and ZIP code PHILADELPHIA, PA 19182-8854	7 List account number(s) here (optional)
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

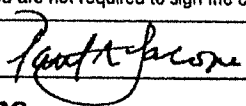
Social security number								
			-					
OR								
Employer identification number								
3	3		-	0	9	7	3	8 4 6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ 1/5/2022
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

RESOLUTION No. 419-22
REQUIREMENT CONTRACT

BOARD OF CONTROL

Received 10/5/2022

Approved 10/5/2022

Adopted 10/05/22

By: Director Abonamah

[Signature]
(Acting) Secretary

BE IT RESOLVED by the BOARD of CONTROL of the CITY of CLEVELAND that the bid of Universal Protection Service, LLC, d/b/a Allied Universal Security Services, LLC, for an estimated quantity of 2022-2025 Citywide Unarmed Uniformed Security Services, all items, for the various divisions of the City government, Department of Finance, for a period of two years beginning with the date of execution of a contract, with one, one-year option to renew, received on July 13, 2022, under the authority of Ordinance No. 996-2022, passed by Cleveland City Council on October 3, 2022, which on the basis of the estimated quantity would amount to \$2,833,364.50, is affirmed and approved as the lowest and best bid, and the Director of Finance is requested to enter into a REQUIREMENT contract for the goods and/or services specified.

The REQUIREMENT contract shall further provide that the Contractor shall furnish all the City's requirements for such goods and/or services, whether more or less than the estimated quantity, as may be ordered under delivery orders separately certified to the contract.

Yeas: Mayor Bibb, Directors Griffin, Keane, Interim Director Kramer, Directors Williams, Margolius, Howard, Hernandez, Patton, Jackson, McNamara, Acting Director Majeski
Nays: None
Absent: Director Abonamah

Ordinance No. 996-2022

By Council Member: Griffin (by departmental request)

An emergency ordinance authorizing the purchase by one or more requirement contracts of unarmed, uniformed security guard services, for the various divisions of City government, for a period of two years, with an option to renew for a one-year period, exercisable by the Director of Finance.

WHEREAS, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND:

Section 1. That the Director of Finance is authorized to make one or more written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for the term of two years, with one option to renew for a one-year period, exercisable by the Director of Finance, for the necessary items of unarmed, uniformed security guard services in the approximate amount as purchased during the preceding term, purchased by the Commissioner of Purchases and Supplies on a unit basis for the various divisions of City government. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines. Alternate bids for a period less than the specified term may be taken if desired by the Commissioner of Purchases and Supplies until provision is made for the requirements for the entire term.

Section 2. That the costs of the contract or contracts shall be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of any purchase under the contract, each of which purchases shall be made on order of the Commissioner of Purchases and Supplies under a delivery order against the contract or contracts certified by the Director of Finance. (RQN 1505, RL 2022-40)

Section 3. That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Finance may sign all documents that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

Section 4. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed October 3, 2022.

Effective October 10, 2022.

AMENDMENT TO SECURITY GUARD SERVICE AGREEMENT

This AMENDMENT TO SECURITY GUARD SERVICE AGREEMENT ("Amendment") is made and entered into as of this 18th day of November, 2022 ("Effective Date") by and between the City of Cleveland ("City") on the one hand, and Universal Protection Service, LLC d/b/a Allied Universal Security Services ("Contractor") on the other hand. Any reference to a "Party" or the "Parties" shall only refer to the above referenced Parties to this Agreement.

RECITALS

WHEREAS, the City and the Contractor are Parties to an Agreement dated of even date herewith for provision by the Contractor of an estimated quantity of 2022-2025 Citywide Unarmed Uniformed Security Services (the "Agreement"); and

WHEREAS, Parties mutually desire to amend certain terms of the Agreement.

Therefore, in consideration of the terms and conditions, representations, warranties, covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. **Definitions:** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms pursuant to the Agreement.
2. **Insurance:** Part D; Detailed Specifications Section D-14(3) "Insurance" is hereby deleted and replaced with the following:

INSURANCE

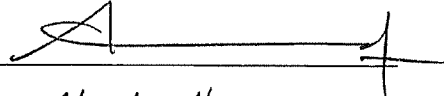
The contractor shall, at its own expense, keep and maintain Worker's Compensation and employer's liability insurance. The contractor shall also keep and maintain comprehensive automobile liability and comprehensive general liability insurance including all hazards and broad form contractual liability with limits on no less than \$500,000 for each person and \$500,000 for each occurrence and \$500,000 for property damage. In addition, the Contractor shall maintain excess liability with limits of liability of the \$1,000,000 each occurrence and limits of liability \$1,000,000 aggregate. Such insurance shall include the interest of the Contracting Company as additional insured. Contractor shall also show evidence of Commercial Crime Insurance in the amount of \$50,000 coverage.

3. **Continuation of Contract:** This Amendment, when accepted by the Parties, will become part of the Agreement and will evidence their further understanding on the matters set forth herein. Except to the extent modified as herein provided, the rights and obligations of the Parties under the Agreement shall continue in full force and effect.

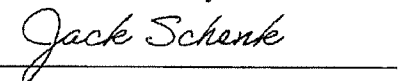
4. **Interpretation:** In the event of any conflict or inconsistency the following shall be the order of precedence (from first to last) for purposes of determining which provisions shall be prevailing and superseding: this Amendment comprised of Sections 1 through 5; and the Agreement dated of even date herewith.
5. **Miscellaneous:** The Amendment shall inure to the benefit of the Parties hereto and their successors and permitted assigns and may be executed in multiple counterparts and by facsimile signature, with each of such counterparts constituting one and same Amendment and with any such facsimile signatures having the effect of original signatures.

IN WITNESS WHEREOF the Parties have executed this Amendment as of the date first above written.

The City of Cleveland

By: 
Name: Ahmed Abaramah
Title: Director of Finance

Universal Protection Service, LLC
d/b/a Allied Universal Security Services

By: 
Name: Jack Schenk
Title: VP Sales Midwest

The legal firm and correctness of the within instrument is hereby approved.

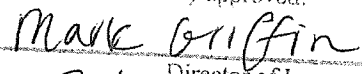
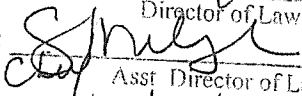

Director of Law
By: 
Asst. Director of Law
Date: 12/16/22

EXHIBIT A

ATTACHMENT C

FACILITIES AND RATES

Site Location	Site Code	Security Officer Bill Rate (\$/hr)	Supervisor Officer Bill Rate (\$/hr)

*Please reference pages 27, 28, 29 of 82 in the contract (PDF version) for bill rates

INSURANCE REQUIREMENTS

We note the City's insurance requirements as stated in Section D-14(3) "Liability, Bonds, and Insurance" on page 12 of the RFP. Allied Universal maintains a robust insurance program that adequately insures us against the risks entailed in the conduct of a business such as ours. That insurance includes an occurrence based Commercial General Liability insurance which provides sub-limits for: each occurrence; damage to rented premises; personal and advertising injury; general aggregate; products and completed operations aggregate. Allied Universal also carries Automobile Liability insurance which is written to provide a combined single limit per accident that includes both bodily injury and property damage. Claims not covered by the primary limits provided by those policies are covered by Excess Liability insurance, which follows the form of the Commercial General Liability and Automobile Liability policies and provides both occurrence and aggregate limits. In addition to the foregoing policies, Allied Universal carries Workers' Compensation insurance as required by statute, as well as Employer's Liability insurance to cover claims by our employees. A specimen Certificate of Casualty Insurance is attached.

We also note the requirement stated in Section D-14(3) "Liability, Bonds, and Insurance" on page 12 of the RFP for the Contractor to provide evidence of a Dishonesty Bond or Fidelity Bond. We understand from the City's response to Question 18 of Addendum 2 of the RFP that insurance may be used to satisfy the Dishonesty/Fidelity bond requirement. The dishonest actions of Allied Universal employees are covered by Commercial Crime insurance, but we do not bond our personnel. Allied Universal carries commercial crime insurance because its blanket coverage feature guarantees coverage for the entire security force assigned to our client locations from time to time. As such, it is a more efficient and streamlined alternative to the posting of separate fidelity bonds for each officer and/or client location and facilitates our compliance with our contractual obligations. A specimen Certificate of Crime Insurance is also attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC 1717 Arch Street Philadelphia, PA 19103 Attn: Philadelphia.certs@marsh.com / Fax: (212) 948-0360	CONTACT NAME: Marsh U.S. Operations PHONE (A/C No., Ext): 866-966-4664 E-MAIL ADDRESS: Philadelphia.Certs@marsh.com FAX (A/C No.):
CN118025105-ALL-STAND-22-23	INSURER(S) AFFORDING COVERAGE INSURER A : Indian Harbor Insurance Company INSURER B : Greenwich Insurance Company INSURER C : XL Insurance America INSURER D : National Fire & Marine Insurance Company INSURER E : INSURER F :
INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428	NAIC # 36940 22322 24554 20079

COVERAGES **CERTIFICATE NUMBER:** CLE-006960890-01 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> SIR \$1,750,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			RES943799402	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 30,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 30,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 30,000,000 GENERAL AGGREGATE \$ 40,000,000 PRODUCTS - COMP/OP AGG \$ 40,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD943781805	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			42XSF10009009 Excess of General Liability, Auto Liability, and Workers' Comp	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	RWD3001203-06(AOS) RWR300120406(WI)	01/01/2022 01/01/2022	01/01/2023 01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			RES943799402	01/01/2022	01/01/2023	Limit \$ 2,000,000 SIR \$ 1,750,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Cleveland is included as additional insured (except workers' compensation and crime) where required by written contract. Liability coverage shall be primary and non-contributory where required by written contract. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER

The City of Cleveland 601 Lakeside Ave E, Room 128 Cleveland, OH 44114	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC		NAMED INSURED Allied Universal Topco, LLC (See Attached for Additional Named Insureds) 161 Washington Street, Suite 600 Conshohocken, PA 19428
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation
 Policy No.: RWE943548206
 Insurer: XL Specialty Insurance Company
 Effective Dates: 1/1/2022 - 1/1/2023
 Limit:
 Employers Liability Each Accident: \$1,000,000
 Employers Liability Disease-Policy Limit: \$1,000,000
 Employers Liability Disease-Each Employee: \$1,000,000
 SIR: \$1,000,000

Crime
 Policy No.: 01-456-75-71
 Insurer: National Union Fire Insurance Co.
 Effective Dates: 08/15/2022 - 08/15/2023
 Limit:
 Employee Theft or Dishonesty: \$2,000,000
 Clients' Property: \$2,000,000
 Deductible: \$1,000,000

Contractors Pollution Liability
 Policy No.: CPO13303734
 Insurer: Commerce and Industry Insurance Company
 Effective Dates: 11/01/2021 - 11/01/2023
 Limit: \$5,000,000
 Deductible: \$250,000

The General Liability and Professional Liability policies evidenced above share in the limits shown. The limits do not apply separately to the individual coverages

Named Insured:

Allied Universal Topco LLC

Additional Named Insured:

Adesta LLC
Advent Systems, LLC
Advent Systems, LLC, dba Allied Universal Technology Services
Allied Security Holdings LLC
Allied Universal Compliance and Investigations, Inc.
Allied Universal Compliance and Investigations, Inc., fka G4S Compliance & Investigations, Inc.
Allied Universal Executive Protection and Intelligence Services, Inc.
Allied Universal Finance Corporation
Allied Universal Holdco LLC
Allied Universal Risk Advisory and Consulting Services, Inc.
Allied Universal Sideco, LLC
AlliedBarton (NC) LLC
AlliedBarton (NC) LLC, dba Allied Universal Security Services
AlliedBarton Security Services LLC
AlliedBarton Security Services LLC, dba Allied Universal Security Services
AMAG Technologies, Inc.
American Security Programs, Inc.
Central Defense Services, LLC
ERMC LLC
ERMC of America, LLC
FJC Security Services, Inc.
FJC Security Services, Inc., dba Allied Universal Security Services
G4S Holding One LLC
G4S Retail Solutions (Canada) Inc.
G4S Retail Solutions (USA) Inc.
G4S Secure Integration LLC
G4S Secure Integration LLC dba Allied Universal Technology Services
G4S Secure Solutions International Inc.
G4S Secure Solutions (USA) Inc.
G4S Secure Solutions (USA) Inc., dba Allied Universal
G4S Technology Software Solutions LLC
Intelligent Access Systems of North Carolina, LLC
Intelligent Access Systems of North Carolina, LLC, dba Allied Universal Technology Services
Intelligent Access Systems of North Carolina, LLC, dba Securadyne Systems Mid-Atlantic
Michael Stapleton Associates, Ltd.

Michael Stapleton Associates, Ltd., dba MSA Security
Millard Mall Services Holdco LLC
MSA Investigations, Inc.
MSA Security, Inc.
MSA Security Canada Limited
MSA Security Limited
NAKI Cleaning Services, LLC
Peoplemark, Inc.
RONCO Consulting Corporation
SecurAmerica, LLC
Securadyne Systems Intermediate LLC
Securadyne Systems Intermediate LLC, dba Allied Universal Technology Services
Securadyne Systems Texas LLC
Securadyne Systems Texas LLC, dba Allied Universal Technology Services
SFI Electronics, LLC
SFI Electronics, LLC, dba Allied Universal Security Systems
SFI Electronics, LLC, dba Allied Universal Technology Services
SFI Electronics, LLC, dba Universal Protection Security Systems
SOS Security LLC
SOS Security LLC, dba Allied Universal Risk Advisory and Consulting Services
SOS Security LLC, dba Allied Universal Security Services
Spectaguard Acquisition LLC
Staff Pro Inc.
Staff Pro Inc., dba Allied Universal Event Services
Titania Insurance Co. of America
TMG Facilities Management, LLC
U.S. Security Associates Holding Corp.
Universal Building Maintenance, LLC
Universal Building Maintenance, LLC, dba Allied Universal Janitorial Services
Universal Building Maintenance, LLC, dba Allied Universal Landscaping Services
Universal Protection GP, Inc.
Universal Protection Security Systems, LP
Universal Protection Security Systems, LP, dba Allied Universal Security Systems
Universal Protection Security Systems, LP, dba Allied Universal Technology Services
Universal Protection Service of Canada Corporation
Universal Protection Service of Canada Corporation, dba Allied Universal Security Services of Canada

Universal Protection Service of Canada
Corporation, dba Allied Universal Technology
Services
Universal Protection Service of Seattle, LLC
Universal Protection Service of Seattle, LLC,
dba Allied Universal Security Services
Universal Protection Service, LLC
Universal Protection Service, LLC, dba Allied
Universal Risk Advisory and Consulting Services
Universal Protection Service, LLC, dba Allied
Universal Security Services
Universal Protection Service, LLC, dba Allied
Universal Security Services, LLC
Universal Protection Service, LP
Universal Protection Service, LP, dba Allied
Universal Risk Advisory and Consulting Services
Universal Protection Service, LP, dba Allied
Universal Security Services
Universal Protection Service, LP, dba Allied
Universal Security Services, LP
Universal Services of America, LP
Universal Services of America, LP, dba Allied
Universal
Universal Thrive Technologies, LLC
Universal Thrive Technologies, LLC, dba Allied
Universal Monitoring and Response Center
Universal Thrive Technologies, LLC, dba Allied
Universal Technology Services
Universal Thrive Technologies, LLC, dba Thrive
Intelligence
USAGM Acquisition, LLC

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

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

Schedule

Additional Insured(s)	Work
Any person or organization you have agreed to include as an additional insured under written contract, provided such contract was executed prior to the date of loss.	All Operations

COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured, is amended to include as an "insured" the person or organization listed in the Schedule above, but only with respect to liability for "bodily injury" or "property damage" otherwise covered under this policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

in the performance of your work as described in the Schedule above.

In no event shall any person or organization listed in the Schedule become an "insured" pursuant to this Endorsement if such person or organization is solely negligent.

IT IS FURTHER AGREED THAT IN NO EVENT SHALL ANY CONTRACT OR AGREEMENT ALTER THE CONDITIONS, COVERAGES OR EXCLUSIONS SET FORTH IN THIS POLICY.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALLIED UNIVERSAL TOPCO, LLC

Endorsement Effective Date: January 1, 2022

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

ENDORSEMENT #050

This endorsement, effective 12:01 AM 01/01/2022

Forms part of policy number: RES943799402

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: INDIAN HARBOR INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided by the following:

EXCESS GENERAL LIABILITY POLICY

A. SECTION II - Who Is an Insured is amended to include as an additional insured a person(s) or organization(s) who is required to be added by written contract or written agreement which does not require that a specific form number be used.

B. The insurance provided to additional insureds applies only to "bodily injury", "property damage", "professional liability" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf

In the performance of your ongoing operations for the additional insured; or "your work" performed for that

additional insured and included in the "products-completed operations hazard"

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the

contract or agreement to provide for such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to

Section III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay

on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less. This endorsement shall not increase the applicable Limits of Insurance e shown in the Declarations.

D. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim.
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured also has rights an insured or additional insured.

E. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions remain as written.

ENDORSEMENT #24

This endorsement, effective 12:01 AM 01/01/2022

Forms part of policy number: RES943799402

Issued to: ALLIED UNIVERSAL TOPCO, LLC

By: INDIAN HARBOR INSURANCE COMPANY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of person or Organization:

Where required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

The TRANSFER OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard.” This waived applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain as written.

MANUS

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization where waiver of our right to recover is required by written contract with such person or organization provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured
Allied Universal Topco, LLC
Insurance Company
XL Insurance America, Inc.

Policy No.
RWD3001203-06

Endorsement No.
Premium Included

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

CITY OF CLEVELAND BOND

PURCHASE CONTRACT

FORM B

Surety Bond No. _____

File No. 64-22

We, universal protection Service dba Allied Universal Security Services LLC, as principal,
and Western Surety Company, as surety, are held and bound to
the City of Cleveland in the penal sum of Seven Hundred Eight Thousand Three Hundred Forty One 13/100
dollars (\$ 708,341.13), for the payment of which well and truly to be made, we jointly and severally bind ourselves,
our heirs, executors, administrators, successors, and assigns by this bond.

A condition of this obligation is that the principal did on October 5, 20 22, enter into the attached contract to
furnish and deliver to the City of Cleveland specified goods, wares, merchandise, or services, which contract is made a part
of this bond as if fully set forth in it:

If the principal shall well and truly execute all stipulations to be executed by it under the contract, and shall fully perform all
terms, conditions, and requirements of the specifications and contract, and shall indemnify and save harmless the City of
Cleveland from all suits and expense over and above the expense included in the contract price for royalties or infringements
on patents that may be involved in construction of the goods, wares, and merchandise contracted for, or of any part, and
further shall indemnify and save harmless the City of Cleveland from all liens, charges, claims, demands, loss, costs, and
damages of any part, and further shall indemnify and save harmless the City of Cleveland from all liens, charges, claims,
demands, loss, costs, and damages of any kind in performance or completion of the contract, then this obligation shall be
void, otherwise it shall be and remain in full force, it being expressly understood and agreed that the liability of the surety for
all claims under this bond shall not exceed the above-stated penal amount of this obligation.

Any forbearance by the City of Cleveland toward the principal in respect to its neglect or failure to perform any of its
agreements or obligations under the contract shall not in any manner operate to release or discharge the surety from its
liability under this bond.

Signed this October 14, 20 22

universal protection Service dba Allied Universal Security Services

Principal

David E. Buckman, General Counsel

Western Surety Company

Surety

BY:

Melissa Lopez, Attorney-in-Fact



PENNSYLVANIA WITNESSING OR ATTESTING A SIGNATURE

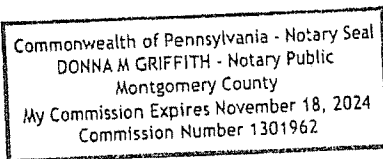
State of Pennsylvania

County of Montgomery

Signed (or attested) before me on OCTOBER 27, 2022 by
Date

David Buckman

Name(s) of Individual(s)



Donna M. Griffith
Signature of Notarial Officer

Donna M. Griffith

Printed Name of Notarial Officer

Notary Public

Title of Office

Place Official Stamp/Notary Seal Above

My Commission Expires: 11/18/2024

OPTIONAL

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

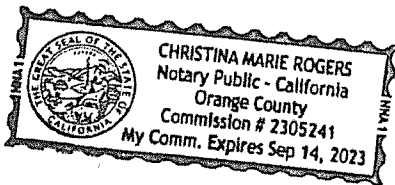
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Orange }

On OCT 14 2022, before me, Christina Marie Rogers, Notary Public,
personally appeared Melissa Lopez

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing
paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

Christina Marie Rogers

Though the information below is not required by law, it may prove valuable to persons relying on the document
and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Melissa Lopez, Individually

of, Tustin, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30133806

Principal: Universal Protection Service, LLC dba Allied Universal Security Services

Obligee: City of Cleveland, Department of Finance

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

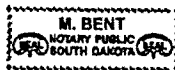
State of South Dakota
County of Minnehaha

} ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of October, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligor or Obligor's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

CONTRACT NO. MA1505 RC 2022-83

THE CITY OF CLEVELAND
WITH

LL
universal protection Service dba Allied Universal Security Services LL

161 Washington St. Ste. 600, Conshohocken, PA 19428, .

FOR

For an estimated quantity of 2022-2025 Citywide Unarmed Uniformed Security Services,
all items, for the various divisions of the City government, Department of Finance, for a
period of two years beginning with the date of execution of a contract, with one, one-year
option to renew.

The Approximate cost is	\$	2,833,364.50
Requisition Number	\$	0.00
Requisition Number	\$	0.00
Total	\$	0.00
	\$	

The legal form and correctness of this contract and the bond are approved.

Mark Griffin DIRECTOR OF LAW
Stephanie Nuly
Schuyler ASSISTANT DIRECTOR OF LAW
December 16, 2022

File No. 64-22

CERTIFICATION

The sum of \$ 0.00

required for this contract was on

November 21, 2022 and is, at this date, in

the City Treasury or in process of collection, to the credit of

1505 01001 Fund and not

appropriated for any other purpose.

A Director of Finance

Date November 23, 2022

11-21-2022 Commissioner of Accounts

Date

Entered by: AMG Appropriation Clerk

Indexed by: AMG Accountant

November 21, 2022 Date