



CITY OF CLEVELAND

Mayor Justin M. Bibb

FINANCE

Purchases & Supplies

August 29, 2025

ADDENDUM 6

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

BID DUE: Thursday, September 4, 2025 at 12 o'clock noon (Eastern Time)

Attention Bidders:

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

- 1. Add Wage Theft Disclosure**
- 2. Add Escalation Clause**
- 3. Revise responses to questions 3 and 8 of addendum #2. 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



2025 CITYWIDE UNARMED UNIFORMED SECURITY SERVICES

ADDENDUM NO. 6 – FILE NO. 86-25

Bids are due before noon EST September 4, 2025, at the Division of Purchases and Supplies, 601 Lakeside Avenue, Room 128, Cleveland, OH 44114.

The bid envelope must be date stamped before 11:59 a.m. on September 4.

This addendum includes a revised response to questions 3 and 8 of Addendum No. 2. In addition, the Wage Theft and Payroll Fraud Disclosure is attached. Please complete the form and ensure it is included with your bid submission. Lastly, a price escalation clause has been added to the terms and conditions for this contract.

Answers to questions received:

3. Which locations are the incumbent Security Personnel unionized & which union are they represented by?

Answer: Security officers under the current contract are unionized and represented by SEIU. Personnel are located at various City of Cleveland locations, including:

- a. Central Collection Agency, located at 205 West St. Clair Avenue, Cleveland, OH
- b. Public Works Multiple Purpose Center, located at 8555 Hough Avenue, Cleveland, OH
- c. Ridge Road Transfer Station, located at 3727 Ridge Rd, Cleveland, OH
- d. West Side Market, located at 1979 West 25th Street, Cleveland, OH
- e. Public Works, located at 1601 Marginal Road, Cleveland, OH
- f. Glen Smith Health Center, located at 11100 St. Clair Avenue, Cleveland, OH
- g. Cleveland Hopkins Airport, located at 5300 Riverside Drive, Cleveland, OH
- h. Burke Lakefront Airport, located at 1501 N Marginal Rd, Cleveland, OH 44114

8. Are the security officers unionized at any or all of the locations within the bid? If so, where, and under what CBA entity?

Answer: Please see response to question No. 3.



WAGE THEFT AND PAYROLL FRAUD DISCLOSURE

SUMMARY:

Bidders on certain City contracts, recipients of Assistance, and any of their prospective subcontractors must disclose any wage theft or payroll fraud violations over the last three years. Unless they receive a waiver from the City's Fair Wage Employment Board, violators are placed on the City's Adverse Determination List, which prevents them from entering into new contracts with or receiving Assistance from the City. This disclosure requirement and the waiver process are set forth in Chapter 190 of the Codified Ordinances of Cleveland, Ohio, 1976 ("Chapter 190").

INSTRUCTIONS:

Pursuant to Chapter 190, the information requested on this document must be provided by any person or entity bidding on or making a proposal for a Construction or Improvement Contract or a Service Contract, or applying for Assistance, and any of their prospective subcontractors.

Any person or entity that is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract.

DEFINITIONS:

"Adverse Determination" means a final action or adjudication that the person or entity in question has committed Wage Theft or Payroll Fraud and is further defined in Chapter 190.

"Assistance" means any form of City financial assistance, except for financial assistance provided for the development, rehabilitation or other means of providing residential housing. Assistance includes but is not limited to: grants; economic development loans; tax credits, incentives and abatements; subsidies; and bonds. Assistance does not include financial assistance which is received from another government or other entity with the City acting only as a conduit or fiscal agent for the funds, where the City exercises no control over the identity of any recipient or of the terms of the contract. Community Development Block Grant Funds are not considered conduit funds and, to the extent they otherwise qualify, are included as Assistance.

"Construction or Improvement Contract" means any contract entered into pursuant to Chapter 167 or Chapter 185 of the Codified Ordinances.

"Payroll Fraud" means concealing an entity's true payroll tax liability or other financial liability to a government agency from government licensing, regulatory or taxing agencies through misclassification of employees, failure to report or underreported



payment of wages, or executing a cash transaction while failing to maintain proper records of reporting and withholding.

“Service Contract” means any contract or subcontract between a person, business or corporation and the City of Cleveland that primarily involves the furnishing of services to the City (as opposed to the purchase of goods or other property or the leasing of property), and shall be limited to the following categories of services: food service, janitorial, security services, parking lot attendants, home health care, health care aides, waste management, automotive repair services, landscaping, towing contracts, building and maintenance services, carpentry, clerical services, urban forestry, housekeeping, street maintenance and repair, and sidewalk maintenance and repair. This includes services performed on City-owned premises including the following City-owned locations: airports, parking lots, municipal parks, recreational facilities, and City-owned buildings. Contracts that are primarily for the purchase of goods or other property are not considered Service Contracts.

“Wage Theft” means a violation of the Ohio Prompt Pay Statute, RC 4113.15; the Ohio Minimum Fair Wage Standards Act, RC Chapter 4111; Oh. Const. Art. II, Sec. 34a; RC Chapters 4109 or 4115; RC 4113.17, 4113.18, 4113.52 or 4113.61; or a violation of any substantially equivalent federal or state law; as any of these laws may be amended or superseded.

CHECK WHICHEVER IS APPLICABLE:

(A) (☐) The undersigned person or entity HAS NOT had any Adverse Determinations within the last three (3) years.

(B) (☐) The undersigned person or entity HAS had any Adverse Determinations within the last three (3) years.

If (B) is checked, then in an attachment(s) to this form, please disclose all Adverse Determinations within the last three (3) years.

Name of Person or Entity: _____

Signature: _____

Printed Name of Signatory: _____

Title of Signatory: _____

Date: _____

PRICING, ECONOMIC & ESCALATION ADJUSTMENTS

The contract price shall remain firm for the duration of the initial one-year contract period. If the City of Cleveland elects to renew the contract for an additional year, it may consider price increases, but the request for an increase shall not exceed five percent (5%) of the current year's pricing. Price increases are subject to approval by the Commissioner of Purchases and Supplies and are not effective until thirty (30) days after such approval. Under no circumstances should submission of an increase request be construed as ensuring the relief requested.

To consider a price increase, the contractor must provide supporting documentation, clearly establishing the need for the requested increase to the Commissioner of the Division of Purchases and Supplies. Supportive documentation shall include, but is not limited to, copies of old and current price lists, or similar documents, which indicate the original cost of labor/equipment to the contractor and the corresponding increase, and/or copies of correspondence sent by the contractor's supplier or manufacturer on their letterhead, which shall contain the above mentioned price information and explain the source of the increase in such areas as raw materials, labor, freight, Workers Compensation and/or Unemployment Insurance. Failure by the contractor to provide any such documentation shall result in denial and/or rejection of the price increase.

No price adjustment will be permitted prior to the effective date of the increase received by the contractor. No price increases will be permitted on delivery orders that are already processed.

If the City of Cleveland becomes aware of a widespread market price decrease and/or the contractor receives a price decrease from their manufacturer or supplier, the contractor must provide a price decrease to the City of Cleveland for the commodities furnished as a result of this contract. The price decrease is to be effective thirty (30) calendar days after receipt by the contractor from their manufacturer or supplier. Failure of the contractor to provide a decrease as stated herein may result in the cancellation of the contract.