

BID ADVERTISEMENT FOR THE WEEKS OF

February 14, 2024 & February 21, 2024

BID OPENS - THURSDAY MARCH 14, 2024

FILE NO. 16-24 ARFF Uniforms-Employees & Related Items
FOR THE VARIOUS DIVISIONS FOR THE DEPARTMENT OF PORT CONTROL
AS AUTHORIZED BY ORDINANCE 497-08 PASSED BY COUNCIL JUNE 2, 2008.

There will be a **NON-MANDATORY Pre-Bid Meeting, Wednesday, February 28, 2024 at 10:00 am., Via WebEx, to call into the meeting dial 1-415-655-0002, Access Code 2632 716 8769.**

Note: Bid must be delivered to the Office of the Commissioner of Purchases and Supplies, Cleveland City Hall, 601 Lakeside Avenue, Room 128, Cleveland, Ohio 44114 before 12 o'clock noon (Eastern Time).



**CITY OF CLEVELAND,
OHIO**

DEPARTMENT OF FINANCE



DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

INVITATION TO BID AND FORMAL BID PACKAGE
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CITY OF CLEVELAND
Department of Finance
Division of Purchases and Supplies
City Hall, Room 128
Cleveland, Ohio 44114
216-664-2620

AUTHORIZING ORDINANCE AS PUBLISHED IN THE CITY RECORD

Ord. No. 497-08.

By Council Members Cleveland and Sweeney (by departmental request).

An emergency ordinance to amend Section 181.101 of the Codified Ordinances of Cleveland, Ohio, 1976, as enacted by Ordinance No. 1033-07, passed November 26, 2007, relating to purchase or rental of commodities, goods, and services.

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 Section 181.101 of the Codified Ordinances of Cleveland, Ohio, 1976, as enacted by Ordinance No. 1033-07, passed November 26, 2007, is amended to read as follows:

Section 181.101 Purchase or Rental of Commodities, Goods, and Services

(a) The Director of Finance, or other appropriate director, is authorized to enter into one or more standard or requirement contracts for purchase or rental agreements or leases with or without an option to purchase, when the Director of Finance determines they are financially advantageous, duly let to the lowest and best bidder following the procedures stated in Section 181.10, for the following commodities, goods, or services that are required for the usual daily operation of the various departments of the City, provided that the estimated amount per contract year on any individual contract shall not exceed \$250,000.00:

(1) except when a public improvement,

building construction materials including, but not limited to, bricks, ready-mix concrete, dry wall, lumber, paint, and roofing;

(2) except when a public improvement, building maintenance and repair including, but not limited to, parts and services for doors, elevators, HVAC, mechanical systems, roofs, and windows;

(3) except when a public improvement, road, sidewalk, and sewer repair and replacement materials, supplies, and services, including but not limited to, tack coat, manhole risers, crack sealing material, emulsion, cold mix, guard rail supplies, liquid de-icer, salt inserts, traffic control devices, quicklime, and disposal of materials;

(4) construction equipment, without operators, including, but not limited to, earth, snow, and debris moving and removal, and materials, supplies, parts, and repair and maintenance services for them;

(5) cleaning and janitorial maintenance equipment, services, and supplies including, but not limited to, chemicals including pool chemicals, odor control, paper products, and pest control;

(6) educational and photographic equipment, supplies, parts, and maintenance and repair services for them;

(7) electrical supplies including, but not limited to, batteries, fixtures, lighting, and wiring;

(8) fuels and lubricants including, but not limited to, diesel, gasoline, natural gas, grease, and oil, and delivery of them;

(9) food and beverages for facility-

user consumption at Camp Forbes, House of Correction, City jails, and for resale at Highland and Seneca Golf Courses;

(10) hardware including, but not limited to, handheld tools and fasteners;

(11) industrial gases including, but not limited to, acetylene, argon, nitrogen, and oxygen;

(12) laboratory and testing equipment and lab supplies and services;

(13) except when a public improvement, landscaping equipment, materials, supplies, parts, and repair and maintenance services, and supplies including, but not limited to, indoor and outdoor plants, grounds, and trees materials and maintenance and repair of any of them, and plant rentals;

(14) medical equipment, materials, and supplies including, but not limited to, first-responder/first-aid supplies, and pharmaceuticals;

(15) mail, messenger, and moving services;

(16) office supplies, furniture, and equipment including, but not limited to, computers, computer peripherals and appurtenances, office machines, copiers, printers, and printing and mailing equipment, and materials, supplies, parts, and repair and maintenance services for any of them;

(17) paper products including, but not limited to, fine papers, printing media, envelopes, and printed forms;

(18) plumbing equipment, materials, supplies, and parts including, but not limited to, pipe, fittings, and fixtures;

(19) power tools, portable powered machines, electric motors, pumps, powered appliances, and milling and tapping machines, including materials, supplies, parts, and maintenance and repair services for any of them;

(20) program promotional items including, but not limited to, advertising specialties, caps, and printed T-shirts;

(21) property protection equipment,

materials, supplies, parts, and repair and maintenance services, including, but not limited to, fire extinguisher and fire suppression equipment and testing, locksmith services and supplies, property and casualty insurance covering City property and buildings, and security services;

(22) records management systems and services including, but not limited to, microfilm, microfiche, and compact disc (CD) copying, file storage, data entry, and shredding;

(23) recreation and sports equipment;

(24) snow and ice removal services;

(25) uniforms, work clothing, laundry, towel, and linen service, and supplies; and

(26) vehicle maintenance and repair equipment, materials, supplies, parts, and services.

Any purchase under this section shall be made by the Commissioner of Purchases and Supplies and paid from the annual appropriations made for such purpose.

(b) That under Section 108(b) of the Charter, the purchases authorized by this section may be made through cooperative agreements using state procedures. The Director of Finance may sign all documents with the State of Ohio or any of its political subdivisions that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

Section 2. That Section 181.101 of the Codified Ordinances of Cleveland, Ohio, 1976, as enacted by Ordinance No. 1033-07, passed November 26, 2007, is repealed.

Section 3. 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 June 2, 2008.

Effective June 6, 2008.



FAA
Airports

Required Federal Provisions

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

TITLE VI SOLICITATION NOTICE:

The **City of Cleveland**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including

employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

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- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*)

**FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
SOLICITATION CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, *et seq.*, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

City of Cleveland

DEPARTMENT OF FINANCE
AHMED A. ABONAMAH
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES
TIFFANY JOHNSON
COMMISSIONER

BIDDER'S CHECK LIST

The City of Cleveland requires that each bid submitted must comply with certain legal requirements to be considered a valid and formal bid. The checklist below is provided to assist in avoiding rejection of your bid due to omission of required information or forms.

CHECK WHEN COMPLETED

A. Bid/Schedule of Items

- 1. Is (are) the bid page(s) completed as required and signed in the upper right-hand corner?
- 2. Are all prices (Unit and extension) clearly and accurately presented?
- 3. Is the payment discount given?

B. Bid Bond

- 1. Is the bond made out in the names of and signed by both the principal and surety?
- 2. Is the bond amount sufficient for the amount of the bid? **Must be 5% of the amount of the bid.**
- 3. Is there a power of attorney attached to the bond?

C. Bid Check (if submitted in lieu of Bid Bond)

- 1. Is the check in an amount sufficient for the amount of the bid? **Must be 5% of the amount of the bid.**
- 2. Is the check either properly certified or a cashier's check?
- 3. Is the Check made payable to: THE CITY OF CLEVELAND?

D. Bid Form (not to be confused with the Bid Bond)

- 1. Is all the required information given?
- 2. Is the form signed?

E. Affidavit

- 1. Does the affidavit contain all the information required ON BOTH SIDES?
- 2. Is it properly Signed? Is it properly notarized by a Notary Public?

F. Contract Compliance Certifications

- 1. Did you read Item 13, the Equal Opportunity Clause, carefully, and understand it? If not, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 2. Did you read Item 14, the OEO Notice to Bidders, carefully, and understand it? If not, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 3. Did you complete OEO Schedules 1, 2, and 4 carefully and completely? Did you include signed Schedule 3's from all certified subcontractors?
- 4. If you are a Cleveland Area Small Business, minority business enterprise, or female business enterprise, did you include a copy of your own certificate?

G. Bid Envelope

- 1. Is the envelope identified with the correct title of the bid and the due date?
- 2. Is the envelope securely sealed?

H. Performance Bond

- 1. Will you be able to furnish the Performance Bond if one is required in paragraph A-5a of INSTRUCTIONS TO BIDDERS, in paragraph B-8 of General Conditions?
- 2. Notice: A certified or cashier's check is **not acceptable in lieu of a Performance Bond!**

I. Federal Tax ID Form (W-9)

- 1. Is all the required information given?
- 2. Is the form signed?

J. Northern Ireland Fair Employment Practices Disclosure

- 1. Is all the required information given?
- 2. Is the form signed?

K. Please contact the Division of Purchases and Supplies at 216-664-2620 if you have additional questions on how to complete this bid form.

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 FIFTY 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.

b. Bid Discounts under Section 187A.02(a): Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer (LPE); two percent (2%) to a bid received from a Local Food-Producer (LPE); and two percent (2%) to a bid received from a Local Sustainable Business (SUBE); provided that the maximum total Bid Discount applied under Section 187A.02 (a) shall not exceed four percent (4%). Bid Discounts applied under Section 187A.02 (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied under this Section 187A.02 (a) shall not exceed \$50,000.

c. Maximum Cumulative Amount of All Bid Discounts:

The maximum cumulative amount of all Bid Discounts that may be applied to the bid under Sections 187.03, 187.05, and 187A.02 shall not exceed \$75,000.00, or nine percent (9%), whichever is lower.

d. Comparison Bid to Determine Lowest and Best Bidder:

The City shall determine the Comparison Bid by totaling all applicable Bid Discounts under Sections 187.03, 187.05, and 187A.02. The City shall use the Comparison Bid in determining the lowest and best or lowest responsible bidder for the purpose of awarding the contract. If more than one CSB, MBE, FBE, LPE, SUBE or CSB, MBE, FBE LPE, SUBE joint venture prime contractor in the respective category submits a bid that is no more than five percent (5%) higher than the lowest actual bid that is not from a CSB, MBE, FBE, LPE, SUBE or from a CSB, MBE, FBE, LPE, SUBE joint venture, the contracting department shall recommend the CSB, MBE, FBE, LPE, SUBE, or CSB, MBE, FBE, LPE, SUBE joint venture submitting the lowest bid, after the inclusion of all applicable prime and subcontractor discounts, as the lowest and best or lowest responsible bidder.

The City shall use the Comparison Bid amount determined by applying the bid discounts described in Articles A-16A. and A-16B. above for evaluation purposes only; the City shall use the actual bid amount for the purposes of bid approval and contract award.

e. City of Cleveland Certification required: For the purpose of determining a bidder's eligibility for bid discounts, the City shall only consider bidders with valid certificates issued by the City of Cleveland's Office of Equal Opportunity. The certifications must be active on the date and time of the deadline for bid submission. Expired certification holders and pending certifications cannot be considered for calculation of bid discounts. Certifications from other public or private entities cannot be considered.

A-17 Good Faith Participation - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).

Bidders are required to actively participate and demonstrate good faith in attempting to meet all OEO goals for this procurement. A good faith effort to meet certified CSB, MBE, and/or FBE subcontractor participation goals as established in this contract is of the essence of the contract.

Good faith participation shall include:

1. Active cooperation in making and documenting a serious effort to gain and maintain participation from certified businesses at or above the specific goals set for this procurement;
2. Achieving or exceeding the CSB/MBE/FBE goals set for this particular procurement and/or documenting the practical steps taken by the bidder in attempting to comply;
3. Active attendance and participation in all prebid meetings, Notice to Proceed meetings, and progress meetings during the contract;
4. Active compliance and cooperation with Project Monitors from OEO and/or the Department; and,
5. Timely and accurate submittals of all required forms, including, but not limited to, electronic monitoring forms, employment reports and certified payrolls if applicable.

The final determination of good faith effort shall be made by the Office of Equal Opportunity based upon each bidder's actions as documented in the required forms and as verified by OEO follow up.

A-18 Cleveland Area Business Code Notice to Bidders & Schedules - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).

Sections 187 and 187A of the Codified Ordinances of the City of Cleveland Ohio, the Cleveland Area Business Code, in its entirety, whether reproduced in whole or in part within these documents, as well as the Cleveland Area Business Code Notice to Bidders & Schedules included in this bid document, shall become part of any contract awarded pursuant to this Invitation to Bid. Compliance with Section 187 and 187A is of the essence of the contract.

A-19 SUBCONTRACTING:

a. Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE.

b. If OEO Schedule 2 is not included in the bid documents, you must 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 the contract.

c. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award, but not approve a proposed subcontractor.

d. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See specific instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>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.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="text-align: right;"><small>(Applies to accounts maintained outside the U.S.)</small></p>	
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>6 City, state, and ZIP code</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

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				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				
or				
Employer identification number				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ _____
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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.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China Income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 654 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.
 Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ³
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.
- If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



VENDOR INFORMATION FORM

Please fill in:

Business Name _____

IRS Reporting Name _____

Business Address _____

City _____ State _____ Zip _____

Telephone () _____ Extension _____

Toll Free Number 800 _____

Vendor Fax Number _____

Vendor Email Address _____

Ordering Address _____

City _____ State _____ Zip _____

Telephone () _____ Extension _____

Remit Address _____

City _____ State _____ Zip _____

Telephone () _____ Extension _____

Contact Person: (Ordering) _____

Remit _____

PLEASE INCLUDE THE ABOVE INFORMATION
WHEN SUBMITTING YOUR BID OR PROPOSAL

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 _____

COUNTY OF _____

}

SS

AFFIDAVIT

_____ 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 _____

Corporation only: That he/she is the duly authorized, qualified and acting _____
of _____

_____ a corporation organized and existing under the laws of the State of _____;
and that said individual, said partnership or said corporation, is filling 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

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

President
Vice President
Secretary
Treasurer
Cleveland Manager or Agent
Attorneys
Directors:

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

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 _____

(name of individual, partnership or corporation)

Further affiant said not.

(Sign Here) _____

Sworn to before me and subscribed in my presence this _____ day of _____

20 _____

Notary Public

CITY OF CLEVELAND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

as Principal, and

a corporation duly authorized to do business in Ohio, as Surety, are held and firmly bound unto

THE CITY OF CLEVELAND

as Obligee, in the penal sum of _____

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this _____ day of _____, 20_____.

WHEREAS, the said principal is herewith submitting bid for

Now, THEREFORE, the condition of the above obligation is such that if the said principal shall execute a contract and give bond for the faithful performance within ten (10) working days after being notified in writing of the award of such contract to the principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL _____

BY: _____

TITLE _____

By _____
Attorney in Fact

CITY OF CLEVELAND

BID FORM

STANDARD CONTRACT BID
 REQUIREMENT CONTRACT BID

TO: The Commissioner of Purchases and Supplies:

BID FOR: ARFF Uniforms- Employees & Related Items

FOR: The Department of: Port Control

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 \$ _____

or a cashier's check or certified check on a solvent bank in the sum of \$ _____ 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.

Sign Here By _____

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

TITLE OF OFFICER

BUSINESS ADDRESS OF BIDDER

STATE OF INCORPORATION

ITEM SHEET
Ordinance No. 497-08

PURCHASE BY ONE OR MORE REQUIREMENT CONTRACTS OF ARFF EMPLOYEE UNIFORMS AND RELATED ITEMS FOR THE VARIOUS DIVISIONS OF THE DEPARTMENT OF PORT CONTROL, FOR A PERIOD OF TWO YEARS. THE PRICING, TERMS AND CONDITIONS SHALL REMAIN THE SAME FOR THE TERM OF THE CONTRACT. THE AMOUNT PER CONTRACT YEAR ON ANY INDIVIDUAL CONTRACT SHALL NOT EXCEED \$250,000.00.

<i>Item</i>	<i>Description</i> <i>Refer to Part D 3- for detailed specifications</i>	<i>Approximate Quantity</i>	<i>Unit Price</i>	<i>Extension</i>	<i>Delivery time Calendar Days</i>
1	Short Sleeve 5.11 Tactical Polo Style # 71049 Midnight Blue and White _____ Equivalent	144	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
2	Long Sleeve 5.11 Tactical Polo Style # 72049 Midnight Blue and White _____ Equivalent	75	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
3	Short Sleeve 5.11 Utility Polo Cotton Style #41180 _____ Equivalent	140	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
4	Long Sleeve 5.11 Utility Polo Cotton Style #72057 Midnight Blue and White _____ Equivalent	75	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
5	Short Sleeve 5.11 Tactical Shirt (Button Up) Style # (Men's) 71183 / (Women's) 61158 Midnight Blue and White _____ Equivalent	144	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
6	Long Sleeve 5.11 Tactical Shirt (Button Up) Style # (Men's) 72344 / (Women's) 62064 Midnight Blue and White _____ Equivalent	75	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days

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7	Zip Up Thermal Lined Hooded Sweatshirt *(Provide Sample) Cotton blend _____ Equivalent	50	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
8	Pullover Windbreaker- Port Authority _____ Equivalent	50	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
9	Propper ¼ Zip Softshell Job Shirt _____ Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
10	Professional Mock Turtle Cobmex Tactical Shirt _____ Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
11	Quarter Zip Job Shirt 5.11 _____ Equivalent	120	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
12	Class A Fechheimer Dress Shirt (Long Sleeve) White 35W5400 Light Blue 15W5425 White 12R5400 Light Blue 139R5425 _____ Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days

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Item	Description <i>Refer to Part D 3- for detailed specifications</i>	Approximate Quantity	Unit Price	Extension	Delivery time <i>Calendar Days</i>
13	Class A Dress Trouser Fechheimer Men's 38200 / Women's 38233 _____ / Equivalent	15	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
14	Class A Dress Fechheimer Blouse #38800 _____ / Equivalent	8	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
15	Flighter Class A Dress Cap Hankin Brothers _____ / Equivalent	10	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
16	Straight Class A Samuel Broome Tie #90019 _____ / Equivalent	10	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
17	Class A Shoes Thorogood Men / Women Men 8316027 / Women 5316303 _____ / Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
18	Sweatshirt – Beefy T Crew Style Heavy Weight OF260 _____ / Equivalent	100	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days

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19	5.11 Professional Tee Shirt (Short Sleeve) #71309 _____ Equivalent	144	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/_____ Days
20	Hanes Short Sleeve Beefy T Shirt #05180 _____ Equivalent	144	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/_____ Days
21	5.11 Professional Tee Shirt (Long Sleeve) #72318 _____ Equivalent	80	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/_____ Days
22	Hanes Long Sleeve Beefy T Shirt (Long Sleeve) #5186 _____ Equivalent	80	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/_____ Days
23	5.11 Company Pant 2.0 Men's and Women's #74508 #64435 _____ Equivalent	80	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/_____ Days
24	5.11 Apex Pants #74434 and #64446 _____ Equivalent	40	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/_____ Days

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25	6" BOOT A.T. A. C. / 5.11 Tactical Series #12002 AND #12025 _____ Equivalent	40	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
26	Under Armor Mirage Shoe #1287351 _____ Equivalent	40	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
27	5.11 A/T™ MID WATERPROOF BOOT #12446 _____ Equivalent	40	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
28	5.11 Slip-on Company CST Boot 2.0 #12033 _____ Equivalent	30	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
29	Rocky Low-Cut Shoe #5001 _____ Equivalent	30	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
30	5.11 Utility PT Shorts #43061 _____ Equivalent	40	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days

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31	Sweatpants Under Armor #1248351 _____ Equivalent	50	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
32	Thermal Underwear Shirt (Men's & Women's) _____ Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
33	Thermal Underwear Bottom (Men's & Women's) _____ Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
34	All Weather Dress Coat Class A Blauer #7010 _____ Equivalent	10	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
35	Reversible Duty Jacket 5.11 #48037 _____ Equivalent	30	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
36	3 in 1 EMS Jacket 5.11 #48037 _____ Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
37	Softshell Fleece Station Jacket Blauer #4660 _____ Equivalent	30	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days

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38	Propper Icon Softshell Vest # F5429 _____ Equivalent	30	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
39	Port Authority Fleece Vest-Mid-Weight # F219 _____ Equivalent	30	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
40	Winter Hat Blauer #125 _____ Equivalent	50	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
41	Skull Cap (Cobmes) #1110 _____ Equivalent	60	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
42	Adjustable Hat Blauer (Baseball Style) #182-1 _____ Equivalent	80	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
43	Fitted Hats Under Armour (Baseball Style) #1219733 _____ Equivalent	80	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
44	Thermal Socks Dickies # 2360584 _____ Equivalent	80	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days

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<i>Item</i>	<i>Description</i> <i>Refer to Part D 3- for detailed specifications</i>	<i>Approximate Quantity</i>	<i>Unit Price</i>	<i>Extension</i>	<i>Delivery time</i> <i>Calendar Days</i>
45	Dress Socks Bombas _____ Equivalent	40	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
46	Low Cut Socks Hanes 6 Pack #040-11-0210 _____ Equivalent	140	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
47	Crew Socks Hanes 6 pack # Hanes 040-11-0078 _____ Equivalent	140	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
48	Moderate Cushion Mid-Calf Military Socks (Thorlo) _____ Equivalent	140	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
49	Boston Leather Buckle less Velcro Belt #6635 _____ Equivalent	30	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
50	Boston Leather Buckle Belt #6605 _____ Equivalent	50	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
51	Operator 5.11 Belt #59405 019 _____ Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days

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52	Neoprene Gloves Finger Fashions #2101-K _____ Equivalent	30	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
53	Extrication Gloves Ringers # R314EXTRICATION _____ Equivalent	30	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
54	Men's Athletic ABR Shoe 5.11 #16004 019 _____ Equivalent	40	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
55	Women's Athletic Shoe 5.11 #16005 019 _____ Equivalent	8	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
56	Gear Bag (Large) Lighting Brand # LXFB10-R _____ Equivalent	40	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
57	Equipment Bag (Small) Port Authority # BG990S _____ Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
58	Side slide Seek Lamp Side Mounted Helmet Flashlight Foxfury #940K-010FI _____ Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days

ITEM SHEET
Ordinance No. 497-08

PURCHASE BY ONE OR MORE REQUIREMENT CONTRACTS OF ARFF EMPLOYEE UNIFORMS AND RELATED ITEMS FOR THE VARIOUS DIVISIONS OF THE DEPARTMENT OF PORT CONTROL, FOR A PERIOD OF TWO YEARS. THE PRICING, TERMS AND CONDITIONS SHALL REMAIN THE SAME FOR THE TERM OF THE CONTRACT. THE AMOUNT PER CONTRACT YEAR ON ANY INDIVIDUAL CONTRACT SHALL NOT EXCEED \$250,000.00.

<i>Item</i>	<i>Description</i> <i>Refer to Part D 3- for detailed specifications</i>	<i>Approximate</i> <i>Quantity</i>	<i>Unit Price</i>	<i>Extension</i>	<i>Delivery</i> <i>time</i> <i>Calendar</i> <i>Days</i>
59	Flashlight Mini Mag-lite # SP2P01H _____	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/_____ Days
	Equivalent				
60	LEATHERMAN SHEARS WITH HOLSTER- Raptor Rescue _____	50	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/_____ Days
	Equivalent				
61	Shirt Badge (Officer) B538 Curved _____	15	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/_____ Days
	Equivalent				
62	Wallet Badge (Officer) B538 Flat _____	15	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/_____ Days
	Equivalent				
63	Shirt Badge (Firemedic) Blackinton B538 Curved _____	25	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/_____ Days
	Equivalent				
64	Wallet Badge (Firemedic) Blackinton B538 FLAT _____	15	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/_____ Days
	Equivalent				
65	Hat Badge (Officer) Blackinton B485 Curved _____	10	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/_____ Days
	Equivalent				

ITEM SHEET
Ordinance No. 497-08

PURCHASE BY ONE OR MORE REQUIREMENT CONTRACTS OF ARFF EMPLOYEE UNIFORMS AND RELATED ITEMS FOR THE VARIOUS DIVISIONS OF THE DEPARTMENT OF PORT CONTROL, FOR A PERIOD OF TWO YEARS. THE PRICING, TERMS AND CONDITIONS SHALL REMAIN THE SAME FOR THE TERM OF THE CONTRACT. THE AMOUNT PER CONTRACT YEAR ON ANY INDIVIDUAL CONTRACT SHALL NOT EXCEED \$250,000.00.

<i>Item</i>	<i>Description</i> <i>Refer to Part D 3- for detailed specifications</i>	<i>Approximate</i> <i>Quantity</i>	<i>Unit Price</i>	<i>Extension</i>	<i>Delivery</i> <i>time</i> <i>Calendar</i> <i>Days</i>
66	Hat Badge (Firemedic) Blackinton B485 Curved _____ Equivalent	10	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
67	Officer Pin / Insignia Blackinton # CB056, CB057, CB060 and CB061 _____ Equivalent	40	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
68	Survival Right Angle LED Light – Streamlight _____ Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
69	Performance Intrinsic Tasker Helmet Light Foxfury _____ Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
70	Radio Strap (3 piece) Boston Leather 6543-1 (Reg), 6543S-1 (Short), 6543XL-1 (Tall) Anti Sway Strap 5425-1 _____ Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
71	Glove Strap Velcro Gold Fire VGS _____ Equivalent	30	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days

ITEM SHEET
Ordinance No. 497-08

PURCHASE BY ONE OR MORE REQUIREMENT CONTRACTS OF ARFF EMPLOYEE UNIFORMS AND RELATED ITEMS FOR THE VARIOUS DIVISIONS OF THE DEPARTMENT OF PORT CONTROL, FOR A PERIOD OF TWO YEARS. THE PRICING, TERMS AND CONDITIONS SHALL REMAIN THE SAME FOR THE TERM OF THE CONTRACT. THE AMOUNT PER CONTRACT YEAR ON ANY INDIVIDUAL CONTRACT SHALL NOT EXCEED \$250,000.00.

<i>Item</i>	<i>Description</i> <i><u>Refer to Part D 3- for detailed specifications</u></i>	<i>Approximate Quantity</i>	<i>Unit Price</i>	<i>Extension</i>	<i>Delivery time</i> <i>Calendar Days</i>
72	5.11 Double Duty Responder Knife #51073 _____ Equivalent	20	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
73	5.11 Burner FF Sunglasses #52034 _____ Equivalent	30	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
74	Rush 24 Backpack #58601 _____ Equivalent	40	\$ _____ Ea. Item	\$ _____ Quantity by Unit Price	_____/ Days
			TOTAL BID		

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 an 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.

ARFF EMPLOYEE UNIFORMS

PART C - GENERAL SPECIFICATIONS

C-1 QUALIFICATION OF BIDDERS

The bidder shall show that he has available under his direct employment supervision the necessary organization, resources and facilities to properly fulfill all the services and conditions required under these specifications.

BIDDERS MUST COMPLETE AND SUBMIT WITH THEIR BID AN INFORMATION STATEMENT, ATTACHED HERETO, MARKED EXHIBIT "A", TO SUBSTANTIATE THAT THEY ARE FULLY COMPETENT AND HAVE THE NECESSARY FACILITIES, PERSONNEL AND FINANCIAL RESOURCES TO PERFORM THE OBLIGATIONS OF THIS CONTRACT IN A SATISFACTORY MANNER, SPECIFICALLY:

- A. That the bidder has maintained an organization capable of performing the work hereinafter described, and the number of years it has been in continuous operation.
- B. The names of the employees in the areas responsible for this contract, their function in the company, title and number of years of service with the bidder's firm and years of experience in the field hereinafter described.
- C. That the employees assigned to this job shall be actively employed by the contractor, and have a minimum of three years' experience (unless otherwise specified in the detailed specification section) with similar equipment in the field.
- D. The present address of the main operating facility of this organization and, if any, the location of the engineering department and the research and development department.
- E. Location of the facility that will serve this contract. This facility shall be conveniently located for rapid response time.
- F. List source of items, replacement parts and/or supplies, as shown in Part D - Detailed Specifications. Indicate which of the items, replacement parts and/or supplies are available at your facilities and the approximate length of time it would take to obtain those which are not. This information should be listed on Exhibit "A": page 3, Item 7. If additional space is needed, a separate sheet of paper should be attached behind Exhibit "A", page 4.

C-2 CLEVELAND AREA SMALL BUSINESS, MINORITY AND FEMALE BUSINESS ENTERPRISE PARTICIPATION

The OEO goal for this has been **WAIVED**

C-3 BIDDER'S AFFIDAVIT

Each bid shall be accompanied by the Bidder's Affidavit affirming that the bidder has examined the bid documents and is not guilty of collusion or fraud in the preparation of the bid.

ARFF EMPLOYEE UNIFORMS

More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder has an interest in more than one bid for the same work will cause rejection of all bids in which such bidder is believed to have an interest. Any or all bids will be rejected if there is reason to believe that collusion exists between two bidders.

C-4 BID BOND

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 5% of the amount of the bid. Said bond or check shall be given as a security that if the bid is accepted a contract will be entered into, and the performance of it properly secured.

C-5 GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.

The successful bidder shall be required to take all necessary precautionary measures and to perform the work required for this contract in such a manner as to adequately protect people and safeguard property and existing facilities from any damage due to its operations. Any such damage shall be satisfactorily replaced or repaired by the successful bidder at its own expense.

A. Insurance Requirements

The successful bidder shall purchase and maintain during the term of the contract general liability insurance including but not limited to personal injury, property damage, contractual liability, owners' and contractors' protective liability and products/completed operations coverage **wherein the City of Cleveland is named as an additional insured**. Special hazards such as business automobile liability insurance are addressed in Section C. Coverage shall protect the successful bidder and any subcontractor performing work under this contract from claims for damage for personal injury, bodily injury, including accidental death, as well as for claims for property damages which may arise from operations under this contract, whether such operations be by the successful bidder, or by any subcontractor or by anyone directly or indirectly employed by any of them. **An original certificate of insurance and a copy of the additional insured endorsement naming the City of Cleveland as an additional insured shall be deposited with the Department of Port Control, City of Cleveland, prior to execution of the contract.** Such documents shall be as to form, coverage, carrier and limits satisfactory to and approved by the Director of Law. The additional insured coverage provided the City under contractor's insurance policy(ies) shall be primary with respect to contractor's general liability, notwithstanding other insurance covering the City. The amounts of such insurance shall be as described below. **NOTE: Self-insurance is unacceptable.**

B. General Liability

The policy(ies) shall have limits not less than a combined single limit of \$5,000,000 providing the coverage required in Paragraph A above for personal injury and property damage per occurrence and in the aggregate including but not

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limited to contractual liability and owners and contractors protective liability, as well as products/completed operations coverage of \$10,000,000 in the aggregate. (Coverage shall not be on a claims made basis.) If a deductible or self-insured retention is assumed, it may not exceed \$100,000 per occurrence and in the aggregate. The insurance shall include coverage for damage of property of any nature in the care, custody, or control of the successful bidder, or any property over which the successful bidder is directly or indirectly exercising physical control by reason of the work to be performed.

C. Special Hazards - **Business Automobile Liability**

The following special hazards shall also be covered during the term of this contract by rider or riders to the policy(ies) above required, or by separate policies of insurance in amounts as follows:

Business automobile liability insurance to cover each automobile, truck or other vehicle (collectively "motor vehicles") used in the performance of the contract in an amount not less than a combined single limit of \$5,000,000 for bodily injury and property damage per occurrence. If contractor shall use motor vehicles inside the SIDA/Secured Area and the motor vehicles are not escorted by escorts authorized and approved by the City the limits of the liability insurance shall be increased to a limit of not less than \$10,000,000.

D. Special Provisions

The policy(ies) of insurance furnished hereunder shall contain the following special provision: "The company agrees that thirty (30) calendar days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be mailed by certified mail, return receipt requested, to the Director, Department of Port Control, City of Cleveland."

E. Indemnification

The maintenance of the insurance required above shall in no way constitute a waiver of the successful bidder's legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The successful bidder shall hold the City of Cleveland its officers, agents and employees free and harmless from any injury or damage resulting from the negligent or faulty performance by the successful bidder or his subcontractors.

C-6 RESPONSIBILITY TO OWNER

All work, equipment and manpower necessary for completion of job to be included in price bid, at no extra cost to the City of Cleveland. The successful bidder shall be responsible for the planning, scheduling and coordination of all work to be performed under this contract, and the entire project as a whole, so the job will proceed without delay. If, for any reason, a major change in the approved schedule is anticipated, the

successful bidder shall make the necessary changes to the schedule and resubmit the revised schedule for approval by the designated Department of Port Control representative.

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C-7 SECURITY REQUIREMENTS

GENERAL

The successful bidder's services for Cleveland Hopkins International Airport ("CHIA") can be either on the public side of the airport or in restricted areas controlled by federal and local security regulations. Drawings indicating these areas are on file in the Airport Security Office. Four restricted areas are designated as the Security Identification Display Area (SIDA), the Secured Area, Airport Operations Area ("AOA") and Sterile Area. If your contract will not require work in a restricted area, you can disregard this section.

CHIA requires proper identification and employment and criminal history background checks for all persons working in any restricted area at Cleveland Hopkins International Airport.

The successful bidder on each project shall complete an ID Badge application form furnished by the Airport Security Office for each individual assigned to the project who needs unescorted access to a restricted area. As part of this contract, the successful bidder shall apply for Security Identification Media ("Badge"). CHIA will conduct the background checks to include a fingerprint-based CHRC and a Security Threat Assessment ("STA") prior to an employee being allowed unescorted access to any restricted area. Upon completion of the background check, an officer of the successful bidder shall attest to the completion of the TSA requirements directive by signing (in the space marked "Designated Certification Official") and submitting the application to the Airport Security Office.

The successful bidder shall submit its and any subcontractor's ID badge applications promptly. All applications must be typed and fully completed prior to processing for ID badge. In order to minimize delays for employees applying for IDs, the successful bidder must provide the completed applications to the Airport Security Office no less than five business days before the assigned project begins. Airport Security's hours of operation are 7:30 a.m. to 5:00 p.m. Monday through Friday and by appointment.

The successful bidder is responsible for furnishing the Airfield Services Office with 24-hour emergency contact numbers (phone and/or pager) to include the successful bidder's superintendent and a representative from each subcontractor. The successful bidder shall provide this information, in writing, to the attention of the Manager of Airfield Services. This is in the event the project site is involved in an emergency situation or if a condition exists that presents a potential safety and/or security hazard.

SECURED AREA

All employees working in the Secured Area will display their badges on the outermost garment, above the waist at all times. There are no exceptions to this requirement.

Restricted access to the job site shall be complied with at all times. Compliance shall be met by the following methods:

1. The main contractor for each job site in the secured area of the perimeter shall be required to assign one (1) **Site Safety/Security Supervisor**. A

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permanent ID will be issued to the main contractor's **Site Safety/Security Supervisor** upon completion of SIDA training conducted by personnel of the Security Office at Cleveland Hopkins International Airport.

A Site Safety/Security Supervisor will be required to remain on site at all times while construction personnel are within the airport perimeter fence. An alternate Site Safety/Security Supervisor must be available at all times. Any movement on the AOA outside of the designated construction site is strictly prohibited unless coordinated and approved by the Airfield Services Office at Cleveland Hopkins International Airport.

The Site Safety/Security Supervisor, under the direction of the Airfield Services Office is required to perform these duties:

- a. Monitor gate entry to include proper badging/escort of construction personnel and vehicle ramp permits. The Site Safety/Security Supervisor shall ensure that all contractor personnel entering the airfield properly display the approved issued ID. Only authorized construction vehicles are permitted inside the perimeter fence, no personal vehicles will be permitted inside the perimeter fence.
 - b. Ensure that all vehicles properly display company signage/logos, (24" x 24" professionally made), and are flagged or lighted before entering the airfield or air operations area.
 - c. If flag persons are required, they will be trained prior to the start of construction by an Airfield Services Agent. After successfully completing training, flag persons will be required to be in position each day before the construction project commences.
2. Temporary construction fencing could also be an option to ensure restricted access. The Airfield Services Office will advise the contractor if temporary fencing would meet additional safety requirements.

THE SIDA/SECURED AREA

The Security Identification Display Area ("SIDA")/Secured Area has also been identified by the TSA as an enhanced security zone, and requirements for controlling access are more strict. The Site Safety/Security Supervisor working in this zone would be specifically trained in security and safety awareness. Again, restricted access to the job site is paramount.

1. The contractor for each job site in the SIDA shall have two (2) **Site Safety/Security Supervisors**. These individuals must receive SIDA training by the Airport Security Office prior to assuming their duties. **Both Site Safety/Security Supervisors are required to remain on site until all personnel have been escorted off the field. Alternates shall be made available if required.**

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2. Temporary fencing options exist to ensure restricted access. Airfield Services Manager will advise the contractor if temporary fencing would meet additional safety requirements.
3. Temporary construction projects within the SIDA with less than ten (10) workers may only require one (1) Site Safety/Security Supervisor. The Airfield Services Manager or the Security Manager will determine if the project can meet all safety and security requirements with one Site Safety/Security Supervisor.

All employees working on the SIDA must display their identification badges on their **OUTERMOST GARMENT AND ABOVE THE WAIST AT ALL TIMES. THERE ARE NO EXCEPTIONS TO THIS REQUIREMENT.** Any movement from the restricted area to any staging area must be coordinated and approved by the Airfield Services Office at (216) 265-6090.

VEHICLES

A ramp permit is necessary for all construction vehicles remaining in the SIDA/Secured Area. Applications are available in the Airport Security Office and the same procedures for processing apply. Rotating yellow beacons/strobes and/or construction flags, as required by the FAA, must be supplied for each vehicle entering the airfield or airport operations area. All vehicles will display on both sides of the vehicle professionally made company logos for security and identification purposes. Minimum requirements are 24" x 24" with 2" lettering. **NO PAPER OR CARDBOARD SIGNAGE/LOGOS WILL BE APPROVED.** Construction equipment is exempt from ramp permit requirements.

AIRCRAFT HAVE THE RIGHT OF WAY AT ALL TIMES. Vehicles that traverse Cleveland Hopkins International Airport must adhere to the 15-mile per hour speed limit, which is strictly enforced.

Contractors' vehicles, equipment and supplies may not be placed within ten (10) feet of any airport fence.

FEES

Contractors will be charged a fee of \$65.00 for each individual identification badge and a fee of \$30.00 for each ramp permit. Checks and money orders must be payable to the Treasurer, City of Cleveland. The prime contractor must ensure surrender of all identification badges upon completion.

LOST/STOLEN BADGES

Contractors must immediately notify Airport Security at (216) 265-6073 or Airfield Services at 265-6090 of lost and/or stolen identification badges. Contractor will be charged \$50.00 for each lost and/or stolen badge. Contractor must replace each lost and/or stolen badge before the next business day and/or the next work shift that their employee must return to work and no later than twenty-four (24) hours after the badge was reported lost and/or stolen.

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Contractors will be charged \$100.00 for each badge that is not returned at the end of the project. The Contractor must also supply the names of all employees whose employment has been terminated or are no longer associated with the project within 24 hours of termination or employee otherwise being removed from working on the project.

ACCOUNTABILITY

Temporary construction identification badges are not in use at this time.

MISCELLANEOUS

- All work expenses required to conduct the background checks, obtaining airport temporary construction badges or other activities required in this section shall be borne by the prime contractor.
- Gate agreements are available through Cleveland Hopkins International Airport Engineering Office and the Department of Port Control. Gate agreements may not be available for projects in the SIDA.
- Successful bidders must adhere to all of the current security regulations of the Cleveland Hopkins International Airport.
- The Airport Security Office and Airfield Services will monitor contractors to ensure that they comply with all regulations and TSA directives. Non-compliance violations, either safety or security, will be addressed under the Progressive Discipline Program on file with the Airport Security Office.
- The contractor's construction area must remain free and clear of debris, and any dust generated must be kept to a minimum.
- No smoking will be permitted on the airfield or air operations area. No drinking of alcoholic beverages will be permitted on the airfield or AOA.
- If the need arises as determined by Airfield Services, the construction personnel and/or equipment may be required to vacate the site until further notice. All construction equipment will be kept out of the safety areas, except when in use.

C-8 PERIOD OF CONTRACT

The contract to be executed with the successful bidder shall be effective upon its execution and approval by the Director of Port Control of the City of Cleveland, and continue for a period of two years with two one-year options to renew the contract. The option years are solely at the City's discretion. The pricing, terms and conditions shall remain the same as for the initial one year term.

C-9 PROTECTION OF CITY PROPERTY

It is the successful bidder's responsibility to protect the City's property from damage during the service process. If the successful bidder is negligent in protecting the City's property and thus causes damage to the City's property of any kind, the successful bidder is responsible for the total cost of replacing the damaged property within a reasonable time.

C-10 AIRPORT OPERATIONS

Airport operations shall be maintained throughout this contract. The successful bidder shall contact the Airport Rescue Fire Fighting ("ARFF") station at (216) 265-4888 or (216)

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265-6034 to familiarize himself with airport emergency procedures, and shall endeavor to conduct his operation so as not to conflict with them. Clear routes for ARFF personnel and equipment shall be maintained at all time. The closing of any vehicular traffic lanes, sidewalks, parking areas and runways must be coordinated with the Department of Port Control.

C-11 EMERGENCY PROCEDURES

In case of an emergency caused by an accident, fire or personal injury or illness, emergency personnel are to be immediately notified by white courtesy phones found throughout the terminal building complex. The emergency phone number is (216) 265 - 4888. The caller must accurately report the location and type of emergency. Airport personnel will respond as necessary.

C-12 CLEANING UP, WASTE DISPOSAL, ENVIRONMENTAL CONTROL

Contractor shall, at all times, keep the work site free from accumulations of waste material or rubbish, and upon completion of the work, shall remove all tools, equipment, surplus materials and rubbish, and leave the work site in a safe and proper condition. All material removed must be disposed of by the contractor off airport property.

Contractor shall comply with all applicable federal, state and local environmental statutes, ordinances and regulations (“Environmental Laws”), and shall obtain any necessary permits and comply with all reporting requirements required by such Environmental Laws. Contractor shall provide the City with copies of all documents submitted to federal, state or local environmental agencies.

Contractor shall not treat, store or dispose of hazardous wastes or hazardous substances on the work site, or allow wastes or substances to be released to the environment. Contractor shall remove from the work site and dispose of all wastes in compliance with applicable Environmental Laws. Any penalty, fine or other liability arising from Contractor’s failure to comply with applicable Environmental Laws shall be borne by Contractor.

If applicable, the bidder shall supply the City all relevant Material Safety Data Sheets (“MSDS”) as part of its bid. This MSDS shall conform to the requirements of the OSHA’s Hazard Communications Regulations for completeness and accuracy of information. Upon acceptance of any bids, the successful bidder will furnish, if applicable, all applicable MSDS and Federal Superfund Amendments and Reauthorization Act, Title III (“SARA III”) documents with each delivery of material.

If any new information is discovered regarding any product that is pertinent to the health and safety of users of the product, and/or the safe disposal of the product, and/or the safety of emergency response personnel, this information shall be conveyed to the City, along with a new MSDS and an explanation of how the Contractor obtained this new information. The new MSDS shall be provided as soon as possible, but in all circumstances within ten (10) calendar days of knowledge of any changes, regardless of whether or not any shipments are scheduled during this period. This new MSDS will become an addendum to the purchase order.

The Contractor shall provide a letter with the bid documents stating whether the products used are or are not an Extremely Hazardous Substance in accordance with the requirements

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of SARA III. This letter will state whether the products or components of each product are subject to annual release reporting, per SARA III. Upon acceptance of any bids, the Contractor shall update his information in accordance with the requirements of SARA III if the product or any of its components become listed after submission of its bid. This obligation to provide updated information shall continue during the entire term of the contract and for a period of one year thereafter.

All shipments and separate containers within each shipment shall be properly labeled as to the contents of the containers. These labels shall, at a minimum, conform to OSHA and Department of Transportation labeling requirements. Failure to properly label shipments and/or containers will result in rejection to the shipment. Failure to label may

result in termination of the purchase order if rejected shipments cause undue delays in operations.

MSDSs are subject to review by the Department of Port Control.

C-13 SAFETY PROCEDURES

Inasmuch as the work area will be accessible to and used by the City and airline employees doing business at the airport during the contract period, it is the successful bidder's responsibility to maintain each work area in a safe, hazard free condition at all times. Should the City find the area unsafe at any time, it will notify the successful bidder and the successful bidder shall immediately take whatever steps are necessary to remedy the unsafe condition.

All materials to be removed from airport property must be done in an appropriate industry standard method and disposed of by the successful bidder off airport property. Should the successful bidder not be immediately available for corrective action, the City may remedy the problem and the successful bidder shall reimburse the City for the expense of such correction, including an administrative fee. The City reserves the right to halt work on a particular area if it, in any way affects the operation of the airport as determined by the Director of Port Control in his sole discretion.

C-14 PERMITS

The successful bidder shall secure, at its expense, all necessary licenses, permits and inspection certificates. The City of Cleveland, Division of Building and Housing, has recently instituted a policy whereby it charges for permits on all City building projects. The successful bidder shall remain responsible for the cost of these and any other necessary permits or fees with their bid.

C-15 PRE-BID CONFERENCE

- A. Pre-Bid conference will be held for all prospective bidders **on Wednesday, February 28, 2024, at 10:00 a.m. local time, VIA WebEx. The call in number is 1-415-655-0002 and the Meeting Number is 2632 716 8769.** Bidders are cautioned that questions, clarifications and information may result from this meeting, which could significantly affect your bid. In addition, by City policy, this will be the **ONLY** opportunity for bidders to talk directly to Department of Port

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Control personnel prior to award of contract. **Attendance at the Pre-Bid conference is not mandatory.**

- B. Please be advised that **all questions must be received** by the Division of Purchases and Supplies at City Hall, located: 601 Lakeside Ave. Room 128, Cleveland, Ohio, 44114, **in writing by 5:00 p.m. local time, on the fifth business day** (excluding Saturdays, Sundays, and Holidays) **following the Pre-Bid meeting. Questions may be faxed to (216) 664-2275 or e-mailed to jgilliam@clevelandohio.gov and purchasing@clevelandohio.gov.**

C-16 PREVAILING RATE OF WAGES

- A. Each laborer, workman or mechanic employed by the contractor for the work herein specified, or by the subcontractor or by other persons involved in such work, shall be paid not less than the prevailing rates of wages as determined by the Department of Industrial Relations of the State of Ohio, which rates have been published and approved, and are on record at the office of the Director of Industrial Relations.
- B. In the event the wage scale for any labor classification is changed between the time the schedule was approved and the time the work required by this contract is performed, or in the event any class of labor employed is not included in the published schedule of prevailing wages, then the rate prevailing at the time the work is actually performed, as ascertained and determined by the U.S. Department of Labor or the Department of Industrial Relations of the State of Ohio, shall govern the work under this contract. **No increase in the contract sum will be allowed for any later increase in the prevailing rate of wages as they may apply to this work.**

C-17 MONITORING OF WORK

The successful bidder will be responsible for providing the Department of Port Control with any and all information necessary to facilitate the monitoring of all work provided under the contract. Additionally, the successful bidder and subcontractors will be required to enter all work performed as work orders in the Department's computerized maintenance management system, Web TMA. If the successful bidder fails to fulfill these requirements, payment will be withheld until these services are rendered.

C-18 DELIVERY TICKET/SERVICE TICKET/PACKING SLIP

- A. All deliveries must be accompanied by a numbered delivery ticket/service ticket or packing slip and must include the following information:
1. Delivery ticket, service ticket or packing slip must be numbered.
 2. Date commodity/service ordered.
 3. Date commodity/service delivered.
 4. The quantity of each commodity/service ordered and delivered, whether on a per pound, per ton, per tank, per sack and/or per gallon basis (as specified on the purchase order and/or in the contract).
 5. Name of the Department of Port Control representative who requested a commodity or service.

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6. Must be signed by the Department of Port Control representative who received the commodity or service.
 7. A copy of the delivery ticket or packing slip must be given to the Department of Port Control representative at the time of delivery.
- B. The vendor will be responsible to the Department of Port Control representative for the accuracy and completeness of these documents.

C-19 INVOICES

- A. All invoices submitted by the successful bidder must include the following information:

1. Invoice number and invoice date.
2. Purchase Order number against which materials have been ordered and are being charged.
3. Date commodity or service ordered.
4. Date commodity or service delivered.
5. Delivery ticket or packing slip number.
6. The quantity of the commodity delivered or cost of the service performed (whether on a per ton, per pound, per tank, per sack, per gallon and/or hourly rate as specified in the contract and/or on the purchase order) for example:

When a successful bidder has been awarded a contract for more than one commodity described as follows:

Item No. 1 at \$10.00 per ton
Item No. 2 at \$1.00 per gallon

And the successful bidder has been requested to deliver 1-ton of Item No. 1 and 500 gallons of Item No. 2, then the invoice for said request shall show the quantity delivered in a manner consistent with the specifications above, for example:

Item No. 1 – 1 ton @ \$10.00/ton	= 10.00
Item No. 2 – 500 gallons @ \$1.00/gal.	= <u>500.00</u>
TOTAL DUE	\$ 510.00

7. Discount percentage where applicable.
- B. The vendor will be responsible to the Department of Finance, Division of Accounts' representative, for the accuracy and completeness of these documents.
- C. Successful bidder is required to submit original invoices, along with accompanying information detailed in Section C-20 A. directly to:

Cleveland Airport System

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Attn: Accounts Payable
5300 Riverside Drive
P.O. Box 81009
Cleveland, Ohio 44181-0009

Or email all invoices to:
Invoices@clevelandairport.com

NOTE: All questions must be submitted in writing directly to Buyer, Jules Gilliam via
e-mail: jgilliam@city.cleveland.oh.us and purchasing@city.cleveland.oh.us or
fax to (216) 664-2275

DATE SUBMITTED _____

SUBMITTED BY

DOING BUSINESS AS: ___ INDIVIDUAL ___ CO-PARTNERSHIP ___ CORPORATION

PRINCIPAL OFFICE ADDRESS:

OFFICIAL REPRESENTATIVES:

IF CORPORATION, ANSWER BELOW:

INCORPORATION DATE _____
IN WHAT STATE _____
PRESIDENT'S NAME _____
VICE PRESIDENTS' NAMES _____

TREASURER'S NAME _____
SECRETARY'S NAME _____

IF CO-PARTNERSHIP, ANSWER BELOW:

DATE ORGANIZED _____
STATE WHETHER PARTNERSHIP IS
GENERAL OR LIMITED _____
NAME/ADDRESS OF EACH PARTNER _____

1. Have you maintained an organization capable of performing the work described in these specifications, for at least five continuous years:

Yes ____ No ____

If no, how long:

_____ years _____ months

2. Print the names of the employees, in the areas responsible for this contract, their function in the company, title and number of years of service with the bidder's firm and years of experiences in the field.

Name	Function/Title	Years of Service	Years of Experience
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. List the address of the main operating facility and, if any, the Engineering Department and the Research Department.

4. Location of the facility that will serve this contract: (street address, city, state, zip code)

5. Does your organization operate a local branch?

Yes _____ No _____

(If yes, list the address)

If your organization operates a local branch, what is the annual branch service volume amount (in dollars):

\$ _____ (yearly)

6. Acknowledge that the employees assigned to the job described in these specifications are actively employed by your company, and that they have a minimum of three years experience with similar equipment and/or services.

Yes _____ No _____

7. List source of items, replacement parts, and supplies, as shown in Part D - Detailed Specifications, and indicate which of the items, replacement parts and/or supplies are available at your facilities and the approximate length of time it would take to obtain those which are not:

8. Print the full names, street addresses, city, state and zip code of the organizations at which your organization has provided materials and/or services as described in these bid documents. Also, print the dates on which such service commenced:

9. BIDDER MUST COMPLETE THIS FORM. THE FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.

By signing this document, I hereby affirm that the information supplied is true and correct to the best of my knowledge.

Authorized Signature

Print Name

Title

CERTIFICATION FOR CHEMICAL SAFETY INFORMATION FOR CITY OF CLEVELAND,
DEPARTMENT OF PORT CONTROL BID REQUEST

BID REFERENCE # (City's #): _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

Regarding the above referenced Bid, I, the undersigned, certify that the following bid items do not contain any Extremely Hazardous Substances per the Federal Superfund Amendments and Reauthorization Act, Title III:

BID ITEMS DESCRIPTION:

- 1.
- 2.
- 3.
- 4.
- 5.

I have enclosed a separate Material Safety Data Sheet for each bid item as per the Bid Request.

NAME (Type) _____

SIGNATURE _____

DATE SIGNED _____

TITLE _____

EXHIBIT "B"

**SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES
ARFF EMPLOYEE UNIFORM ITEMS
DEPARTMENT OF PORT CONTROL
Ordinance No. 497-08**

In the event of any conflict between these Detailed Specifications and the General Conditions, these Detailed Specifications will control.

PART D – DETAILED SPECIFICATIONS

D-1 SCOPE

Authorizing the purchase by one or more requirement contracts (AFSCME Local 100 & IAFF Local 93) of employee uniforms and related items for the various divisions of the Department of Port Control (Airport Rescue & Firefighting), for a period of two years. The pricing, terms and conditions shall remain the same for the Term of the contract. The amount per contract year on any individual contract shall not exceed \$250,000.00.

D-2 MANUFACTURER'S BRAND NAME CLOTHING

1. Only the brand name articles of clothing specified in the Items Sheet shall be accepted unless the specific items has been discontinued, if so an equivalent must be presented and approved by the department ARFF chief or his department designee.
2. Bidders shall include with their bids: specifications, brochures, photographs, samples or any other documentation which clearly indicates the type of equivalent articles of clothing it proposes to supply. After submission, the items must be reviewed and approved prior to any order. Bidder must only submit one price per item line.
3. The department reserves the final right of approval on all articles of clothing prior to their acceptance by the department. In addition, the department retains the right, throughout the term of the Contract, to require the "Successful Bidder" to replace any article of clothing that does not meet Department standards for durability.
4. All articles of uniform clothing must be interchangeable with the department's existing uniforms.
5. If a bidder proposes to supply an equivalent item the department shall, in its discretion, require that a sample of the item be furnished to the "Airport's Central Receiving Department" located at: 19451 Five Points Road, Cleveland, Ohio 44135-3193. All samples may be retained by the Department for thirty (30) calendar days. All samples must be delivered within five (5) calendar days from the date of the request.
6. Failure to supply the required samples will result in rejection of all or part of the bid.

D-3 AIRPORT RESCUE FIRE FIGHTING UNIFORM SPECIFICATIONS

**SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES
ARFF EMPLOYEE UNIFORM ITEMS
DEPARTMENT OF PORT CONTROL
Ordinance No. 497-08**

1. Short Sleeve 5.11 Tactical Polo

Style # 71049 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Fabric: 6.7 oz. jersey knit polyester

Design / Description: Dual pen pockets at left sleeve, Integrated mic loops at the shoulders and chest, Moisture wicking, quick drying Fully gusseted sleeves, Traditional three button placket, Melamine buttons won't burn, crack, or melt, Bar tacking at major stress points, Accepts embroidery and silk-screening, Professional appearance, lasting comfort, Snag and wrinkle resistant fabric and no roll collar.

Embroidery: An official airport fire emblem is to be embroidered on left chest and is to measure 3 ½" x 3 ½", Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color.

Sizes: S - 5XL Reg & Tall

Color: Navy, White, Charcoal

2. Long Sleeve 5.11 Tactical Polo

Style # 72049 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Fabric: 6.7 oz. jersey knit polyester

Design / Description: Dual pen pockets at left sleeve, Integrated mic loops at the shoulders and chest, Moisture wicking, quick drying Fully gusseted sleeves, Traditional three button placket, Melamine buttons won't burn, crack, or melt, bar tacking at major stress points, Accepts embroidery and silk-screening, Professional appearance, lasting comfort, Snag and wrinkle resistant fabric and no roll collar.

Embroidery: An official airport fire emblem is to be embroidered on left chest and is to measure 3 ½" x 3 ½", Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color.

Sizes: S - 5XL Reg & Tall

Color: Navy, White, Charcoal

**SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES
ARFF EMPLOYEE UNIFORM ITEMS
DEPARTMENT OF PORT CONTROL
Ordinance No. 497-08**

3. Short Sleeve 5.11 Utility Polo Cotton

Style #41180 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Fabric: 60/40 Cotton/polyester pique knit fabric

Design/Description: Dual pen pockets at left sleeve. Shrink, fade, and wrinkle resistance. Traditional three button placket. Enhanced colorfastness. No roll collar. Drop tail with side splits.

Embroidery: An official airport fire emblem is to be embroidered on left chest and is to measure 3 ½" x 3 ½", Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color.

Sizes: S - 5XL Reg & Tall

Color: Navy, White, Charcoal

4. Long Sleeve 5.11 Utility Polo Cotton

Style #72057 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Fabric: 60/40 Cotton/polyester pique knit fabric

Design/Description: Dual pen pockets at left sleeve. Shrink, fade, and wrinkle resistance. Traditional three button placket. Enhanced colorfastness. No roll collar. Drop tail with side splits.

Embroidery: An official airport fire emblem is to be embroidered on left chest and is to measure 3 ½" x 3 ½", (If Requested) Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color.

Sizes: S - 5XL Reg & Tall

Color: Navy, White, Charcoal

5. Short Sleeve 5.11 Tactical Shirt (Button Up)

Style # (Men's) 71183 / (Women's) 61158 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

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Fabric: 5.78 oz. poly/cotton twill fabric

Design / Description: 5.11® Ready Pocket™ or approved equivalent, on chest for storing documents or a phone, Hidden front zip closure, Pass-through mic access, Badge tab, Camera/radio loop enforcement kit, Epaulette kit, Triple needle stitching, Reinforced bar tacking at major stress points, Melamine buttons won't melt, burn, or crack.

Embroidery: Airport firemedic patch should be on left sleeve ½" below the shoulder seam in line with the shoulder seam. Flag with stars on opposite side on right sleeve ½" below the shoulder seam in line with the shoulder seam. (If Requested) Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color.

Officer rank affixed on epaulettes – Gold bugles

1 Bugle for Lieutenant

2 Bugles for Captain

4 Bugles for Assistant Chief

5 Bugles for Chief

Sizes: S - 5XL Reg & Tall

Color: Navy & White

6. Long Sleeve 5.11 Tactical Shirt (Button Up)

Style # (Men's) 72344 / (Women's) 62064 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Fabric: 5.78 oz. poly/cotton twill fabric

Design / Description: 5.11® Ready Pocket™ or approved equivalent on chest for storing documents or a phone, Hidden front zip closure, Pass-through mic access, Badge tab, Camera/radio loop enforcement kit, Epaulette kit, Triple needle stitching, Reinforced bar tacking at major stress points, Melamine buttons won't melt, burn, or crack

Accoutrements: Airport firemedic patch should be on left sleeve ½" below the shoulder seam in line with the shoulder seam. Flag with stars on opposite side on right sleeve ½" below the shoulder seam in line with the shoulder seam. (If requested) Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color.

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Officer rank to be affixed on epaulettes – Gold bugles

1 Bugle for Lieutenants

2 Bugles for Captains

4 Bugles for Assistant Chiefs

5 Bugles for Chief

Sizes: S - 5XL Reg & Tall

Color: Navy & White

7. Zip Up Thermal Lined Hooded Sweatshirt **(Provide Sample)*

Fabric: Cotton blend

Embroidery: An official airport fire emblem is to be embroidered on left chest and is to measure 3 ½" x 3 ½", *(If requested) Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color.*

Sizes: S - 5XL Reg & Tall

Color: Navy

8. Pullover Windbreaker

Style: **Provide Sample*

Fabric: Polyester blend

Embroidery: An official airport fire emblem is to be embroidered on left chest and is to measure 3 ½" x 3 ½", Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color.

Sizes: S - 5XL Reg & Tall

Color: Navy

9. Propper ¼ Zip Softshell Job Shirt

Style: F5439

Fabric: 90% polyester / 10% spandex shell

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Embroidery: An official airport fire emblem is to be embroidered on left chest and is to measure 3 ½" x 3 ½", Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color.

Description: Durable water repellent (DWR) treatment resists dirt and moisture Stand collar with YKK Vislon® zipper. Mic clips at shoulders. Dual-depth chest pockets Anti-abrasion canvas reinforcements at elbows, side pockets, and inside collar

Color : Blue

Sizes: S - 5XL Reg & Tall

10. Professional Mock Turtle Cobmex Tactical Shirt

Style # MN100 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Fabric: cotton polyester blend

Embroidery: An official airport fire emblem is to be embroidered on left chest and is to measure 3 ½" x 3 ½", Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color.

Sizes: S - 5XL Reg & Tall

Color: Navy & White

11. Quarter Zip Job Shirt 5.11

Style # 72314 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Fabric: 80% cotton 20% poly

Design / Description: No-roll collar, Side seam hand warmer pockets, Accepts embroidery and silk screening well, Stain resistant finish, Locker loop at inner collar, Secure cuffs and hem, Chest Break-Through™ pocket with hook and loop fastener divider, Mic pockets at both shoulders, Pen pockets on left sleeve.

Embroidery: An official airport fire emblem is to be embroidered on left chest and is to measure 3 ½" x 3 ½", Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color.

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Sizes: S - 5XL Reg & Tall

Color: Navy & Gray

- 12. Class A Fechheimer Dress Shirt (Long Sleeve)** or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Style: Men's White 35W5400 Light Blue 15W5425

 Women's White 12R5400 Light Blue 139R5425

Fabric: Cotton Polyester Blend

Color: Light blue for firemedic and white for officer

Emblems: An official Airport Fire emblem is to be embroidered on left sleeve. Emblem is to be sewn on left sleeve ½" below the shoulder seam centered in line of the shoulder seam. Emblem must be supplied by vendor and meet specifications of Emblem specification. An American flag with stars on the opposite side is to be embroidered on right sleeve. Flag is to be sewn on left sleeve ½" below the shoulder seam centered in line of the shoulder seam. Flag must be supplied by vendor and meet Flag specification.

Sizing: *The grade for long sleeves includes three (3) lengths – short, medium, and long to properly fit all wearers. Shirts shall be sized on neck and arm length. Ladies sizes on made to order basis.*

Note: *Exceptional sizes – A small percentage of the members of the department cannot be fitted in the standard ready-made sizes, successful bidder shall be responsible for fitting these members, at no additional charge to the City of Cleveland.*

- 13. Class A Dress Trouser Fechheimer**

Style: Men's 38200 / Women's 38233 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Dress Trouser

Fabric: Polyester blend

Color: Navy

Sizes: Sizing to individual's measurements

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Note: *Exceptional sizes – A small percentage of the members of the department cannot be fitted in the standard ready-made sizes, successful bidder shall be responsible for fitting these members, at no additional charge to the City of Cleveland*

14. **Class A Dress Fechheimer Blouse** equivalents will not be accepted or approved.

Style: 38800

Description: Single breasted blouse for all members except the chief officers, they shall have the double-breasted blouse, with 4 'dummy' pocket flaps, 2 inside pockets. Epaulettes and badge tab to be affixed by vendor.

Attachments: An official Airport Fire patch is to be affixed to left sleeve. Emblem is to be sewn on left sleeve ½" below the shoulder seam centered in line of the shoulder seam.

Firemedic- All buttons shall be silver in color. Maltese crosses, silver, to be added to sleeve for every 5 years of service.

Officer- All buttons shall be gold in color. Maltese crosses, gold, to be added to sleeve for every 5 years of service. Both sleeves shall have gold braid rank affixed:

Lieutenant	1 gold sash
Captain	2 gold sashes
Asst. Chief	4 gold sashes
Chief	5 gold sashes

**Chiefs- All chief officers shall have the double-breasted blouse with 4 'dummy' pocket flaps, 2 inside pockets. Epaulettes and badge tab to be affixed by vendor.*

Fabric: Polyester blend

Color: Navy

Sizes: Sizing to individual's measurements

Note: *Exceptional sizes – A small percentage of the members of the department cannot be fitted in the standard ready-made sizes, successful bidder shall be responsible for fitting these members, at no additional charge to the City of Cleveland.*

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15. Class A Dress Cap Hankin Brothers

Style: Flighter or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Hat to have silver band and buttons for firemedic and gold for officer.

Fabric: Polyester blend

Color: Navy

Sizes: Sizing to individual's measurements

Note: *Exceptional sizes – A small percentage of the members of the department cannot be fitted in the standard readymade sizes, successful bidder shall be responsible for fitting these members, at no additional charge to the City of Cleveland.*

16. Straight Class A Samuel Broome Tie

Style: 90019 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Clip on or standard medium necktie

Color: Black

Size: 14" - 22"

17. Class A Shoes Thorogood Men / Women

Style Number: Men 8316027 / Women 5316303 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Stock sizes: Men's and Women's sizes - medium: sizes 4, 5, 6-12 (whole and half sizes), 13, 14, 15; wide: 7-14 (whole and half sizes)

Colors: Black

18. Sweatshirt – Beefy T Crew Style Heavy Weight

Style # 0F260

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Fabric: 9.7 oz Heavy Weight Cotton Fleece

Accoutrements: "AIRPORT FIRE" in 4" white letters on the back; ARFF logo on front-left breast, Rank front-right "Firemedic" "Lieutenant" "Captain" "Asst. Chief", "Chief" in White letters.

Sizing: S-5XL

19. 5.11 Professional Tee Shirt (Short Sleeve)

Style Number: 71309 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Fabric Type: 100% Cotton jersey, 6.0 oz.

Features: This Professional Short-Sleeve offers a good wicking performance and is wrinkle and fade resistant. It has a longer cut and is designed to give you great comfort.

Accoutrements: "AIRPORT FIRE" in 4" white / navy letters on the back; Airport Fire logo on front-left breast, Rank front-right "Firemedic" "Lieutenant" "Captain" "Asst. Chief", "Chief" in White letters.

Stock sizes: XSM - 4XL

Colors: Midnight Navy, White

20. Hanes Short Sleeve Beefy T Shirt

Style Number 05180 or approved equivalent; all equivalents must be approved by the Fire Chief prior to award.

Fabric Type: 100 % Ringspun Cotton 6.0 Oz

Features: This short sleeve shirt is unisex shoulder-to-shoulder taping for extra strong seams at the sleeves and the shape-holding, lay-flat crewneck. With a roomier cut, this classic tee gives you plenty of room to move.

Accoutrements: "AIRPORT FIRE" in 4" white / navy letters on the back; Airport Fire logo on front-left breast, Rank front-right "Firemedic" "Lieutenant" "Captain" "Asst. Chief", "Chief" in White letters.

Stock sizes: XSM - 4XL

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Colors: Midnight Navy, White

21. 5.11 Professional Tee Shirt (Long Sleeve)

Style Number: 72318 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Fabric Type: 100% Cotton jersey, 6.0 oz.

Features: This Professional Long-Sleeve T offers a good wicking performance and is wrinkle and fade resistant. It has a longer cut and is designed to give you great comfort.

Accoutrements: "AIRPORT FIRE" in 4" white / navy letters on the back; Airport Fire logo on front-left breast, Rank front-right Breast "Firemedic" "Lieutenant" "Captain" "Asst. Chief", "Chief" in White letters.

Stock sizes: XSM - 4XL

Colors: Midnight Navy, white

22. Hanes Long Sleeve Beefy T Shirt (Long Sleeve)

Style Number #5186 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Fabric Type: 100 % Ringspun Cotton 6.0 Oz

Features: This short sleeve shirt is unisex shoulder-to-shoulder taping for extra strong seams at the sleeves and the shape-holding, lay-flat crewneck. With a roomier cut, this classic tee gives you plenty of room to move.

Accoutrements: "AIRPORT FIRE" in 4" white / navy letters on the back; Airport Fire logo on front-left breast, Rank front-right "Firemedic" "Lieutenant" "Captain" "Asst. Chief", "Chief" in White letters.

Stock sizes: XSM - 4XL

Colors: Midnight Navy, White

23. 5.11 Company Pant 2.0 Men's and Women's

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Style: # 74508 #64435

Fabric Type: 7.8 oz 100% Cotton Twill

Features: Self adjusting waste band, firefly thread throughout pant. 4 pockets. Certified NFPA 1975 (2019) Edition.

Stock Sizes: 30 – 60 waists, inseams to come hemmed, male and female options.

Colors: Midnight Navy

24. 5.11 Apex Pants

Style Number: Men's #74434 Women's #64446 or approved equivalents must be approved by the Fire Chief prior to award.

Fabric Type: Flex-Tac mechanical stretch canvas combined with Teflon.

Features: unimpeded mobility and supreme stain performance. The Apex Pant features a comfort waistband, low profile cargo pockets and extra rear pockets. The lo-pro cargo

pockets secure with a zipper closure. The additional twin pockets at the rear maintain a clean, unobtrusive profile.

Stock Sizes: 30 – 60 waists, inseams to come hemmed, male and female options.

Colors: Midnight Navy

25. 6" BOOT A.T. A. C. / 5.11 Tactical Series

Style Number: Men 12002 / Women 12025 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Stock sizes: Men's and Women's sizes - medium: sizes 4, 5, 6-12 (whole and half sizes), 13, 14, 15; wide: 7-14 (whole and half sizes)

Colors: Black

26. Under Armor Mirage Shoe

Style Number: 1287351 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

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Upper Features: Lightweight breathable mesh upper with synthetic overlays provides a supportive and comfortable cradle around the foot, TPU toe cap for protection, Anti-microbial Ortholite® sockliner or approved equivalent, Lightweight EVA midsole for optimal cushion, TPU heel cradle for stability, High abrasion carbon rubber outsole with aggressive traction.

Stock sizes: Men's & Women's sizes 8, 8.5, 9, 9.5, 10, 10.5, 11, 11.5, 12, 13, 14 and wide

Colors: Black

27. 5.11 A/T™ MID WATERPROOF BOOT

Style Number: #12446 Tac Dry® Waterproof and Blood Borne Pathogen resistant membrane

Features: All Terrain Load Assistance System for complete support and stability. Waterproof breathable Mesh upper construction with TPU welded panels for durability. 3D molded Rubber toe cap and heel counter for added support and durability. Dual Density PU midsole with 5.11® Echo high rebound foam in the forefoot and 5.11® Force shock absorbing foam in the heel. Removable 5.11® support plate to support carrying a heavier load. Full rubber outsole with ASTM slip and oil resistance. Multi-direction outsole lug pattern
Ortholite® insole

Stock sizes: Men's & Women's sizes 8, 8.5, 9, 9.5, 10, 10.5, 11, 11.5, 12, 13, 14 and wide

Colors: Black

28. 5.11 Slip-on Company CST Boot 2.0

Style: (Men's) 12033 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: The Company Boot 2.0™ or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Color: Black

Sizes: Men's & Women's sizes 8, 8.5, 9, 9.5, 10, 10.5, 11, 11.5, 12, 13, 14 and wide.

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29. **Rocky Low-Cut Shoe**

Style Number: 5001 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Stock sizes: Men's & Women's sizes 7-12, 13, 14, 15; EW 7-12, 13, 14, 15

Colors: Black

30. **5.11 Utility PT Shorts**

Style Number: 43061 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Fabric: 100% Polyester

Design: Close hole mesh for breathability, fabric is moisture wicking and quick drying, anti-microbial technology added to the fabric, side seam hand pockets, gusseted crotch and increased range of motion, scope is heat transfer quality, UPF 50.

Emblem: An official Airport Fire emblem is to be embroidered on the left front leg. The size of the emblem is to measure 3-1/2" x 3-1/2".

Sizing: SM – 3X

Color: Midnight Navy

31. **Sweatpants Under Armor (or "approved equivalent")**

Style #: 1248351 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: 9.9 oz. Drawstring waist or elastic waist, open at ankles cotton/Polyester,

Emblem: An official Airport Fire emblem is to be embroidered on the left front leg. The emblem is to measure 3-1/2" x 3-1/2".

Sizes: X-Small to 4X-Large

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Color: Midnight Blue

32. Thermal Underwear Shirt (Men's & Women's)

Style: 50% Polyester, 50% Cotton thermal knit, wrist length, double layer long knit cuffs, reinforced seams.

Material: 50% Cotton & 50% Polyester thermal knit – machine wash warm, tumble dry low and Pre-shrunk.

Sizes: Men's Small (30-32), Medium (34-36), Large (38-40) X-Large (42-44), XX-Large (46-48), XXX-Large (50-52), Women's sizes XS, S, M, L, XL

33. Thermal Underwear Bottom (Men's & Women's)

Material: 50% Cotton & 50% Polyester thermal knit – machine wash warm, tumble dry low and Pre-shrunk fabric will not shrink.

Sizes: Men's - Small (30-32), Medium (34-36), Large (38-40) X-Large (42-44), XX-Large (46-48), XXX-Large (50-52), Women's sizes XS, S, M, L, XL.

34. All Weather Dress Coat Class A Blauer

Style #: 7010 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Color: Police and Fire Blue

Material: The fabric shall be 65% Polyester, 35% Cotton poplin cloth, with a durable water repellent finish conforming to MIL-C-29363

General Design: The coat shall be as double breasted design with belt and buckle, button throat closure, chest flap, shoulder straps, two inside hanging pockets, center back vent with inner flap, half cape back and zip out liner and shall be water repellent finished. The coat shell shall conform to MIL-C-29380B in all details.

Emblem: An official Airport Fire - Firemedic emblem patch is to be sewn on left sleeve. Emblem is to be sewn on left sleeve ¼" below the shoulder seam centered in line of the shoulder seam. An American flag with stars on the opposite side is to be embroidered on right sleeve. Flag is to be sewn on left sleeve ½" below the shoulder seam centered in line of the shoulder seam. Flag must be supplied by vendor and meet Flag specification.

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Sizes: The size range shall be size 34-38 short, 34-56 regular, 38-56 extra-long. Ladies sizes on made to order basis.

Sample: *Each bidder shall furnish a sample they propose to furnish prior to award under terms of said bid to the Cleveland Hopkins Aircraft Rescue & Firefighting Facility, 5651 Postal Road, Cleveland, Ohio, 44135.*

Note: *Exceptional sizes – A small percentage of the members of the department cannot be fitted in the standard readymade sizes, successful bidder shall be responsible for fitting these members, at no additional charge to the City of Cleveland.*

35. Reversible Duty Jacket 5.11

Style Number: 48037 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Details: Hi-visibility jacket side features a generous application of 3M™ Scotchlite™ or approved equivalent, reflective tape for complete compliance with ANSI/ISEA 107-2010 regulations on hi Vis workwear. Zippered hand warmer pockets and internal chest pockets are TacTec System™ compatible, and a roll-up/removable hood, waterproof, windproof, breathable, Hi-visibility exterior shell, TacTec System compatible, Internal chest pockets, Zippered hand warmer pockets, Fully reversible, 3M Scotchlite reflective tape, Seam-sealed construction, YKK® zippers, Prym® snap

Emblem: Airport Firemedic patch should be on left sleeve ½" below the shoulder seam in line with the shoulder seam of the non-high viz side of jacket.

Sizes: S - 4XL Reg & Tall

36. 3 in 1 EMS Jacket 5.11

Style: 48073 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Emblem: Airport Fire medic patch should be on left sleeve ½" below the shoulder seam in line with the shoulder seam. Jacket liner shall have the airport fire emblem to be embroidered on left chest and is to measure 3 ½" x 3 ½", rank and badge number shall be embroidered on the right chest, ½" block lettering, gold in color. For jacket designations refer to the next paragraph.

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CUSTOMIZATION: Name Tab. Velcro with removable name plate. Name plates to be embroidered with ¾" block letters in two lines, rank on top and badge number under name. Silver for firemedics and gold for officers.

COLOR: Color style shall be the high viz yellow with black bottom.

SIZE RANGE: Unisex-Short: XS-L, Regular: S-3XL, Long: M-3XL

37. Softshell Fleece Station Jacket Blauer

Style: 4660 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Blauer soft-shell are made using a proprietary stretch nylon faced fabric that won't pick, pill or fade like ordinary fleece and soft-shell. The backing is a warm and comfortable medium weight micro fleece. We added a water-repellent treatment to the fabric and made it tough and extremely quiet. The end result is a neat looking uniform duty jacket that is weather resistant, warm, and practical. Even the Chief loves these for the professional appearance they present.

Embroidery: An official airport fire emblem is to be embroidered on left chest and is to measure 3 ½" x 3 ½", Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color.

Colors: Black or Navy Blue

Sizes: S, M, L, XL, XXL, XXXL, XXXXL (Regular and Tall)

38. Propper Icon Softshell Vest

Style: F5429 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Fabric: 8oz 94% polyester/6% spandex soft shell

Description: Durable water repellent (DWR) treatment resists dirt and moisture. Fleece lined stand collar. Full zip front. Magnetic document and zippered pouched hand pockets. Drawstring waist with dual locking toggles.

Embroidery: An official airport fire emblem is to be embroidered on left chest and is to measure 3 ½" x 3 ½", (If requested) Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color.

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Sizes: S, M, L, XL, XXL, XXXL, XXXXL (Regular and Tall)

39. Port Authority Fleece Vest-Mid-Weight

Style: F219

Fabric: 100% Polyester

Description: 8.3-ounce, 100% polyester. Twill-taped neck. Reverse coil zipper. Chin guard. Bungee cord zipper pulls. Tricot-lined armholes. Front zippered pockets. Open hem with drawcord and toggles for adjustability

Embroidery: An official airport fire emblem is to be embroidered on left chest and is to measure 3 ½" x 3 ½", (If requested) Rank and badge number shall be embroidered on the right chest; ½" block lettering, gold in color

Sizes: XS, S, M, L, XL, 2XL, 3XL, 4XL, 5XL, 6X

Color: Navy Blue

40. Winter Hat Blauer

Style: 125 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Embroidery: "AIRPORT FIRE" to be embroidered on front of hat and badge number on back, and all embroidery to be ½" gold letters.

41. Skull Cap (Cobmes)

Style: 1110 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Embroidery: "AIRPORT FIRE" to be embroidered on front of hat and badge number on back and all embroidery to be ½" gold letters.

42. Adjustable Hat Blauer (Baseball Style)

Style: 182-1 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

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Fabric: The fabric shall be cotton blend.

Sizing: Adjustable sizing to fit S, M, L, XL, XXL

Emblem: An official Airport Fire emblem is to be embroidered on the cap. The embroidered emblem patch is to be centered on the front of the cap ¼" to ½" above the visor, American flag on the left side of cap and badge number or name to be embroidered in gold on back.

43. Fitted Hats Under Armour (Baseball Style)

Style: 1219733 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Fabric: The fabric shall be cotton blend.

Sizing: Adjustable sizing to fit S, M, L, XL, XXL

Emblem: An official Airport Fire emblem is to be embroidered on the cap. The embroidered emblem patch is to be centered on the front of the cap ¼" to ½" above the visor, American flag on the left side of cap and badge number or name to be embroidered in gold on back.

44. Thermal Socks Dickies

Style: Walmart # 2360584 or approved equivalent.

Description: These Dickies Crew Socks or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Sizing: 6 – 13

45. Dress Socks Bombas

Style: Dress Sock

Description: Bombas Dress Solids or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.
70% Cotton, 13% Polyester, 12% Nylon, 5% Spandex.

Color: Black

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Sizing: S – XL

46. Low Cut Socks Hanes 6 Pack

Style: Hanes 040-11-0210 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: The Hanes Premium Men's X-Temp Dry Crew Socks or approved equivalent. 67% Cotton, 28% Polyester, 4% Latex, 1% Spandex.

Sizing: 6 - 14

Color: White or Black

47. Crew Socks Hanes 6 pack

Style: Hanes 040-11-0078 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: The Hanes Premium Men's X-Temp Dry Crew Socks or approved equivalent. 67% Cotton, 28% Polyester, 4% Latex, 1% Spandex.

Sizing: 6 - 14

Color: White or Black

48. Thorlo Moderate Cushion Mid-Calf Military Socks (Black)

Style: Thorlo Maximum Cushion Over Calf Military Socks or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: The Thorlo Unisex Maximum Cushion Over-Calf Military Socks are specifically designed to enhance mobility and maintain foot health under demanding field training and combat conditions.

Sizing: 6 - 14

49. Boston Leather Buckle less Velcro Belt

Style: 6635 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

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Description: 1 ¾" Boston Leather hook and loop Belt, plain with belt buckle Silver for firemedic and Gold for officer

Sizing: 22" -92"

50. Boston Leather Buckle Belt

Style: 6605 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: 1 ¾" Boston Leather Garrison Belt, plain with belt buckle Silver for firemedic and Gold for officer

Sizing: 22" - 92"

51. Operator 5.11 Belt

Style: 59405 019 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: 1 ¾" ultra-strong nylon mesh belt with stainless steel buckle with a 6000lb rating.

Sizing: S- 4XL

52. Neoprene Gloves Finger Fashions

Style: 2101-K or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: The full Neoprene back repels the elements while the synthetic leather palm provides excellent grip and feel. Sure grip reinforced non-slip patches are on the palm, middle, ring and little finger for maximum grip. Velcro closure maintains snug fit. Full Kevlar Lining for Maximum Cut Resistance.

Sizing: S - 3XL

53. Extrication Gloves Ringers

Style: R314EXTRICATION or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

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Description: Flexible TPR impact protection on knuckles and fingers, high visibility for increased safety, CE rated for EN388 level 2 cut and puncture resistance, KevLoc grip system on palm & fingers enhances grip, extended cuff with gaiter closure to keep out debris, reflective markings for increased visibility, Kevlar stitched palm with padding.

Sizing: S - 3XL

54. Men's Athletic ABR Shoe 5.11

Style: 16004 019 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Lightweight, low-profile platform, Ortholite® 2mm construction and an Ortholite® sock liner or approved equivalent, these shoes deliver all-day support and comfort. High-performance training shoe. Enhanced comfort, stability, and traction, Ideal for cross training and any heavy workout, 8mm heel-to-toe drop, Welded, stretch mesh upper, Toe reinforcement, Ortholite® sock liner, Rope Ready™ Zone, Imported or approved equivalent.

Sizing: 4 - 15 Reg - Wide

55. Women's Athletic Shoe 5.11

Style: 16005 019 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Lightweight, low-profile platform, Ortholite® 2mm construction and an Ortholite® sock liner or approved equivalent, these shoes deliver all-day support and comfort. High-performance training shoe. Enhanced comfort, stability, and traction, Ideal for cross training and any heavy workout, 8mm heel-to-toe drop, Welded, stretch mesh upper, Toe reinforcement, Ortholite® sock liner, Rope Ready™ Zone, Imported or approved equivalent.

Sizing: 4-11 Reg

56. Gear Bag (Large) Lighting Brand

Style: LXFB10-R or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Heavy duty bag for carrying and transporting firefighting gear and equipment.

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57. Equipment Bag (Small) Port Authority

Style: BG990S or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Heavy duty bag for carrying and transporting gear and equipment.

58. Side slide Seek Lamp Side Mounted Helmet Flashlight Foxfury

Style: 940K-010FI or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Light comes with a custom adaptor that mounts to the side of a hard hat or firefighter helmet. Pressing and hold the release lever to slide the flashlight out. Insert the light into the holder and once locked into place, the light now becomes a hands-free helmet light. The Side Slide C-Clamp delivers a powerful 200 lumens focused beam and is best for use in structural firefighting along with rescue and industrial applications.

59. Flashlight Mini Mag-lite

Style: SP2P01H or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Mini Maglite 2AA flashlight or approved equivalent.

LEATHERMAN MULTI TOOL WITH HOLSTER (Black or Stainless Steel)

STYLE: Wave + Features 18 tools. All Locking Features. Every feature (except the plier head) locks into place, so you can use the tools safely and effectively. Outside-accessible Features multi-tools that are accessible while the tool is in its folded or closed position. One-hand Operable Features keep one hand free. Open and use features on this tool with one hand. Lanyard Ring. This secure ring attaches the tool safely and securely to a lanyard.

60. LEATHERMAN SHEARS WITH HOLSTER

Style: Raptor Rescue or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Made from 420HC Stainless Steel, Glass-filled Nylon, and Carbide. This tool include 420HC Stainless Steel Folding Shears, Strap Cutter, Ring Cutter, Ruler

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Oxygen Tank Wrench, Carbide Glass Breaker

61. Shirt Badge (Officer)

Style: B538 Curved or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Gold in color.

Customization: Line one: Specified Rank, Line two: "CLEVELAND AIRPORT". Line three: "FIRE RESCUE", Line four to have badge number.

<u>Interior Color:</u>	<u>Rank:</u>	<u>Color:</u>	<u>Bugle:</u>
	Lieutenant	Blue	One Bugle
	Captain	Blue	Two Bugles
	Asst. Chief	Red	Four Bugles
	Chief	Red	Five Bugles

62. Wallet Badge (Officer)

Style: B538 Flat or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Gold in color.

Customization: Line one: Specified Rank, Line two: "CLEVELAND AIRPORT". Line three: "FIRE RESCUE", Line four to have badge number.

<u>Interior Color:</u>	<u>Rank:</u>	<u>Color:</u>	<u>Bugle:</u>
	Lieutenant	Blue	One Bugle
	Captain	Blue	Two Bugles
	Asst. Chief	Red	Four Bugles
	Chief	Red	Five Bugles

63. Shirt Badge (Firemedic) Blackinton

Style: B538 Curved or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Curved badge to be worn on uniform.

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Customization: Line one: "FIREFIGHTER", Line two: "CLEVELAND AIRPORT". Line three: "FIRE RESCUE", Line four to have badge number. Badge is to be silver in color.

Interior: Silver center insignia of A2484

64. Wallet Badge (Firemedic) Blackinton

Style: B538 FLAT or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Flat badge designed for wallet placement, Silver in color.

Customization: Line one: "FIREFIGHTER", Line two: "CLEVELAND AIRPORT". Line three: "FIRE RESCUE", Line four to have badge number. Badge is to be silver in color.

Interior: Silver center insignia of A2484

65. Hat Badge (Officer) Blackinton

Style: B485 Curved or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Gold in color screw on post

Customization: Line one: "CLEVELAND AIRPORT", Line two "FIRE RESCUE" to be engraved in appropriate space.

Interior: Gold center insignia to match shirt badge.

66. Hat Badge (Firemedic) Blackinton

Style: B485 Curved or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Silver in color screw on post.

Customization: Line one: "CLEVELAND AIRPORT", Line two "FIRE RESCUE" to be engraved in appropriate space.

Interior: Silver center insignia of A2484

67. Officer Pin / Insignia Blackinton

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Style: CB056, CB057, CB060 and CB061 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: gold colored, approximate size 5/8" (single bugles), 3/4" (multi-bugles), Post and clutch back attachment.

Customization:

- 1 Bugle for Lieutenants
- 2 Bugles for Captains
- 4 Bugles for Assistant Chiefs
- 5 Bugles for Chief

68. Survival Right Angle LED Light - Streamlight

Style: 90541 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Flashlight case is made from high impact, super tough nylon and is "O" Ring sealed, Unbreakable Lexan Lens with silicone anti-scratch coating is assembled in a heavy duty bezel, 3-Watt Luxeon LED, impervious to shock with a 50,000 hour lifetime, Run time high is up to 3 continuous hours and low is up to 6 continuous hours, 6-3/4-Inch high by 2-3/4-Inch wide; 3-Inch diameter

Color: Yellow, Orange, Black

69. Performance Intrinsic Tasker Helmet Light Foxfury

Style: 400-FF417-5 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Max Output: 54 lumens LED flashlight that is adjustable and can be banded to several styles of fire helmets.

70. Radio Strap (3 piece) Boston Leather

Style: Strap 6543-1 (Reg), 6543S-1 (Short), 6543XL-1 (Tall) Anti Sway Strap 5425-1 Radio Holder (to fit current portable radio) or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Firefighter's adjustable radio strap to hold radio and microphone. Can be worn over uniform and/or turn out gear.

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Size: short, regular, tall

71. Glove Strap Velcro Gold Fire

Style: VGS or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: heavy duty glove holder with clip to affix to firefighting gear.

72. 5.11 Double Duty Responder Knife

Style: 51073 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: The Double Duty Responder Tool is a quick and adaptable service tool that cuts quickly, easily, safely, and is used by EMS professionals around the country.

73. 5.11 Burner FF Sunglasses

Style: 52034 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: Combining a subtle and stylish aesthetic with superior vision enhancement, and built in partnership with Wiley X® Performance Eyewear or approved equivalent

74. Rush 24 Backpack

Style: 58601 or approved equivalent, all equivalents must be approved by the Fire Chief prior to award.

Description: tactical backpack, the RUSH24™ or approved equivalent is a high-performance tactical pack suitable for active duty, hunting and recreation, or grab-and-go. Compatible with 5.11® Tier System and Scabbard, the pack features unmatched storage capability, a wrap-around MOLLE and Slick Stick-compatible web platform, adjustable shoulder and sternum straps, a 60-oz. hydration pocket, and durable, water-resistant construction.

Main Compartment - 20" H x 12.5" L x 8"

Front pocket - 12.5" x 11" x 2"

Hydration pocket -18" x 12.5"

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Total Capacity - 2275 cubic inches / 37 liters

Color: All available colors options

D-4 AVAILABILITY OF CLOTHING

- A. All bidders must confirm, by its authorized representative's signature on Exhibit Form "A", that it will be able to provide any article of uniform clothing specified in the Items Sheet. All articles of uniform clothing must be delivered within the time indicated by the Successful Bidder on the Items Sheet from the receipt of an order.
- B. All articles of uniform clothing supplied in the performance of the Contract will be original manufacturer's brand name articles. The Successful Bidder is not authorized to use any substitutes.

D-5 OR EQUAL SPECIFICATION

- A. The use of the brand names, various model/style numbers and other precise descriptions are solely intended for the purpose of more precisely describing the product, and are not intended to limit competition. Bidders who wish to propose alternate products of equivalent standards are actively encouraged to do so if the requested item is not available. Include Manufacturer's Catalog and model/style numbers where requested for each item on the Bid Schedule of Items Page. Submit complete specifications and product information with the bid. The City reserves the right to test and approve or disapprove all alternates. The City may require submission of samples for inspection or testing, which will be returned to the submitter upon completion of inspection or testing.

D-6 MODEL/STYLE CHANGES

Model/style changes during the contract may be allowed, but only upon written approval of the Chief of Fire and his/her designated representative and only for cases where the original model/style is no longer available from the manufacturer.

D-7 UNIFORM FITTINGS

The Successful Bidder shall, at its sole cost, conduct fittings of employees for the various items of clothing at Cleveland Hopkins International Airport's, Airport Rescue & Firefighting Building, located at 5601 Postal, Cleveland, Ohio 44135-3193. Hours for employee fittings shall be between 7:00 a.m. and 4:00 p.m. Monday through Friday. The dates for fittings shall be determined by mutual agreement between the Successful Bidder and the Department of Port Control.

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D-8 AVAILABILITY OF CLOTHING

All bidders must confirm, by its authorized representative's signature on Exhibit Form "A", that it will be able to provide any article of uniform clothing specified in the Items Sheet. All articles of uniform clothing must be delivered within the time indicated by the Successful Bidder on the Items Sheet from the receipt of an order.

All articles of uniform clothing supplied in the performance of the Contract will be original manufacturer's brand name articles. The Successful Bidder is not authorized to use any substitutes.

D-9 AWARDING ITEMS

Bidders must bid on all items to be considered for an award.

D-10 DELIVERY

Orders must be accepted between the hours of 8am and 3pm Monday through Friday, exclusive of holidays. All deliveries must be made in accordance with these Detailed Specifications. Unless otherwise notified in writing all ordered items will be delivered to:

**Department of Port Control
Cleveland Hopkins International Airport
Central Receiving Building
19451 Five Points Road
Cleveland, Ohio 44135-3193**

All deliveries will be coordinated with the Central Receiving Manager at (216) 898-5160. If the Successful Bidder is unsuccessful in contacting Central Receiving, the Successful Bidder shall contact the Operations Department at (216) 265-6090.

D-11 NO ADDITIONAL CHARGES

The Successful Bidder shall be paid only for the items ordered and delivered, as needed, as determined by the Department in its sole discretion. The prices quoted in the Items Sheet must include all costs, including delivery. No separate delivery fees or additional charges will be considered or paid.

D-12 CANCELLATION

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If, in the sole opinion of the Director of the Department of Port Control, the Successful Bidder does not meet the requirements and performance standards as set forth in these Detailed Specifications, the Director reserves the right to cancel the Contract upon five (5) calendar day's written notice.

D-13 PAYMENT

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-20 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 the

Successful Bidder to modify the format of the invoices at any time upon thirty (30) calendar days written notice. The City shall pay the Successful Bidder upon the Director of Port Control's or his authorized representative's ("Director") approval of the invoice. If the Director does not approve an invoice, the City shall inform the Successful Bidder, in writing within ten (10) calendar days of its receipt, as to the reasons for disapproval and the corrective actions necessary to qualify the invoice for approval.

D-14 SPECIAL PROVISIONS

These specifications notwithstanding, if for any reason, the execution of the Contract is delayed until a date after the termination of a prior contract 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 will be the day after the expiration of the prior contract.

D-15 MANDATORY CONTRACT LANGUAGE

Federal laws and regulations require that recipients of federal assistance (City of Cleveland) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all City contracts, regardless of *whether or not* the contracts are federally-funded. This requirement was established when the City accepted the Airport Improvement Program ("AIP") grant assurances.

To maintain eligibility of their procurement actions, the City must incorporate applicable contract provisions in all federally-assisted procurement and contract documents, including all subcontracts. For purposes of determining requirements for contract provisions, the term **contract** includes subcontracts.

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a. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

b. SOLICITATION NOTICE

The City of Cleveland, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Non Discrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

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3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

4. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to

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protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

1. TITLE VI LIST OF PERTINENT NON DISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies,

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and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et. Seq.).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

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. () 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.

Name of Contractor or Subcontractor

By: _____

Title: _____

*"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.

**SUPPLEMENTAL
NOTICE TO BIDDERS**

**Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES
DISCLOSURE**

Each bidder and/or appropriate parties should complete the DISCLOSURE and submit it with the bid, if possible. If not submitted with the bid, it must be completed and submitted to the Commissioner of Purchases and Supplies before the City will award a contract. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.

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.