

BID ADVERTISEMENT FOR THE WEEKS OF

June 25, 2025 & July 2, 2025

BID OPENS - THURSDAY AUGUST 7, 2025

FILE NO. 86-25 2025 Citywide Unarmed Uniformed Security Services
FOR VARIOUS DIVISIONS FOR THE DEPARTMENT OF FINANCE AS
AUTHORIZED BY ORDINANCE 197-2024 PASSED BY COUNCIL MARCH 4, 2024.

There will be a **NON-MANDATORY Pre-Bid Meeting**, Wednesday, July 9, 2025 at
10:00 am., via WebEx. To call into meeting dial 1-455-655-0003, Access code -
2308 317 0502.

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

Ordinance No. 197-2024

By Council Members: Griffin (by departmental request)

An emergency ordinance authorizing the Director of Finance to enter into various written standard purchase and requirement contracts needed for unarmed, uniformed security guard services and for equipment, supplies, and services, needed for citywide electronic protection of physical facilities, including installation, training, labor, and materials, if necessary, for the various divisions of City government, for a period of one year, with two one-year options to renew, exercisable by the Director of Finance.

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

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

Section 1. That the Director of Finance is authorized to make one or more written standard purchase contracts and written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for a period of one year, with two one-year options to renew, exercisable by the Director of Finance, needed for unarmed, uniformed security guard services and for equipment, supplies, and services, needed for citywide electronic protection of physical facilities, including installation, training, labor, and materials, if necessary, for the various divisions of City government, to be purchased by the Commissioner of Purchases and Supplies on a unit basis for the various divisions of City government. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines.

Section 2. That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Finance may sign all documents that are necessary to make the purchases and may enter into one or more contracts with the vendors selected through that cooperative process.

Section 3. That the costs of the standard and requirement contract or contracts shall be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of any purchase under the contract, each of which purchases shall be made on order of the Commissioner of Purchases and Supplies by a delivery order issued against the contract or contracts and certified by the Director of Finance. (RQN 1505, RL 2024-6)

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

Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed March 4, 2024.

Effective March 5, 2024.

City of Cleveland

DEPARTMENT OF FINANCE
PAUL C. BARRETT
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 (whether Unit, or Gross and extensions) clearly and accurately presented?
- ___ 3. Is the delivery time stated? 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?
- ___ 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?
- ___ 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 for Bid Consideration

- ___ 1. Do you have questions about a contract compliance certification number or a CSB/ minority/female business enterprise certification number, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- ___ 2. Is your contract compliance certification certificate, statement of deemed compliance, or an application for certification included in the bid?
- ___ 3. If you are a Minority/Female/Cleveland Small Business Enterprise and or Local Producer/ Local Sustainable Business, do you include your MBE/FBE/LPE/SUBE certification certificate, or a completed application therein?
- ___ 4. Did you read and complete OEO Schedules 1-4? Did you include signed Schedule 3's from all certified subcontractors?

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 required Performance Bond referred to in paragraph A-8 of INSTRUCTIONS TO BIDDERS, and/or 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

- ____ 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. Project Plan

- ____ 1. Is all the required information given?

L. Contractor Qualifications

- ____ 1. Is all the required information given if requested?

M. Additional Information:

- ____ 1. **Wage Theft and Payroll Fraud Disclosure**
Is the form signed and returned?
- ____ 2. **Project Labor Agreement (If included in the invitation to bid)**

Because of the large variety of commodities, services and improvements required by the City, additional information is often requested in a format not listed above. In such a case, please review your bid carefully to verify that you have accurately and completely supplied all such data. Should you have any questions, please call the Division of Purchases and Supplies (216/664-2620) for clarifications

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**

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number										
				-						
or										
Employer identification number										
				-						

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't 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; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, but are not limited to, 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, as described in item 4 under "*By signing the filled-out form*" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

- **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 for 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 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

- **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. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN. 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

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), ABLE 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.

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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) ^{**}	The grantor [*]

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
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

^{*} Note: The grantor must also provide a Form W-9 to the trustee of the trust.

^{**} For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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.

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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. 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

Directors:

Vice President

Secretary

Treasurer

Cleveland Manager or Agent

Attorneys

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: 2025 Citywide Unarmed Uniformed Security Services

FOR: The Department of: Finance

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

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

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

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

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



BID -SCHEDULE OF ITEMS
2025-2026 CITYWIDE UNARMED UNIFORMED SECURITY SERVICES

BIDDER SIGNATURE: _____

Group A.	Contact Person	ESTIMATED HOURS	UNIT PRICE COST PER HOUR	EXTENSION
CCA				
1. 205 St. Clair Hours of Operation 7:30am -5:00pm Monday -Friday	Marites Herbes mherbas@clevelandohio.gov Phone: 216-664-7074	9300	\$ _____	\$ _____
2. Special events & hourly rates for additional coverage				
2A. After normal business 5pm to 7:00am Monday -Friday	Same as above	300	\$ _____	\$ _____
2B. Weekend, Saturday, & Sunday	Same as above	50	\$ _____	\$ _____
PUBLIC WORKS				
3. 3727 RIDGE ROAD TRANSFER STATION HOURS OF OPERATION: Mon-Fri 8:30pm -7am, Sat. 4pm-12a & 12a-8a, Sun, 8a -4pm& 4p-12a & 12a-7a.	Crystal Lozoway-Patterson clozoway- patterson@clevelandohio.gov Phone: 216-664-3660	5000	\$ _____	\$ _____
4. Parking 1601 S. Marginal Road, 44114 (Parking Lot 1 mobile unit required/9 Browns games/8 hours)	Chisa Clark cclark@clevelandohio.gov Phone: 216-664-2748	100	\$ _____	\$ _____
HEALTH				
5. Glen Smith Health 11100 St. Clair. Ave. 44108 Hours of Operation 7:30a-4:3pm Mon-Friday	Kathy Rothenberg-James Phone: 216 -857-7467	3000	\$ _____	\$ _____
6. T.F. McCafferty Health Center 4242 Lorain Ave Hours of Operation 7:30am -4:30pm Mon-Fri	Same as above	3000	\$ _____	\$ _____

Contract if any shall be for one year with two (2) one-year options to renew exercisable by the Director of Finance without any additional cost to the City.



BID -SCHEDULE OF ITEMS
2025-2026 CITYWIDE UNARMED UNIFORMED SECURITY SERVICES

BIDDER SIGNATURE: _____

Group B. Port Control (Airport)	Contact Person	ESTIMATED HOURS	UNIT PRICE COST PER HOUR	EXTENSION
1. Security Officer	Anthony Bucco 216-265-3302	56,000	\$ _____	\$ _____
2. Security Officer Holidays	Same as above	2,000	\$ _____	\$ _____
3. Surveillance Officer	Same as above	8,400	\$ _____	\$ _____
4. Surveillance Officer Holiday	Same as above	350	\$ _____	\$ _____
5. Compliance/Screening Officer	Same as above	40,000	\$ _____	\$ _____
6. Compliance/Screening Officer Holiday	Same as above	2,000	\$ _____	\$ _____
7. Dispatch Officer	Same as above	25,000	\$ _____	\$ _____
8. Dispatch Officer Holiday	Same as above	2,000	\$ _____	\$ _____
9. Supervisor On-Site	Same as above	7,000	\$ _____	\$ _____
10. Supervisor Holiday	Same as above	1,000	\$ _____	\$ _____
11. Excess Vehicle	Same as above	1 not to exceed \$100.00 per day	\$100.00 per day	\$100
GRAND TOTAL (GROUPS A & B)				\$ _____

Contract if any shall be for one year with two (2) one-year options to renew exercisable by the Director of Finance without any additional cost to the City.

GENERAL CONDITIONS

B-1 CONSIDERATION OF BIDS.

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

B-2 UNACCEPTABLE BIDS.

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

B-3 REJECTION OR ACCEPTANCE OF BIDS.

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

B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.

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

B-5 WITHDRAWAL OF BID.

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

B-6 TIME OF AWARD.

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

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

B-7 AWARD CONTRACT.

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

B-8 PERFORMANCE BOND.

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

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

B-9 RELEASE OF BOND.

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

B-10 CANCELLATION OF CONTRACT.

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

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

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

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

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

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

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

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

B-12 DELAY FOR CAUSES BEYOND CONTROL.

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

B-13 PATENTS.

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

B-14 DELIVERY.

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

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

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

B-15 LABORATORY TEST.

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

B-16 FAILURE TO MEET SPECIFICATIONS.

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

B-17 SAFEGUARDS.

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

B-18 STATE OR FEDERAL TAXES.

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

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

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

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

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

B-21 INVOICING AND PAYMENT.

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

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

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

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

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

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

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

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

B-22 EQUAL OPPORTUNITY.

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

the Codified Ordinances of Cleveland, Ohio 1876, 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 8, 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.

CITY OF CLEVELAND
DEPARTMENT OF FINANCE
SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
2025-2026 CITYWIDE UNARMED SECURITY SERVICES INCLUDING AIRPORTS,
Supplemental Sections C

PART C: SUPPLEMENTAL CONDITIONS

C-1 SCOPE OF THE WORK:

Cleveland is seeking to purchase, by one requirement contract ("Contract"), unarmed security officer services ("Services") for the City of Cleveland. Group A describes the services as will be required for various departments of the City of Cleveland, except the Department of Port Control. Group B describes the services as will be required by the Director of Port Control to prevent unauthorized access to various locations at Cleveland Hopkins International and Burke Lakefront airports ("Airports"), and to such other locations as may be determined by the Director of Port Control.

C-2 BASIS FOR AWARD:

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

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

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

C-3 COMMENCEMENT OF NEW CONTRACT

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

If awarded a contract, the contractor must be staffed with qualified personnel to fully satisfy the needs of the various locations identified in the bid specifications on the effective date of the contract. No exceptions or exemptions from this requirement will be granted. Failure to satisfy this requirement can and may result in termination of a contract.

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

C-4 DETERMINING EXTENSION PRICING

Contractor shall multiply the unit price by the quantity to determine the extension price for purposes of completing the applicable lines on the Schedule of Items.

$$\text{Unit Price (UP)} \times \text{Quantity (Q)} = \text{Extension Price (EP)}$$

C-5 MATHMATICAL ERRORS

If a bidder makes any mathematical errors in the Schedule of Items, the City of Cleveland reserves the right to correct such errors as follows:

- The lowest level of unit price shall be deemed as indicting the bidder's true intent and shall be accepted as correct.
- All further calculations shall be corrected and the corrected values shall be cascaded through the bid sheets, potentially affecting the bidder's final bid price.
- Calculations subject to such correction include, but is not limited to:
 1. The summing of labor and material
 2. The multiplication of unit price times the quantity into an extension price(s)
 3. The summing in individual line items into totals or subtotals
 4. The transferring of subtotals or values from one sheet to another

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If the correction of errors has an effect on an award of the contract, only the directly affective bidders will be notified in writing of the corrections and their affects.

C-6 HOURS OF OPERATIONS & OBSERVED HOLIDAYS

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

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

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

C-7 EIGHT –HOUR DAY, MINIMUM WAGE, AND NON-DISCRIMINATION

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

The Contractor hereby agrees that all persons employed by him will be paid wages which are not less than are paid by the City of Cleveland starting at **\$15.85** per hour for similar or like work;

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

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

C-8 FAIR EMPLOYMENT WAGE LAW REQUIREMENTS

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

C-9 DEADLINE FOR WRITTEN QUESTIONS & OPTIONAL PRE-BID MEETING

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

All questions must be emailed to: Purchasing@clevelandohio.gov & ldrake@clevelandohio.gov Attention: Lauren Drake, Project Director.

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Bidders are strongly encouraged to visit our website for published Addendums or announcements :www.clevelandohio.gov

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

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PART D: DETAILED SPECIFICATIONS

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

D-1 GENERAL INFORMATION

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

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

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

D-2 PERFORMANCE

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

D-3 EMERGENCIES

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

D-4 ATTENDANCE & REPORTING TIME TO WORK

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

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

D-5 SCOPE OF WORK

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

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Ordinances of Cleveland, Ohio, as specified in Section D-32 the current rate is \$15.85 per hour.

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

D-6 DUTIES OF INDIVIDUAL SECURITY OFFICERS

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

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

D-6A. CONFIDENTIAL INFORMATION:

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

D-7 PERSONNEL QUALIFICATIONS

1. GENERAL

In accordance with 49 C.F.R. 1542.3, requires the City's Airport Security Coordinators to review all security –related functions and to review and control the results of employment history, verification, and criminal history record required by the Transportation Security Administration. The Contractor shall submit to the Contracting Officer, at least five (5) business days prior to the inception of the contract, all employment related data. Including, but not limited to, criminal record checks, training

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records and completed employment application for the Contractor all employees who will have access to the grounds during the performance of the contract. Employment dates for replacement employees must be submitted at least three (3) days prior to entrance on duty. If the Contracting Officer receives an unsuitable report on any employee after processing the employment date, or if the Contracting Officer finds the prospective employee to be unsuitable or unfit for duty, The Contractor cannot begin or continue to work under the contract.

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

2. PHYSICAL CONDITION AND HEALTH REQUIREMENTS

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

The Health Insurance Portability and Accountability ACT (HIPPA) prohibits the unauthorized disclosure of protected information. Therefore; all employees assigned by the Contractor to this contract must be physically able to perform their duties and be free of communicable diseases. All security officers must have weight in proportion to height; have no physical defects or abnormalities that would interfere with job performance; have binocular vision correctable to 20/30; be free of color and night blindness; and be capable of hearing normal conversations without a hearing aid. The Bidder must ensure all hired officers meet or exceed the requirements and pay for all cost associated for required physical examination.

This information is often obtained by the employer's or contractor by having the employees sign a waiver, allowing this release of specific health information if requested. If the bidder is providing physical exams for their security personnel, the cost may be included in the hourly rates of the bid.

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D-8 OTHER QUALIFICATIONS

All security officers must meet these additional minimum qualifications:

- a) Age – Be at least 21 years of age at the time of employment under this contract. Each security officer shall have a high school education or its equivalent.
- b) Driver License – Airport personnel **must** have a valid Driver's license and be willing to drive on Airport property as required for duty purposes.
- c) Literacy – Be able to read, write, and understand English.
- d) Job Knowledge – Be able to learn all duty requirements of a security officer within the terms of the contract.
- e) Appearance – All security officers must present a professional image. Uniforms must be clean and pressed. All male officers will be clean-shaven, except for mustaches that do not extend beyond the edges of the upper lip. Sideburns cannot extend below the lower edge of the ear. Hair shall present a tapered appearance of the officer's cap. Female Officers will be neatly groomed. Jewelry shall not be excessive or restrict execution of duties. Hair shall not be styled to restrict execution of duties.
- f) Citizenship – each security officer shall be a citizen of the United States of America. Officers must be able to pass a 10 year BCI background check and legally permitted to work in the United States.
- g) Conduct – The contractor will be responsible for maintaining the high standards of employee competency, conduct, appearance, and integrity set forth in the contract. The Contractor will be responsible for taking disciplinary action against his employee as necessary.

D-9 TRAINING ALL CITY OWNED FACILITY

1. GENERAL REQUIREMENTS

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

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2. CRISIS INTERVENTION TRAINING REQUIREMENTS

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

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

- When encountering a person known or suspected to have a mental illness, members shall:
- Not rush the situation
- Try to address as many needs of the person as possible
- Request a Crisis Intervention Team (CIT) officer respond to assist, if one is not on scene.
- Be aware that persons may recognize the CIT Officer pin or badge and may respond positively just because a CIT officer is on scene.
- Contact (911) for direction if the person is uncooperative, but not an immediate threat to themselves or others.
- Attempt numerous communication and de-escalation techniques in an effort to lower the tension and anxiety for the person and others.
- Request Emergency Medical Services (EMS) to respond at the first signs of physical distress (e.g., changes in level of consciousness or alertness, breathing irregularities).
- Request Emergency Medical Services to respond if a person is in emotional distress and is uncooperative with being placed in zone car and would benefit from being transported in an ambulance.
- After arriving on scene and verifying that the person is in crisis and violent (using or involving the use of physical force to cause harm to someone or something), or in need of medical assistance, request EMS to respond.

*A crisis incident is as identified medical emergency

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

* Guard/Police Members shall assist EMS personnel

* Guard / Police members shall be responsible for physical control, if a medical condition does not exist, and may be responsible for moving the person to the stretcher and/or to the ambulance.

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*If a medical and crisis condition exists, Police members, shall be responsible for moving person to the stretcher and/or ambulance. EMS personnel are responsible for the immediate medical concerns of the person in crisis.

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

3. DEPARTMENT OF PORT CONTROL TRAINING REQUIREMENTS

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

4. PERIODIC TRAINING

All security officer personnel in service performing under the contract may be required to undergo quarterly in-service training to ensure their on-going ability to perform satisfactorily. This training will include, but not limited to, FFA, Homeland security, fire protection, laws of arrest, public relations, and first aid.

D-10 DUTIES OF SUPERVISOR REPRESENTATIVE

1. Exercise supervisory responsibilities over the security officer to insure that the required services are provided on a continuous basis at each facility.
2. Receive special security officer instructions from the management of the appropriate Department/Division and see that these are executed properly by the security officer on site.
3. Serve as the point of contact at a facility between the Contractor and Department/Division management.
4. Handle and dispose of complaints and violations of security officer instructions.

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5. Inspect each security officer shift unannounced no less than three (3) times each calendar week to observe the conduct of the security officers from the standpoint of efficiency, conduct, and compliance with security officer regulations and instructions; then enter the results thereof in the security officer log book.
6. The Contractor's Supervisory Representative shall have had at least two (2) years of successful protection experience and have demonstrated the ability to satisfactorily perform the supervisory and administrative responsibilities required by this contract.

D-11 LICENSES

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

D-12 RECORDS

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

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

D-13 COMMUNICATION

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

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D-14 LIABILITY, BONDS, AND INSURANCE

1. LIABILITY

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

2. BONDS

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

3. INSURANCE

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

4. SUBCONTRACTORS

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

5. TAXES

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

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

D-15 SECURITY

1. LIMITED ACCESS TO BUILDINGS

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

2. CRIMINAL LIABILITY

Failure to safeguard any proprietary information that may come to the Contractor or his employees of disclosure of information relating to the services hereunder to persons not authorized to receive it may subject the Contractor to criminal liability. Additionally, criminal proceeding will not preclude the Contracting Company from pursuing civil action against the Contractor.

D-16 SUPPLIES, MATERIALS, & EQUIPMENT

A. FURNISHED BY THE CITY OF CLEVELAND

1. EQUIPMENT & SUPPLIES

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

2. PROPERTY ACCOUNTABILITY

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

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3. SAFEGUARDING PROPERTY

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

4. USE OF CONTRACTING COMPANY PROPERTY

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

B. FURNISHED BY CONTRACTOR:

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

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

C. MISCELLANEOUS:

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

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D-17 DEDUCTIONS FOR FAILURE TO PERFORM

A. WORK PERFORMANCE DEDUCTIONS

1. Use of City of Cleveland employees to do work. Hourly rate X man hours involved. as specified in the contract.
2. Use of other City employees to work under this contract. Cost + **20%**
3. Deduction of posts not covered. Hourly rate X man hours involved.

B. NON-WORK PERFORMANCE DEDUCTIONS

Deductions will be made for failure to respond or report in a timely manner to alarm signals, suspicious activity, open doors and other security-related problems. These deductions are subject to evaluation by the City of Cleveland based on the frequently and seriousness of the deficiency.

D-18 BID REQUIREMENTS

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

Bids shall include:

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

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

D-19 GENERAL CONDITIONS

It is understood that the contractor and its designated supervisory representative shall cooperated fully with the appropriate Department/Division and its designated supervisory representative in all aspects of the total operation of this security officer program, and also with the following provisions:

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1. The Department/Division personnel shall have the authority to relieve any officer it has found unsuitable or unable to perform their respective duties and then inform the Contractor as soon as possible.
2. The Contractor must be able to provide additional security given a 24-hour notice.
3. (DIVISION OF RECREATION ONLY) The contractor must meet once weekly with the Division of Recreation for the Divisions of the summer program at any mutually designated site.
4. The contractor, with at least 48 hours' notice, must implement any change in operational practice that the City of Cleveland feels is necessary to deliver a more efficient program.
5. Documentation of hours worked at any location will need to be submitted in the event of a billing dispute. The City of Cleveland will then decide whether a claim is legitimate. Invoice payment will be adjusted accordingly.
6. The City will designate those managers who have the authority to adjust days and hours worked by security officers as well as locations. Changes requested by other employees are not to be accepted by the vendor.

D-20 OFFICER LOCATIONS FOR GROUP A

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

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

D-21 SPECIAL PROVISION RELATING TO ACCEPTANCE OF DELIVERY

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

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D-22 QUALIFICATION OF BIDDERS

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

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

GROUP B: Department of Port Control – Airports

D-23 SCOPE OF WORK

In addition to the requirement in Section D-3 and in accordance to 49 C.F.R. 1542. 213 requires individuals performing security related functions must be trained using a TSA-approved curriculum and briefing on security directives, information circulars, and the Airport security program. All instances of oversight requires the City in this bid are to ensure that the City is in line with federal regulations and laws. Therefore; the Contractor shall provide all necessary labor, supervision, uniforms, equipment (including patrol vehicles) safety gear, materials, and supplies to implement the security programs at the Airports. In addition, the Contractor shall hire, train, supervise and discipline its security personnel. All hiring, firing, training and equipment used by the Contractor in support of services on this bid are subject to approval by the Deputy Commissioner or his/her designee.

Furthermore, Civil Aviation remains the prime target for both domestic and global terrorism. In order to protect the safety and security interests of the Airports, all prospective Bidders and the incumbent Contractor wishing to bid on this or any subsequent Contract for unarmed security services serving the Department of Port Control shall take no action, such as but not limited to enforcement of a confidentiality agreement or a non-compete clause, that directly or indirectly may impede, hamper, halt, suspend or reverse security operations or City/Airport actions affecting the operations facilitated by this Contract nor any subsequent transition to a new Contractor prior to, during, or after the current Contract's expiration or any extension, amendment or modification thereto. Contractors shall take all necessary steps to facilitate the expeditious, continuous and unencumbered transition of operational protocols, property and personnel,

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including the site manager, compliance officers and security officers, from the service of the incumbent Contractor to the successful winner of this ITB and all subsequent contracts for unarmed security officer services. Accordingly, no Contractor internal policy, procedure, rule or hiring agreement clause may interfere with the continuity of airport security operations as determined by the Deputy Commissioner or his/her designee nor with any portion of this contract.

For these purposes and others:

- A. The Contractor shall furnish all on duty personnel with a secondary means of communication on posts that do not possess two communication devices. Ruggedized cellular telephones for concourse guards, Compliance Officers, vehicle gate posts, and other specialty security services such as construction gates as required.
- B. The Contractor shall supervise all personnel required to perform the officer services through a designated full-time site manager to work in coordination with the Airport Security Coordinator(s). The Site Manager position is to be a non-exempt salaried position to be included in the costs comprising the security officer hourly bid rates and shall not be considered a separate paid post.
- C. The Contractor shall submit to each respective Airport, the Security officer Manual, Supervisor's Manual, and local supplemental instructions required along with any reports, logs and procedures deemed necessary or appropriate by the Deputy Commissioner or his/her designee. Cleveland Hopkins International Airport ("CLE") will provide Post Orders for each assigned post.
- D. Civil Aviation remains the highest profile target of global terrorism. In order to ensure that the Cleveland Airports are safe and secure, the Contractor must be able to attract, employ and retain the most qualified and best trained security staff. Therefore, the Contractor shall pay the security officers assigned to Airport duty in accordance with the Fair Employment Wage Law and based on the following guidelines:
 - 1. All Security Officer employed as Security Officers at CLE/DPC will be paid a minimum hourly rate of \$19.00/hour.
 - 2. All Security Surveillance/Dispatch officers employed at CLE/DPC will be paid a minimum hourly rate of \$20.00/per hour.
 - 3. All Security Compliance/Screening Officers at CLE/DPC will be paid a minimum hourly rate of \$22.00/per hour.

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4. All security Contractor personnel assigned to the Airport must be able to accrue leave at the rate of at least Eight (8) hours of paid personal leave for every 160 hours worked (12 days'/year accrual maximum); Any unused earned leave remaining at the end of this Contract must be irrevocably paid to each security/compliance officer no later than the close of business on the last day of this Contract.
- E. The hourly rate to be paid to all Contractor personnel engaged for work at the Airport must be provided to the City along with the bid rate. The City will only reimburse the hourly rate bid for each hour of coverage provided at each designated paid duty post. The City will not reimburse for Weekend Pay or Overtime Pay necessary to provide uninterrupted service to paid duty posts, such as meals, breaks, or call-offs nor for as-needed services as indicated in (D-24). Holiday Pay is reimbursable for services provided only on Christmas Day, New Year's Day, Memorial Day, and Independence Day, Labor Day and Thanksgiving Day or otherwise specified by the City. Holiday pay will be paid to employees at a rate of time and half plus 8 hours of regular pay if working the holiday.
- F. A total of three (3) properly equipped and marked vehicles will be provided by the Contractor for continuous use by the Officers at the Airport locations (two (2) for Hopkins and one (1) for Burke Lakefront) to be included in this bid. The City will reimburse the Contractor for vehicles requested in excess of the three units identified above at the daily rate per each vehicle provided by the Contractor, as indicated on the Bid Schedule; however, each of the vehicles provided by the Contractor to the Airport(s) must meet or exceed the minimum requirements listed below.

Each Vehicle provided for Hopkins Airport service must:

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

Each Vehicle provided for Burke Airport service must:

5. Comfortably seat a minimum of 4 adults (including the driver) and their duty gear

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

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

10. Bear permanent vehicle decals as required by the Deputy Commissioner or his/her designee
11. Be equipped with a full-size permanently mounted light bar and other emergency lighting and equipment

D-24 HOURS OF SERVICE

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

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

D-25 LOCATIONS

The Contractor shall furnish security officer services to various locations at the Airports, and to such other locations as may be specified by the Director or his/her designee. However, adding or canceling duty posts as well as Compliance Officers may be done as operational needs change as required by the Director or his/her designee.

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Current Posts:

- 2-Vehicle Gates
- 1-Exit Lane
- 1-Burke Lakefront Officer
- Concourse Officers
- Specialized Compliance Team
- Compliance Officers
- Dispatch
- Supervisor

Note: Compliance Officers and Specialized Compliance Team will report directly to the Security Manager. Due to the nature of their duties, Officers are selected by the Security Manager and will remain in their duties if another contractor is selected. Any changes to these positions will be made by the Security Manager.

D-26 QUALIFICATIONS OF BIDDERS

A. Each bidder shall provide evidence that it has a minimum of five (5) continuous years of experience in the last ten (10) years in operating and managing a large scale security service.

B. Each bidder shall be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland at such time as a Contract is signed and for the entire duration of this Contract.

C. Each bidder shall possess all applicable licenses, certificates, permits and other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the bidder at the Airports or elsewhere at such time as the Contract is signed. Copies of all applicable licenses, permits and certificates may be required to be produced by the Successful Bidder before the contract commences.

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D-27 STANDARDS OF SERVICE

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

- A. Providing Services: Ensure that all Contractor personnel providing Services maintain the security and integrity of each location and perform such other security services as the Director or his/her designee may assign from time to time. Services provider are as follows:
 - 1. Security Officer – Title covers all types of security officer at the Airport except Compliance Officer. Title also includes Shift Lead, Dispatcher and Shift Supervisor.
 - 2. Compliance Officer – Specially trained Security Officers that conduct investigations, audits, testing, training, surveillance and other tasks as assigned by the Deputy Commissioner or his/her designee. Due to the nature of Compliance Officers responsibilities they will report directly to the Deputy Commissioner or his/her designee.

- B. Licensing: Maintain at least a Class “C” license, issued under the applicable provisions of Sections 4749.01 through 4749.13, inclusive, and 4749.99 of the Ohio Revised Code.

- C. Training: Provide fully trained and qualified personnel as are necessary to perform the Services in a top quality manner at all times. Contractor shall ensure that all security officers assigned under the Contract are:
 - 1. Registered with the State of Ohio in accordance with the provisions of Section 4749.06 of the Ohio Revised Code;
 - 2. Have been issued a written certification by the State of Ohio;
 - 3. Have been fully trained in basic general security procedures;
 - 4. Have had a minimum of one hundred twenty (120) hours Ohio Peace Officer Training Council documented training or approved equivalent as determined and approved by the Deputy Commissioner or his/her designee;
 - 5. Tele-communicator certification for any security officer required by the Deputy Commissioner or his/her designee to serve as Dispatcher.

Contractor shall ensure that all security Compliance Officers assigned under the Contract meet all of the requirements listed above and must successfully complete the American Association of Airport Executives, Airport Certified Employee – Security training course within 6 months of being hired. Compliance officers must also be assigned the same equipment as guards in case of emergency situations where they

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must stand a post. Compliance officers will be required to receive all the training the uniformed guards receive and an additional 160 hours of OJT. New Compliance officers will be placed under a 90 probation period to ensure they can grasp the complexities of the position.

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

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

E. Personnel Conduct: Control the conduct, demeanor, and appearance of all personnel and, upon any objection by the Director or his/her designee concerning such issues, take all steps necessary to remove the cause of the objection.

F. Personnel Character: Not assign any security personnel whose integrity, honesty, motivation and trustworthiness may be subject to question for any reason.

G. Personnel Background Investigations: As required by the Transportation Security Administration, Contractor shall conduct, at its sole expense, a ten (10) year background check and obtain a fingerprint-based criminal history check on all personnel required to have secured area access credentials for unescorted access.

H. Supervision: Provide eight (8) hours a day, Monday through Friday (hours determined by the Airport), every week of the year, fully-qualified, experienced and competent on-site supervisor to manage, supervise, and coordinate all Services with the

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Department. The Supervisor shall have complete responsibility for the day-to-day performance of the uniformed security personnel and the authority to respond quickly and definitively in all matters affecting the Services. The on-site supervisor shall be telephonically available twenty four (24) hours a day, seven (7) days a week to give direction to staff or respond to Airport requests for emergency situations. They should be able to respond to the airport within an hour if situation requires their assistance. Contractor must also provide area-wide supervisory personnel as specified in Subsection D-27 paragraph I, below, and Section D-28 paragraph A. These positions shall be included in the bid as described in section D23, paragraph B. Each working shift will have a lead officer that is identified and that can direct staff, answer questions, and coordinate with Airport personnel in the absence of the Site Supervisor. In the event of a call off or no show that the Site-Supervisor or Manager works, the City will not be invoiced for the Supervisor/Managers hours of service covered. Contractor will be responsible for these hours and will not invoice DPC.

I. Inspections: On-site, supervisory personnel shall make, at a minimum, one unannounced inspection, per shift, per week of Contractor's personnel and record all findings on the Report of Inspection, which shall be submitted to the Deputy Commissioner or **his/her** designee within three (3) business days after each inspection. Inspections shall be coordinated to assure that, in each calendar month, every security officer is subject to at least one unannounced inspection. All Reports of Inspection must be signed by the on-site supervisor filing the report.

Contractor's area-wide supervisory personnel shall make, at a minimum, one unannounced inspection per month of Contractor's personnel and record the findings on the Report of Inspection, which shall be submitted to the Deputy Commissioner or designee within three (3) business days after the inspection. All Reports of Inspection must be signed by the area-wide supervisor filing the report. Inspections shall be coordinated to assure that, in any calendar quarter, each security officer is subject to at least one unannounced inspection. Inspections shall, at a minimum, include the following:

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

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

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

K. Failure to Adhere to Airport Security Rules Penalties:

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

L. Failure to Report for Duty Penalties:

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

M. Subcontractors:

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

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N. Replacement of Personnel:

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

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

O. Work on Port Control Construction Projects:

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

D-28 MEETINGS AND REPORTS

- a. Each week, Contractor's area-wide supervisor shall coordinate all Services with the one-site supervisor and the Deputy Commissioner or designee.
- b. Each month and at such other times as may be determined necessary by the Director, Contractor shall meet with the Deputy Commissioner or designee to review the prior month's activities, discuss the current status of Services, resolve any problems, and plan for future Services.
- c. By the fifth (5th) business day of each calendar month during the term of the Contract, Contractor shall submit to the Deputy Commissioner or designee a written report setting forth the actions taken by Contractor regarding any matters that the Deputy Commissioner or designee has requested the Contractor to address during the previous calendar month.
- d. Contractor shall maintain daily logs recording all traffic passing through the locations at which a security officer is assigned, and all activities occurring at or near such locations that could impact or relate to the security of the Airports. The logs shall be submitted daily to the Deputy Commissioner or designee.

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- e. In addition to the reports required under subparagraphs C and D above and Section D-27, Contractor agrees to furnish the Department such other written reports as may be deemed necessary or desirable by the Director.
- f. Contractor shall keep full and accurate books and records showing all details of Contractor's business activities at the Airports, and the City shall have the right at all reasonable times, to inspect such books and records. Contractor agrees that all such books and records will be available to the City in Cuyahoga County, Ohio for at least two (2) years after the termination of the Contract.
- g. As appropriate, Contractor shall provide to all security officer personnel security information that is made available to Contractor by the Department. Contractor shall ensure that all security officer personnel thoroughly understand such security information and the requirements contained therein.

D-29 WAGES AND BENEFITS

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

D-30 UNIFORMS AND EQUIPMENT

- A. At all times, Contractor shall ensure that security personnel assigned to the Airports are neatly dressed in the complete uniform specified by the Deputy Commissioner or his/her designee, including head gear, bearing the identification insignia of the type and style approved by the Deputy Commissioner or his/her designee. Management personnel need not be uniformed. Each week, the Contractor shall provide at his sole cost each security officer with a minimum of one freshly-laundered shirt for each scheduled eight (8) hour shift or part thereof, and one pair of freshly-laundered trousers for each scheduled sixteen (16) hours. Compliance officers will have one Uniform for VIP services and the normal duty uniforms will consist of Military spec cargo pants (Blue/Black/Tan) with colored shirts with company Logo and Airport Security embroidered on the front. Compliance officers will be issued 5 sets of pants and shirts and shall be replaced at the 1 year mark with 5 more as to keep a fresh neat appearance.

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Uniform components issued must be season-appropriate as determined and approved by the Deputy Commissioner or his/her designee.

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

Personal Equipment -

- Flashlight - including batteries
 - Winter coat
 - Rain Jacket
 - Gloves – Summer and Winter
 - Caps for outside posts
 - Sunglasses for outside posts
 - Camelback or other water disbursing device
 - Safety Vest, Hard hat and ear plugs
 - Hats (patrol)
 - Footwear
 - Any additional equipment deemed necessary and approved by Deputy Commissioner or his/her designee
- C. All Contractor's vehicles used at the Airports shall satisfy the following conditions:
1. Less than four (4) model years old at any time in the duration of the Contract;
 2. Have been driven for less than 80,000 miles at any time in the duration of the Contract;
 3. Must conform to all State of Ohio vehicle safety standards, be in good working condition and be properly maintained with all original manufacturer and aftermarket communications and safety equipment fully functioning – a test of all vehicle safety functions and equipment shall be made by Contractor

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

D-31 CONDUCT OF OPERATIONS

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

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D-32 LIVING WAGE

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

D-33 BID REQUIREMENTS

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

Bids shall include:

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

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

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D-34 DOCUMENTS TO BE SUBMITTED WITH BID

Bidders shall submit the following documents with their bid:

- a. Bidders must submit three (3) written, verifiable references, dated within the last three months, from businesses familiar with the bidder's security operations, providing positive recommendations for bidder's operation of the contract to be awarded.
- b. Bidders shall include the following financial information: (1) balance sheet and income statement for the last three (3) fiscal years, prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the bidder. If a publicly held corporation, the bidder should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10K, the most recent Form 10Q and any Forms 8K filed with the SEC within the last twelve (12) months.

D-35 CITY RESIDENTS

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

D-36 PAYMENT

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

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Supplemental Sections D

D-37 SENSITIVE SECURITY AND CONFIDENTIAL INFORMATION

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

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

D-38 CONTINGENCY PLANNING

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

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

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

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

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

SUPPLEMENTAL
NOTICE TO BIDDERS

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

A. () 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.



CITY OF CLEVELAND
Mayor Justin M. Bibb

**CITY OF CLEVELAND
FAIR EMPLOYMENT WAGE LAW REQUIREMENTS**

NOTICE TO BIDDERS:

Introduction

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

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

Bid Schedules

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

Fair Employment Wage

From October 1, 2024 to September 30, 2025, the Fair Employment Wage is at least \$15.85 per hour.



Covered Employers

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

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

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

and

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



3. The bidder is either

(a) a for profit company with at least 20 employees at the time of execution of a contract with the City;

or

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

Covered Employees

A. Definition.

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

1. Any person employed by or working as a trainee for a Covered Employer who is a for-profit contractor or subcontractor on a City Service Contract.

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

B. Exclusions.

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

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



4. Employees covered by collective bargaining agreements or the Railway Labor Act
5. Employees of commercial retail establishments
6. Persons not employed in the State of Ohio
7. Persons under 18 years of age
8. Persons working, on average, less than 30 hours per week

Exemptions from Fair Employment Wage Law

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

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

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

Health Care Insurance Preference

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



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

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

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

Record-keeping Responsibilities

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

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



Upon demand of the City, you or your company shall provide access to the payroll records required to be maintained, and shall allow City representatives to observe work being performed and to interview employees as may be necessary to monitor compliance or to investigate a charge of noncompliance with the Fair Employment Wage provisions.

Employee Notice Requirements

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

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

City Resident Hiring

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

Compliance with Federal Laws

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



SCHEDULE 1

**DECLARATION OF NUMBER OF
PERSONS EMPLOYED BY THE BIDDER**

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

2.

Number of Current Employees

Number of Employees If Contract Is
Awarded _____

*

*

*

*

*

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

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

Name: _____

Title: _____



SCHEDULE 2

DECLARATION OF HEALTH INSURANCE COVERAGE

NOTE: All bidders must complete items 1 and 2.

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

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

_____Yes _____No

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

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

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



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

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

d. Is dental insurance offered to your employees?

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

4. Have you offered reasonable health care insurance to your employees that they, as a group, have refused? _____yes _____no

When?_____



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

Name:-----
Title:-----



SCHEDULE 3

**AFFIDAVIT OF COMPLIANCE WITH CLEVELAND CODIFIED
ORDINANCE CHAPTER 189**

County of _____)

) ss:

State of _____)

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

1. I am the _____ (title) of
_____ (name of entity or company) and am
authorized to sign this affidavit.

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

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

_____YES

_____NO

FURTHER AFFIANT SAYETH NAUGHT.

Name: _____

Title: _____

SWORN TO BEFORE ME and subscribed in my presence this _____ day of
_____, 20__.

Notary Public



SCHEDULE 4

CURRENT CONTRACTS WITH THE CITY

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

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





MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Justin Bibb, Mayor

Tyson Mitchell, Director
Office of Equal Opportunity

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:

20% 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%20Oppportunity>

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

**City of Cleveland
Mayor's Office of Equal Opportunity**

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976 was enacted to increase the participation of minority-owned business enterprises, female-owned business enterprises, and local small business enterprises in City of Cleveland contracting. The Code also works to ensure that Contractors doing business with the City do not use discriminatory employment practices. Failure to comply with the Cleveland Area Business Code or with representations made on the attached Schedules may result in rejection of part or all of the bid, and/or cancellation of the contract.

2. Definitions:

As used in this Notice to Bidders and the attached OEO Schedules, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.
- (d) "City" means the City of Cleveland, Ohio.
- (e) "City of Cleveland Small Business" or "CCSB" means a CSB that has its principal office located physically within the municipal boundaries of the City.
- (f) "Cleveland Area Small Business" or "CSB" means a Business Enterprise certified under division (a) of Section 187.03.
- (g) "Cleveland Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28. As of June 8, 2018, the geographic market identified in a disparity study purposes for MBE and FBE certification and contracting benefits includes Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio.
- (h) "Contract" means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.
- (i) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.

- (j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs, MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.
- (k) "Director" means the Director of the Office of Equal Opportunity.
- (l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) "Local Producer" means a Person that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2)
 - A. grows food or fabricates goods, whether or not finished, from organic or raw materials;
 - B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;
 - C. supplies goods by performing a Commercially Useful Function; or
 - D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.
- (q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) "Local Sustainable Business" means a Business Enterprise that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. Required OEO Schedules:

The following documents must be completed, signed and submitted as part of the Contractor's bid or proposal for any City of Cleveland contract over \$50,000.00. Failure to submit all OEO Schedules may result in the rejection of a bid.

Schedule 1: PROJECT CONTACT INFORMATION FORM

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each Bidder or Proposer shall complete, sign and submit Schedule 1 and include it with its bid or proposal.

Schedule 2: CERTIFIED MBE/FBE/CSB SUBCONTRACTOR PARTICIPATION COMMITMENT

Schedule 2, the CERTIFIED MBE/FBE/CSB SUBCONTRACTOR PARTICIPATION COMMITMENT, identifies and verifies the certified MBE, FBE, and/or CSB subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete Schedule 2 for each and every certified MBE, FBE and/or CSB subcontractor that the Bidder or Proposer intends to use on the project. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 should be an actual dollar amount, and should not be a range of values or a percentage of the contract. If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

Schedule 3: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Schedule 3, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, documents the non-certified subcontractors that the Bidder intends to use on the project. Schedule 3 must include the contact information for the subcontractor, the Spec Item and Type of Work or Materials the subcontractor is expected to provide for the project, and the value of the subcontract. All non-certified subcontractors must be listed on Schedule 3, but certified CSB, MBE and/or FBE Subcontractors that have already been listed on a Schedule 2 do not need to be included on Schedule 3. Schedule 3 must be signed by an authorized representative of the Bidder.

Schedule 4: CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Schedule 4, CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4, and complete Section B.

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal.

Failure to submit and accurately complete OEO Schedules 1, 2, 3, and 4 may result in the rejection of all or part of the bid or proposal. Submission of incomplete, inaccurate, or inconsistent data in the Schedules may lead to a formal investigation, decertification of the Bidder or Proposer, decertification of the subcontractor, and/or a rejection of all or part of the bid. The City of Cleveland reserves the right to waive any informality or immaterial irregularity, and reserves the right to reject any or all bids.

4. Equal Employment Certification:

No Contractor shall 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. Contractors shall take affirmative action to ensure 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, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

Within 60 days after entering into a Contract, each Contractor shall file a written affirmative action program containing standards and procedures ensuring that the contractor affords all qualified employees and applicants for employment equal opportunities in the contractor's recruitment, selection, and advancement processes.

Each contractor's affirmative action program shall contain the following components:

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
 - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or

adversely affect an individual's employment status for an unlawful discriminatory reason.

- (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated 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 Office of Equal Opportunity may take immediate enforcement action.

5. Good Faith Effort Evaluation

The Office of Equal Opportunity will evaluate OEO Schedules submitted as part of a contract bid or proposal to determine whether or not the Bidder or Proposer has demonstrated a good faith effort to meet the MBE, FBE, and/or CSB subcontracting goals established in the invitation to bid or request for proposal. OEO will submit this evaluation to the contracting City Department, which may consider the results of the evaluation in determining the lowest responsible bid submitted for the contract. The City of Cleveland may reject any bid where OEO has determined that the Bidder has not demonstrated a good faith effort to meet the subcontracting goals.

The City of Cleveland may award a contract to a Bidder who has not demonstrated a good faith effort to meet the subcontracting goals where the City determines that the bid otherwise remains the lowest responsible bid for the contract.

6. CSB Certification:

Each Bidder, Proposer or subcontractor representing itself as a Cleveland Area Small Business (CSB) in the OEO Schedules shall be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

There are two classifications of CSBs:

A **City of Cleveland Small Business (CCSB)** is a CSB headquartered within the City of Cleveland.

A **Regional Cleveland Small Business (RCSB)** is a CSB headquartered within Cuyahoga County, but not within the City itself.

A business is eligible for certification as a Cleveland Area Small Business (CSB) if it meets the following criteria:

- (1) It is a Small Business Enterprise;
- (2) It has its principal office located physically in Cuyahoga County; and
- (3) Its chief executive officer and highest level managers maintain their offices and perform their managerial functions in Cuyahoga County.

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration, or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: <http://www.sba.gov/content/small-business-size-standards>

7. CSB Contract Participation

In an effort to promote the participation of Cleveland-area Small Businesses (CSBs) in City contracts, each Contracting Department of the City will use its best efforts to contract with CSB Bidders and Proposers, and Bidders and Proposers that have committed to subcontracting with certified CSBs.

Where other, project-specific goals have not been set in the bid or proposal documents, the standard CSB subcontractor participation goals are:

Construction Contracts:	30% CSB Subcontractor Participation
Professional Services Contracts:	10% CSB Subcontractor Participation
All Other Contracts:	20% CSB Subcontractor Participation

The Contracting Departments may, in consultation with the Director, increase or decrease these participation goals for a particular contract. When the goals are changed, the change will be noted in the bid or proposal documents.

8. MBE/FBE Certification:

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) in the OEO Schedules shall be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

A business is eligible for certification as a Minority Business Enterprise (MBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Minority Persons who have at least 51% ownership;
- (2) The Minority Persons who own the Business Enterprise have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

A business is eligible for certification as a Female Business Enterprise (FBE) if:

- (1) The Business Enterprise is owned, operated and controlled by one or more Females who

- have at least 51% ownership;
- (2) The Female owners have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

9. MBE and FBE Contract Participation

The City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs) and Female Business Enterprises (FBEs) through its contracting activities, and the City intends to Contract with firms that share that commitment. Under this policy, each Contracting Department will use its best efforts to promote the participation of MBEs and FBEs as both prime contractors and subcontractors in all City Contracts. In turn, Bidders and Proposers shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable.**

When there are specific MBE and/or FBE goals on a City contract, those goals will be considered in lieu of an equivalent portion of the CSB goals for the contract. Please review the bid or proposal documents for the final MBE, FBE and/or CSB subcontracting goals for the project.

10. MBE/FBE Bid Discounts:

Contracting Departments may apply a Bid Discount of five percent (5%) for bids received from certified MBE and FBE Bidders to remediate past or present discrimination, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Bid Discounts.

11. MBE/FBE Evaluation Credits:

Contracting Departments may apply an Evaluation Credit of five percent (5%) of the total points awarded for proposals received from MBE and FBE Proposers to remediate past or present discrimination, where evidence of contracting disparity has been adequately demonstrated.

12. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:

Contracting departments may apply a bid discount for bids received for public improvement contracts in the amount of five percent (5%) of the portion of the total amount of the goods, labor, and materials that the bidder represents it will subcontract to one or more MBEs and FBEs, where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination.

If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the contract retainage required under Section 185.41 of the Codified Ordinances of the City of Cleveland. Release of this retainage shall be managed under the provisions established in Section 187.05(e) of the Codified Ordinances.

13. CSB Bid Discounts:

If a Contracting Department does not apply an MBE or FBE Bid Discount to one or more bids for the award of a Contract, the Contracting Department may apply a Bid Discount in the following amounts for bids received from CSB prime contractors:

A Bid Discount of five percent (5%) for bids received from CCSBs.

A Bid Discount of five percent (5%) for bids received from RCSBs, provided no bids are received from

CCSBs.

14. CSB Evaluation Credits:

If a Contracting Department *does not apply an MBE or FBE Evaluation Credit* to one or more proposals for the award of a Contract, the Contracting Department may apply Evaluation Credits as follows for proposals received from CSB prime contractors:

- (1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.
- (2) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from RCSBs, provided no proposals are received from CCSBs.

15. CSB Subcontracting Bid Discounts and Additional Retainage:

Contracting Departments may apply a Bid Discount to bids received for a Public Improvement Contract in the amount of five percent (5%) of the portion of the total amount of labor and materials that the Bidder represents it will subcontract to one or more CSBs. This provision does not apply, however, if a Bid Discount has been applied for MBE or FBE subcontractor participation,

If a Contracting Department applies the CSB subcontracting Bid Discount to the bid of a Bidder that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the City shall retain as Additional Retainage an amount equal to the total dollar amount by which the bid was adjusted for bid comparison in addition to the retainage required under Section 185.41 of the Codified Ordinances. Release of this retainage shall be managed under the provisions established in Section 187.03(d) of the Codified Ordinances.

16. LPE and SUBE Certification:

A Bidder or Proposer may qualify as a Local Producer, a Local-Food Purchaser or a Local Sustainable Business under the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code, Chapter 187A of the Codified Ordinances of the City of Cleveland. Each Bidder or Proposer representing itself as a Local Producer (LPE), or a Local Sustainable Business (SUBE) shall be certified with the Office of Equal Opportunity prior to the bid opening. Certification applications must be completed online through the City's Certification and Compliance Monitoring System at <https://cleveland.diversitycompliance.com/>.

17. LPE and SUBE Bid Discounts:

The Contracting Department shall apply a Bid Discount in the following amounts for bids received from LPE and/or SUBE prime contractors:

- A Bid Discount of two percent (2%) for bids received from LPEs.
- A Bid Discount of two percent (2%) for bids received from SUBEs.

18. LPE and SUBE Evaluation Credits:

The Contracting Department shall apply an Evaluation Credit in the following amounts for proposals received from LPE and/or SUBE prime contractors:

- An Evaluation Credit of two percent (2%) for proposals received from LPEs.
- An Evaluation Credit of two percent (2%) for proposals received from SUBEs.

19. Maximum Annual Subcontracting Program Benefit:

In an effort to encourage wide participation in the CSB, MBE and FBE subcontracting programs, the City of Cleveland has a policy which may limit the amount of subcontracting credit that a single CSB, MBE and/or FBE subcontractor can provide in a single year. When the CSB, MBE and/or FBE subcontractor has reached this maximum subcontracting dollar value, its participation in future contracts will not be

counted towards a Bidder or Proposer's CSB, MBE and/or FBE participation goals.

The Director may apply credit toward the CSB, MBE and/or FBE subcontractor participation goals upon written request of a Bidder or Proposer attesting that no other certified CSBs, MBEs or FBEs are available to perform the work or supply the materials required for the Contract, or in an emergency, or for such other reasons that the Director determines require use of that CSB, MBE or FBE.

Nothing prohibits a Bidder or Proposer from subcontracting to a CSB, MBE or FBE that has reached the cap, or prohibits the CSB, MBE or FBE from performing work or supplying materials under any contract. But that participation will not count towards the Bidder or Proposer's subcontracting goals.

20. CSB/MBE/FBE Manufacturer and Supplier Participation:

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials and adds value by substantially altering them before resale.

Sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process. A business enterprise is a supplier performing a commercially useful function in the supply process" when it:

- (1) Assumes the actual and contractual responsibility for furnishing the supplies or materials; and
- (2) Is recognized as a supplier, distributor or reseller by the manufacturer or producer of the contracted supplies and materials; and
- (3) Owns or leases a warehouse, yard, building or other facilities or uses such as means as are customary in the industry for the purpose of maintaining an inventory of or supplying such supplies or materials from which it supplies its customers; and
- (4) Distributes, delivers, and/or services products primarily with its own staff and/or equipment.

If a CSB, MBE or FBE supplier is not a manufacturer and is not performing a commercially useful function in the supply process, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract.

21. Joint Ventures:

Participation of CSBs, MBEs and FBEs in joint ventures is encouraged. To receive credit for CSB, MBE and/or FBE participation in a joint venture, the joint venture must be certified by the Office of Equal Opportunity. The CSB/MBE/FBE Joint Venture Certification Application is available from the Office of Equal Opportunity, and applications for joint venture certification must be received by the Office of Equal Opportunity no later than 10 days prior to the bid opening.

22. Use of General Contractors as Subcontractors for CSB/ MBE/FBE Prohibited:

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 2, the Certified MBE/FBE/CSB Subcontractor Participation Commitment.

23. Subcontractor Participation Compliance Monitoring

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the

course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at <http://cleveland.diversitycompliance.com>, or through a link on the Office of Equal Opportunity's website at <http://city.cleveland.oh.us/oeo>.

Each month during the contract, the prime contractor (or direct contract-holder with the City) will report payments to ALL subcontractors through the B2Gnow system. This monthly reporting information includes total payment in dollars made to the subcontractor, record of invoices satisfied, record of checks or other payment methods used to satisfy invoices, payment dates, and any additional information required by OEO to verify payment to subcontractors. The prime contractor will enter this payment information into the B2Gnow system, and the subcontractors will verify this payment information in the system.

OEO offers regular training sessions in the use of the B2Gnow system. Please contact OEO at 216-664-4152 to schedule training. Online training options are also available through the B2Gnow system.

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland City Hall, upon appointment, for those contractors who do not otherwise have access to the required technology.

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.



**City of Cleveland
Office of Equal Opportunity
Schedules**

**THE OEO SCHEDULES ARE NOW
AVAILABLE AS FILLABLE PDF
DOCUMENTS AT THE OFFICE OF
EQUAL OPPORTUNITY WEBSITE.**

**THIS IS THE PREFERRED FORMAT
FOR SUBMITTING YOUR OEO
SCHEDULES AS PART OF YOUR BID.**

WWW.CLEVELANDOHIO.GOV/OEO



**City of Cleveland
Office of Equal Opportunity
Schedules Checklist**

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

Schedule 1: Project Contact Information Form

- ☐ Is all requested contact information included?
- ☐ Is the form complete and signed?

Schedule 2: Certified MBE/FBE/CSB Subcontractor Participation Commitment

- ☐ Did you specify the total dollar amounts for each subcontract?
- ☐ Did you verify that each subcontractor is certified for the type of work to be performed?
- ☐ If applicable, has the re-subcontracting section been completed?
- ☐ Is the form complete and signed by the subcontractor?

Schedule 3: Schedule of Subcontractor Participation

- ☐ Did you specify the total dollar amount of the subcontract?

Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification

- ☐ Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- ☐ If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
- ☐ Is the form complete and signed?



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: Certified MBE/FBE/CSB Subcontractor Participation Commitment

Project Name:	
Bidder/Proposer Name:	

The subcontractor listed below is intended to fulfill the Minority-owned Business Enterprise (MBE), Female-owned Business Enterprise (FBE) and/or Cleveland-Area Small Business (CSB) participation goals established for this bid. Eligible subcontractors must be certified by the City of Cleveland Office of Equal Opportunity (OEO), both generally and for the specific type of work or supply furnished for the contract. The appropriate NAICS code should be included for the type of work listed below, or the bidder may not receive credit for the subcontractor's participation on the contract. **NOTE: Material Suppliers (not manufacturers) will receive credit for 60% of the value listed for its material supply subcontract amount in Part 4.**

Subcontractor:
Address:
City, State, Zip:
OEO Compliance Contact:
Contact Email Address:
Contact Phone:
OEO Certification: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/>
Federal Tax ID#/EIN:

Part 1: Contract Spec Item #	Part 2: NAICS Code	Part 3: Type of Work Performed and/or Materials Supplied	Part 4: Subcontract Amount
			\$
			\$
			\$
			\$
		TOTAL	\$

The Bidder **may not substitute subcontractors** between the submission of bids and award of the contract. After the contract is awarded, the Bidder may not substitute or shift subcontractors without written approval of the Director of OEO.

The undersigned subcontractor is confirming that it is certified as a MBE, FBE, and/or CSB firm with the Office of Equal Opportunity, and is certified in the appropriate category, defined by NAICS codes, to provide the goods or services listed above. Both undersigned parties agree that, if awarded a contract, they will enter into a written agreement confirming the intentions documented above.

RE-SUBCONTRACTING

The undersigned prospective subcontractor will re-subcontract work on this contract:

- ☐ **Yes** If Yes, the subcontractor must complete additional Schedule 2 and/or Schedule 3 forms documenting the resubcontracting of work to certified and/or non-certified subcontractors. Failure to do so will be considered a lack of good faith effort to meet the MBE, FBE, and/or CSB subcontracting goals for this bid.
- ☐ **No**

Authorized Bidder Representative:			
Signature:		Date:	
Authorized Subcontractor Representative:			
Signature:		Date:	

Revision Date: May 5, 2022



City of Cleveland - Office of Equal Opportunity
SCHEDULE 3: Schedule of Subcontractor Participation

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE NON-CERTIFIED SUBCONTRACTORS and/or SUBCONSULTANTS expected to participate on this contract.

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$



City of Cleveland - Office of Equal Opportunity
SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR
UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Project Name:	
Bidder/Proposer Name:	

Note: Prime contractors are expected to make a good faith effort to utilize CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in identifying and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

Section A:

Please check one of the following:

- ☐ 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.
- ☐ 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

If Box 1 is checked, no further documentation is necessary. Where Box 2 is checked, the Prime Contractor must provide a detailed explanation in Section B.

Section B:

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor **did not meet** the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

- ☐ 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. **Please use the unavailability letter codes found on the following page.**

CONTACTED CONTRACTOR	PROPOSED WORK/SUPPLIES	REASON FOR UNAVAILABILITY	DATE OF CONTACT	DATE RESPONSE RECEIVED
1.				
2.				
3.				
4.				

- ☐ 2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a **detailed explanation** of the nature of the work and the reasons that additional subcontracting is not possible **on a separate attached page.**

Authorized Representative:			
Signature:		Date:	

SCHEDULE 4
CSB/MBE/FBE SUBCONTRACTOR UNAVAILABILITY/IMPRACTICALITY
CERTIFICATION

REASONS FOR **CSB/MBE/FBE** SUBCONTRACTOR UNAVAILABILITY

Instructions:

You may insert in Schedule 4, under the column Reasons for Unavailability, all letters identifying the reason why each prospective subcontractor listed on Schedule 4 was unable to prepare a bid or unavailable to participate on the City contract for which you are bidding.

Example Reasons for Unavailability

- A. Subcontractor did not respond to the Bidder's request for a quotation.
- B. Subcontractor responded to the Bidder's request but not as to the type of work or supplies for which requested.
- C. Subcontractor does not perform the specific work or furnish the specific supplies the Bidder requested, as part of the type(s) of work or supplies for which OEO has certified it as a CSB/MBE/FBE.
- D. Subcontractor is unavailable because its workforce is or will be fully employed on other work during time of contract performance.
- E. Subcontractor stated it had insufficient time or information on which to prepare a bid. F. Subcontractor's bid price(s) were too high to be competitive (Explain in detail).
- G. Other. (Explain in detail)

Office of Equal Opportunity Reporting Submission Schedule

- Monthly Subcontractor Payment Reports in B2Gnow
- Certified Payroll Reports in LCPtracker

All required Office of Equal Opportunity (OEO) monthly reporting shall be submitted via the B2Gnow Contract Compliance Monitoring System (cleveland.diversitycompliance.com) and the LCPtracker Certified Payroll Tracking System (www.LCPtracker.net – for Construction Contracts over \$100,000) according to the following schedule:

REPORTING MONTH	B2Gnow Monthly Audit Available	B2Gnow and LCPtracker REPORTING DUE
JANUARY	1 st Monday in the FEB.	3 rd Friday in the FEBRUARY
FEBRUARY	1 st Monday in the MAR.	3 rd Friday in the MARCH
MARCH	1 st Monday in the APRIL	3 rd Friday in the APRIL
APRIL	1 st Monday in the MAY	3 rd Friday in the MAY
MAY	1 st Monday in the JUNE	3 rd Friday in the JUNE
JUNE	1 st Monday in the JULY	3 rd Friday in the JULY
JULY	1 st Monday in the AUG.	3 rd Friday in the AUGUST
AUGUST	1 st Monday in the SEPT.	3 rd Friday in the SEPTEMBER
SEPTEMBER	1 st Monday in the OCT.	3 rd Friday in the OCTOBER
OCTOBER	1 st Monday in the NOV.	3 rd Friday in the NOVEMBER
NOVEMBER	1 st Monday in the DEC.	3 rd Friday in the DECEMBER
DECEMBER	1 st Monday in the JAN.	3 rd Friday in the JANUARY