BID ADVERTISEMENT FOR THE WEEKS OF

October 6, 2021 & October 13, 2021

BID OPENS - WEDNESDAY, NOVEMBER 3, 2021

FILE NO. 130-21 Labor and Materials to Maintain and Repair Automatic Doors for the Department of Port Control

FOR THE DIVISION OF AIRPORT SYSTEMS FOR THE DEPARTMENT OF PORT CONTROL, AS AUTHORIZED BY ORDINANCE 497-08 SECTION 181.101 PASSED BY COUNCIL JUNE 2, 2008.

There will be a NON-MANDATORY Pre-Bid Meeting, Friday, October 22, 2021 at 11:00 a.m. Via WebEx, to call into the meeting dial 1-415-655-0002,

Access Code 1327 47 9459.

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

CITY OF CLEVELAND, OHIO

DEPARTMENT OF FINANCE

DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

INVITATION TO BID AND FORMAL BID PACKAGE

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CITY OF CLEVELAND
Department of Finance
Division of Purchases and Supplies
City Hall, Room 128
Cleveland, Ohio 44114
216-664-2620

AUTHORIZING ORDINANCE AS PUBLISHED IN THE CITY RECORD

Ord. No. 497-08.
By Council Members Cleveland and Sweeney (by departmental request).
An emergency ordinance to amend Section 181.101 of the Codified Ordinances of Cleveland, Ohio, 1976, as enacted by Ordinance No. 1033-07, passed November 26, 2007, relating to purchase or rental of commodities, goods, and services.

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore, Be it ordained by the Council of the City of Cleveland:

Section 1. That Section 181.101 of the Codified Ordinances of Cleveland, Ohio, 1976, as enacted by Ordinance No. 1033-07, passed November 26, 2007, is amended to read as follows:

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

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

(1) except when a public improvement, building construction materials including, but not limited to, bricks, ready-mix concrete, dry wall, lumber, paint, and roofing;

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

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

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

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

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

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

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

(9) food and beverages for facility-

user consumption at Camp Forbes, House of Correction, City jails, and for resale at Highland and Seneca Golf Courses;
(10) hardware including, but not limited to, handheld tools and fasteners;
(11) industrial gases including, but not limited to, acetylene, argon, nitrogen, and oxygen;
(12) laboratory and testing equipment and lab supplies and services;
(13) except when a public improvement, landscaping equipment, materials, supplies, parts, and repair and maintenance services, and supplies including, but not limited to, indoor and outdoor plants, grounds, and trees materials and maintenance and repair of any of them, and plant rentals;
(14) medical equipment, materials, and supplies including, but not limited to, first-responder/first-aid supplies, and pharmaceuticals;
(15) mail, messenger, and moving services;
(16) office supplies, furniture, and equipment including, but not limited to, computers, computer peripherals and appurtenances, office machines, copiers, printers, and printing and mailing equipment, and materials, supplies, parts, and repair and maintenance services for any of them;
(17) paper products including, but not limited to, fine papers, printing media, envelopes, and printed forms;
(18) plumbing equipment, materials, supplies, and parts including, but not limited to, pipe, fittings, and fixtures;
(19) power tools, portable powered machines, electric motors, pumps, powered appliances, and milling and tapping machines, including materials, supplies, parts, and maintenance and repair services for any of them;
(20) program promotional items including, but not limited to, advertising specialties, caps, and printed T-shirts;
(21) property protection equipment, materials, supplies, parts, and repair and maintenance services, including, but not limited to, fire extinguisher and fire suppression equipment and testing, locksmith services and supplies, property and casualty insurance covering City property and buildings, and security services;
(22) records management systems and services including, but not limited to, microfilm, microfiche, and compact disc (CD) copying, file storage, data entry, and shredding;
(23) recreation and sports equipment;
(24) snow and ice removal services;
(25) uniforms, work clothing, laundry, towel, and linen service, and supplies; and
(26) vehicle maintenance and repair equipment, materials, supplies, parts, and services.
Any purchase under this section shall be made by the Commissioner of Purchases and Supplies and paid from the annual appropriations made for such purpose.
(b) That under Section 108(b) of the Charter, the purchases authorized by this section may be made through cooperative agreements using state procedures. The Director of Finance may sign all documents with the State of Ohio or any of its political subdivisions that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.
Section 2. That Section 181.101 of the Codified Ordinances of Cleveland, Ohio, 1976, as enacted by Ordinance No. 1033-07, passed November 26, 2007, is repealed.
Section 3. That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force

from and after the earliest period allowed by law.
Passed June 2, 2008.

Effective June 6, 2008.

City of Cleveland

DEPARTMENT OF FINANCE
SHARON DUMAS
DIRECTOR

DIVISION OF PURCHASES AND SUPPLIES
TIFFANY WHITE JOHNSON
COMMISSIONER

BIDDER'S CHECK LIST

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

CHECK WHEN COMPLETED

A. **Bid/Schedule of Items**

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

B. **Bid Bond**

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

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

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

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

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

E. **Affidavit**

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

F. **Contract Compliance Certifications**

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

G. **Bid Envelope**

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

H. **Performance Bond**

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

I. Federal Tax ID Form (W-9)

____ 1. Is all the required information given?

____ 2. Is the form signed?

J. Northern Ireland Fair Employment Practices Disclosure

____ 1. Is all the required information given?

____ 2. Is the form signed?

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

INSTRUCTIONS TO BIDDERS

A-1 INVITATION TO BID

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

A-2 FORM OF BID (BID FORM)

a. Every bid must be made upon the blank form of bid attached hereto.

b. Each bid must be clearly signed with the full name and address of every person, firm or corporation interested in such bid, followed by the date of such signing, in the space provided at the bottom of the bid form. If more than one person, firm or corporation has an interest in such bid, then the full name and address of each person, firm or corporation must be clearly signed on said bid. If the bidder is a partnership, the firm name and address, as well as the name and address of each individual partner must be given. If the bidder is a corporation, the name of the corporation, the name and title of the officer duly authorize to sign for the corporation, the business address of such officer and the name of the state in which the corporation is incorporated must be given.

c. The bidder shall insert the amount of the bid bond, certified check or cashier's check in the space provided in the bid form.

d. The bidder agrees to be bound by his bid from the time the bid is submitted until the earlier of the date stipulated by such bidder or the fourth regular meeting of the Board of Control after the bid submission date unless such time is extended by agreement between the bidder and the Board.

A-3 BIDDERS AFFIDAVIT

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

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 <u>ONLY</u> 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 **<u>GENERAL CONDITIONS,</u>** Section B-24, **Duration of Contract**.

b. If the *Schedule of Items* in the *Invitation to Bid* is marked "requirement contract," then all quantities stated in the *Schedule of Items* are the City's good-faith estimates only. The City shall place each order under the

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

A-15 LIMITATION OF PERIOD OF CONTRACT

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

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

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

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

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.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

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. Also see *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 ▶

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Line 1

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

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

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

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

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

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

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

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

Line 2

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

Line 3

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

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

Line 4, Exemptions

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

Exempt payee code.

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

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

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

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

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

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 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 Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

Line 5

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

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), 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 Form 1099 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 under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

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

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

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

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

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

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

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

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

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

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

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

Privacy Act Notice

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

VENDOR INFORMATION FORM

Please fill in:

Business Name _____

IRS Reporting Name _____

Business Address _____ *City* _____

State _____ *Zip* _____ *Telephone* ( ) _____ *Ext.* _____

Toll Free Number 800 _____

Vendor Fax Number _____

Vendor Email Address _____

Vendor Email Address for contractual documents _____

Ordering Address _____ *City* _____

State _____ *Zip* _____ *Telephone* ( ) _____ *Ext.* _____

Remit Address _____ *City* _____

State _____ *Zip* _____ *Telephone* ( ) _____ *Ext.* _____

Contact Person: (ordering) _____ *(Remit)* _____

PLEASE INCLUDE THE ABOVE INFORMATION
WHEN SUBMITTING YOUR BID OR PROPOSAL

NOTE: **Section 181.23 and Section 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 _____ } SS AFFIDAVIT
COUNTY OF_____

_____being first duly sworn deposes and says:

Individual only: That he/she is an individual doing business under the name of_____, at _____ _____, 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 he/she 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 the names and addresses of the members of said partnership:
_____
_____
_____
Affiant further says that said partnership is represented by the following attorneys:_____
and is also represent by the following resident agents in the City of Cleveland:_____
_____

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 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 aid bidder has not, directly or indirectly, submitted his bid price or any break-down 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 saith not.

(Sign Here) ⟹ _____

Sworn to before me and subscribed in my presence this _____ day of _____, 20_____.

_____
Notary Public

Rev. 4/3/2012
Mm/dps

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: Labor and Materials to Maintain and Repair Automatic Doors for the Department of Port Control

FOR: The Department of: Port Control

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

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

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

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

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

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

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

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

_____

Sign Here By _____

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

_____
TITLE OF OFFICER

_____
BUSINESS ADDRESS OF BIDDER

_____
STATE OF INCORPORATION

ITEMS SHEET
ORDINANCE NO. 497-08

PURCHASE BY ONE OR MORE REQUIREMENT CONTRACTS OF THE LABOR AND MATERIALS TO MAINTAIN AND REPAIR AUTOMATIC DOORS, FOR THE VARIOUS DIVISIONS OF THE DEPARTMENT OF PORT CONTROL, FOR A PERIOD OF ONE YEAR WITH ONE YEAR OPTION TO RENEW THE CONTRACT, EXERCISABLE BY THE DIRECTOR OF PORT CONTROL. THE OPTION YEARS ARE SOLELY AT THE CITY'S DISCRETION. THE PRICING, TERMS AND CONDITIONS SHALL REMAIN THE SAME AS FOR THE INITIAL TWO YEAR TERM. THE AMOUNT PER CONTRACT YEAR ON ANY INDIVIDUAL CONTRACT SHALL NOT EXCEED $250,000.00

ITEM	DESCRIPTION	APROXIMATE QUANTITY	UNIT PRICE/ HOURLY RATE	EXTENSION
1.	Labor Rate Normal Working Hours Monday through Friday 8:00 a.m. to 5:00 p.m.			
	A. Lead Man	300hrs	$_____ Per Hr.	$_____ (Quantity x Unit Price)
	B. Assistant	300hrs	$_____ Per Hr.	$_____ (Quantity x Unit Price)
2.	Overtime Rate Normal Working Hours Monday through Friday 5:00 p.m. to 8:00 a.m.			
	A. Lead Man	50hrs	$_____ Per Hr.	$_____ (Quantity x Unit Price)
	B. Assistant	50hrs	$_____ Per Hr.	$_____ (Quantity x Unit Price)

Authorized Signature:_____ Date:_____

ITEMS SHEET
ORDINANCE NO. 497-08

PURCHASE BY ONE OR MORE REQUIREMENT CONTRACTS OF THE LABOR AND MATERIALS TO MAINTAIN AND REPAIR AUTOMATIC DOORS, FOR THE VARIOUS DIVISIONS OF THE DEPARTMENT OF PORT CONTROL, FOR A PERIOD OF ONE YEAR WITH ONE YEAR OPTION TO RENEW THE CONTRACT, EXERCISABLE BY THE DIRECTOR OF PORT CONTROL. THE OPTION YEARS ARE SOLELY AT THE CITY'S DISCRETION. THE PRICING, TERMS AND CONDITIONS SHALL REMAIN THE SAME AS FOR THE INITIAL TWO YEAR TERM. THE AMOUNT PER CONTRACT YEAR ON ANY INDIVIDUAL CONTRACT SHALL NOT EXCEED $250,000.00

ITEM	DESCRIPTION	APROXIMATE QUANTITY	UNIT PRICE/ HOURLY RATE	EXTENSION
3.	Overtime Rate (Weekends) Saturday and Sunday 8:00 a.m. to 4:00 p.m.			
	C. Lead Man	25hrs	$_____ Per Hr.	$_____ (Quantity x Unit Price)
	D. Assistant	25hrs	$_____ Per Hr.	$_____ (Quantity x Unit Price)
4.	Labor Rate (Holidays) 8:00 a.m. to 4:00 p.m.			
	E. Lead Man	20hrs	$_____ Per Hr.	$_____ (Quantity x Unit Price)
	F. Assistant	20hrs	$_____ Per Hr.	$_____ (Quantity x Unit Price)

Authorized Signature:_____ Date:_____

ITEMS SHEET
ORDINANCE NO. 497-08

PURCHASE BY ONE OR MORE REQUIREMENT CONTRACTS OF THE LABOR AND MATERIALS TO MAINTAIN AND REPAIR AUTOMATIC DOORS, FOR THE VARIOUS DIVISIONS OF THE DEPARTMENT OF PORT CONTROL, FOR A PERIOD OF ONE YEAR WITH ONE YEAR OPTION TO RENEW THE CONTRACT, EXERCISABLE BY THE DIRECTOR OF PORT CONTROL. THE OPTION YEARS ARE SOLELY AT THE CITY'S DISCRETION. THE PRICING, TERMS AND CONDITIONS SHALL REMAIN THE SAME AS FOR THE INITIAL TWO YEAR TERM. THE AMOUNT PER CONTRACT YEAR ON ANY INDIVIDUAL CONTRACT SHALL NOT EXCEED $250,000.00

ITEM	DESCRIPTION	APROXIMATE QUANTITY	UNIT PRICE/ HOURLY RATE	EXTENSION
5.	Material Price Discount List Percentage discount offered on each manufacturer's catalog list price for any parts/equipment which may be needed during the term of the contract. (Refer to Sections D-2 and D-3 of the Detailed Specifications.)	$25,000.00	_____ Percentage discount off/ Or mark-up percentage Being offered	$_____

NOTE: **BIDDERS ARE INSTRUCTED TO SHOW THE PERCENTAGE DISCOUNT THEY INTEND TO OFFER FOR EACH MANUFACTURER'S CATALOG THEY INTEND TO USE. BIDDERS ARE NOT TO MARK UP, ALTER OR CHANGE IN ANY WAY THEY TWENTY-FIVE THOUSAND DOLLAR BASE AMOUNT. BIDDERS WHO DO NOT FILL IN THE DISCOUNT THEYINTEND TO OFFER OR WHO ALTER, IN ANY WAY, THE TWENTY-FIVE THOUSAND DOLLAR BASE AMOUNT FOR ITEM NUMBER 5 MAY HAVE THEIR BID REJECTED.**

THE SUCCESFUL BIDDER SHALL BE PAID FOR THE QUANTITIES OF EACH PART ORDERED FROM THE CATALOG, PICKED UP AND/OR DELIVERED AT THE PROCES QUOTED. THE PROCES QUOTED FOR ITEM 5 MUST INCLUDE ALL COSTS, INCLUDING DELIVERY. NO SEPARATE DELIVERY FEEL OR ADDITIONAL CHARGES WILL BE CONSIDERED OR PAID.

PARTS MUST BE DELIVERED WITHIN TWO BUSINESS DAYS OR, IN THE CASE OF AN EMERGENCY, WITHIN TWENTY-FOUR HOURS. (Refer to Section D-4 of the Detailed Specifications.)

Authorized Signature:_____ Date:_____

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 will be required on any contract in the amount of $100,000 or less issued pursuant to this Invitation to Bid (ITB). Any contract over $100,000 but not more than $250,000 shall require a bond of twenty-five percent (25%) of the contract price, and any contract over $250,000 shall require a bond of fifty percent (50%).

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 form all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.

b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.

c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

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

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

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

B-21 INVOICING AND PAYMENT.

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

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

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

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

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

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

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

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

B-22 EQUAL OPPORTUNITY.

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

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

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

B-23 DURATION OF CONTRACT.

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

B-24 REDUCTION IN PRICES.

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

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

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

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

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

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

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

B-26 LAWS, PERMITS, AND REGULATIONS

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

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

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

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

B-28 INDEMNITY

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

B-29 WARRANTY

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

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

B-30 OHIO CAMPAIGN FINANCE LAW

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

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

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

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

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

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

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

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

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

NON-AIP CONTRACTS

a. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

b. SOLICITATION NOTICE

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

c. COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

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

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

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

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor

or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

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

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

    a. Withholding payments to the contractor under the contract until the contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

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

d. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

PART C - GENERAL SPECIFICATIONS

C-1 QUALIFICATION OF BIDDERS

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

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

A. That the bidder has maintained an organization capable of performing the work hereinafter described, and the number of years it has been in continuous operation.

B. The names of the employees in the areas responsible for this contract, their function in the company, title and number of years of service with the bidder's firm and years of experience in the field hereinafter described.

C. That the employees assigned to this job shall be actively employed by the contractor, and have a minimum of three years' experience (unless otherwise specified in the detailed specification section) with similar equipment in the field.

D. The present address of the main operating facility of this organization and, if any, the location of the engineering department and the research and development department.

E. Location of the facility that will serve this contract. This facility shall be conveniently located for rapid response time.

F. List source of items, replacement parts and/or supplies, as shown in Part D - Detailed Specifications. Indicate which of the items, replacement parts and/or supplies are available at your facilities and the approximate length of time it would take to obtain those which are not. This information should be listed on Exhibit "A": page 3, Item 7. If additional space is needed, a separate sheet of paper should be attached behind Exhibit "A", page 4.

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

Prospective bidders are advised that in order to enter into a contract with the City of Cleveland for providing the services outlined in this Invitation to Bid, the successful bidder must be determined to be in compliance with policies and procedures of the City's Office of Equal Opportunity. Accordingly, prospective bidders are required to complete the attached Office of Equal Opportunity Schedules 1 through 4 and submit those

materials with its bid. All schedules must be completed, signed and dated; or the submittal may be considered non-responsive. The completed schedules will be submitted to the City's Office of Equal Opportunity for evaluation. The successful bidder will be required to submit to the City's Office of Equal Opportunity a comprehensive work force evaluation and an affirmative action plan no later than sixty (60) days after entering into a contract with the City.

The City of Cleveland has established a Cleveland Area Small Business ("CSB") subcontracting goal of twenty percent (20%) for this project. Please complete Schedule 2 – Schedule of Subcontractor Participation and provide a detailed plan with your proposal indicating how CSBs will be utilized during the project. In addition, 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. Bidders shall make every effort to use MBEs and FBEs as subcontractors where available and practical.

Please be aware that the participation of CSB/MBE/FBE firms listed in your proposal will be monitored by the City's Office of Equal Opportunity throughout the duration of the contract. The successful bidder will be responsible for providing the City's Office of Equal Opportunity with any and all information necessary to facilitate this monitoring, including subcontractor agreements, invoices and cancelled checks. Successful bidders performing on Airport projects have a dual reporting requirement. Successful bidders will be required to provide subcontractor agreements to the Emerging Business Enterprise Development Office. Additionally, successful bidders and subcontractors (Non-CSB/MBE/FBE firms and CSB/MBE/FBE firms) will be required to enter all payment and invoice information associated with the contract into the PRISM monitoring system. Cancelled checks and invoices must be scanned and attached to the file. If the successful bidder fails to fulfill the CSB participation percentages set forth in this Invitation to Bid, the successful bidder may be subject to any and all penalties listed in Section 187.20 of the Cleveland Codified Ordinances.

It is the City's objective that the CSB/MBE/FBE performs a commercially useful function. A CSB/MBE/FBE is considered to perform a commercially useful function when it is independently responsible for the execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing and supervising the work involved. In light of industry practices and other relevant considerations, the CSB/MBE/FBE must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the CSB/MBE/FBE program.

If you have any questions in regard to either the City's Office of Equal Opportunity's requirements and/or its other contracting goals, please contact the Office of Equal Opportunity at (216) 664-4152.

C-3 BIDDER'S AFFIDAVIT

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

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

C-4 BID BOND

Each bid shall be accompanied by a bid bond, signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of 5% of the amount of the bid. Said bond or check shall be given as a security that if the bid is accepted a contract will be entered into, and the performance of it properly secured.

C-5 GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.

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

A. Insurance Requirements

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

B. **General Liability**

The policy(ies) shall have limits not less than a combined single limit of $5,000,000 providing the coverage required in Paragraph A above for personal

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

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

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

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

D. Special Provisions

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

E. Indemnification

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

C-6 RESPONSIBILITY TO OWNER

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

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

C-7 SECURITY REQUIREMENTS

GENERAL

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

A directive from the Transportation Security Administration ("TSA") requires proper identification and employment and criminal history background checks for all persons working in any restricted area at Cleveland Hopkins International Airport.

The successful bidder on each project shall complete an ID Badge/Safe card application form furnished by the Airport Security Office for each individual assigned to the project. As part of this contract, the successful bidder shall conduct the background checks required by the TSA directive prior to an employee being allowed inside the SIDA/Secured Area. For the employee background check, the successful bidder shall, at a minimum, verify the prospective employee's work history or references for the past ten years by contacting listed employers and personal references. All time within the ten-year period MUST be accounted for. Upon completion of the background check, an officer of the successful bidder shall attest to the completion of the TSA requirements directive by signing (in the space marked "Designated Certification Official") and submitting the application to the Airport Security Office.

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

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

SECURED AREA

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

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

1. The main contractor for each job site in the secured area of the perimeter shall be required to assign one (1) **Site Safety/Security Supervisor**. A permanent ID will be issued to the main contractor's **Site Safety/Security Supervisor** upon completion of SIDA training conducted by personnel of the Security Office at Cleveland Hopkins International Airport.

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

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

   a. Monitor gate entry to include proper badging of construction personnel and vehicle ramp permits. The Site Safety/Security Supervisor shall ensure that all contractor personnel entering the airfield properly display the approved issued ID. Only authorized construction vehicles are permitted inside the perimeter fence, no personal vehicles will be permitted inside the perimeter fence.

   b. Ensure that all vehicles properly display company signage/logos, (24" x 24" professionally made), and are flagged or lighted before entering the airfield or air operations area.

   c. If flag persons are required, they will be trained prior to the start of construction by an Airfield Services Agent. After successfully completing training, flag persons will be required to be in position each day before the construction project commences.

2. Temporary construction fencing could also be an option to ensure restricted access. The Airfield Services Office will advise the contractor if temporary fencing would meet additional safety requirements.

<u>THE SIDA/SECURED AREA</u>

The Security Identification Display Area ("SIDA")/Secured Area has also been identified by the TSA as an enhanced security zone, and requirements for controlling access are more strict. The Site Safety/Security Supervisor working in this zone would be

specifically trained in security and safety awareness. Again, restricted access to the job site is paramount.

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

2. Temporary fencing options exist to ensure restricted access. Airfield Services Manager will advise the contractor if temporary fencing would meet additional safety requirements.

3. Temporary construction projects within the SIDA with less than ten (10) workers may only require one (1) Site Safety/Security Supervisor. The Airfield Services Manager or the Security Manager will determine if the project can meet all safety and security requirements with one Site Safety/Security Supervisor.

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

VEHICLES

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

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

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

FEES

Contractors will be charged a deposit fee of $65.00 for each individual identification badge and/or ramp permit. Upon approval of ID forms, the Airport Security Office will

notify main contractor of total deposit necessary, e.g. 4 badges = $260.00. Checks and money orders must be payable to the Treasurer, City of Cleveland. The $65.00 fee will be refunded upon completion of project and return of employee's identification badges. The prime contractor must ensure surrender of all identification badges upon completion for refund processing by the Airport Security Office.

Additionally, TSAR (Section 1542.209) requires all employees requesting unescorted access to the Secured Area/SIDA or Sterile areas of the Airport, to undergo a Fingerprint-based Criminal History Records Check. This entails submission of the applicant's fingerprints, to be compared against a federal database, for crimes that could possibly disqualify the individual from the access requested. At present the cost of the procedure is $29.00 per submission. The Contractor will absorb all costs associated with fingerprinting. The capturing of all prints shall be in the presence of the Airport Operator. Further clarification can be obtained from the Airport's Fingerprinting Office at (216) 265–6964.

LOST/STOLEN BADGES

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

Contractors will be charged $100.00 for each badge that is not returned at the end of the project. The Contractor must also supply the names of all employees whose employment has been terminated or are no longer associated with the project within five (5) working days of termination or employee otherwise being removed from working on the project.

ACCOUNTABILITY

Contractor shall ensure strict accountability by issuing and retrieving temporary construction identification badges at the beginning and end of each shift. Identification badges shall be secured on site by the prime contractor.

MISCELLANEOUS

- All work expenses required to conduct the background checks, obtaining airport temporary construction badges or other activities required in this section shall be borne by the prime contractor.
- Gate agreements are available through Cleveland Hopkins International Airport Engineering Office and the Department of Port Control. Gate agreements may not be available for projects in the SIDA.
- Successful bidders must adhere to all of the current security regulations of the Cleveland Hopkins International Airport and/or the TSA.
- The Airport Security Office and Airfield Services will monitor contractors to ensure that they comply with all regulations and TSA directives. Non-compliance violations, either safety or security, will be addressed under the Progressive Discipline Program on file with the TSA.

- The contractor's construction area must remain free and clear of debris, and any dust generated must be kept to a minimum.
- No smoking will be permitted on the airfield or air operations area. No drinking of alcoholic beverages will be permitted on the airfield or AOA.
- If the need arises as determined by Airfield Services, the construction personnel and/or equipment may be required to vacate the site until further notice. All construction equipment will be kept out of the safety areas, except when in use.

C-8 PERIOD OF CONTRACT

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

C-9 PROTECTION OF CITY PROPERTY

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

C-10 AIRPORT OPERATIONS

Airport operations shall be maintained throughout this contract. The successful bidder shall contact the Airport Rescue Fire Fighting ("ARFF") station at (216) 265-4888 or (216) 265-6034 to familiarize himself with airport emergency procedures, and shall endeavor to conduct his operation so as not to conflict with them. Clear routes for ARFF personnel and equipment shall be maintained at all time. The closing of any vehicular traffic lanes, sidewalks, parking areas and runways must be coordinated with the Department of Port Control.

C-11 EMERGENCY PROCEDURES

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

C-12 CLEANING UP, WASTE DISPOSAL, ENVIRONMENTAL CONTROL

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

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

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

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

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

The Contractor shall provide a letter with the bid documents stating whether the products used are or are not an Extremely Hazardous Substance in accordance with the requirements of SARA III. This letter will state whether the products or components of each product are subject to annual release reporting, per SARA III. Upon acceptance of any bids, the Contractor shall update his information in accordance with the requirements of SARA III if the product or any of its components become listed after submission of its bid. This obligation to provide updated information shall continue during the entire term of the contract and for a period of one year thereafter.

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

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

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

C-13 SAFETY PROCEDURES

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

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

C-14 PERMITS

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

C-15 PRE-BID CONFERENCE

A. Pre-Bid conference will be held for all prospective bidders **on Friday, October 22, 2021 at 10:00 a.m. local time, VIA WebEx. The call in number is 1-415-655-0002 and the Meeting Number is 1327 47 9459**. Bidders are cautioned that questions, clarifications and information may result from this meeting, which could significantly affect your bid. In addition, by City policy, this will be the **ONLY** opportunity for bidders to talk directly to Department of Port Control personnel prior to award of contract. **Attendance at the Pre-Bid conference is not mandatory.**

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

C-16 PREVAILING RATE OF WAGES

A. Each laborer, workman or mechanic employed by the contractor for the work herein specified, or by the subcontractor or by other persons involved in such work, shall be paid not less than the prevailing rates of wages as determined by the Department of Industrial Relations of the State of Ohio, which rates have been published and approved, and are on record at the office of the Director of Industrial Relations.

B. In the event the wage scale for any labor classification is changed between the time the schedule was approved and the time the work required by this contract is performed, or in the event any class of labor employed is not included in the published schedule of prevailing wages, then the rate prevailing at the time the work is actually performed, as ascertained and determined by the U.S. Department of Labor or the Department of Industrial Relations of the State of Ohio, shall govern the work under this contract. **No increase in the contract sum will be allowed for any later increase in the prevailing rate of wages as they may apply to this work.**

C-17 MONITORING OF WORK

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

C-18 DELIVERY TICKET/SERVICE TICKET/PACKING SLIP

A. All deliveries must be accompanied by a numbered delivery ticket/service ticket or packing slip and must include the following information:

1. Delivery ticket, service ticket or packing slip must be numbered.
2. Date commodity/service ordered.
3. Date commodity/service delivered.
4. The quantity of each commodity/service ordered and delivered, whether on a per pound, per ton, per tank, per sack and/or per gallon basis (as specified on the purchase order and/or in the contract).
5. Name of the Department of Port Control representative who requested a commodity or service.
6. Must be signed by the Department of Port Control representative who received the commodity or service.
7. A copy of the delivery ticket or packing slip must be given to the Department of Port Control representative at the time of delivery.

B. The vendor will be responsible to the Department of Port Control representative for the accuracy and completeness of these documents.

C-19 INVOICES

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

1. Invoice number and invoice date.
2. Purchase Order number against which materials have been ordered and are being charged.
3. Date commodity or service ordered.

4. Date commodity or service delivered.
5. Delivery ticket or packing slip number.
6. The quantity of the commodity delivered or cost of the service performed (whether on a per ton, per pound, per tank, per sack, per gallon and/or hourly rate as specified in the contract and/or on the purchase order) for example:

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

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

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

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

7. Discount percentage where applicable.

B. The vendor will be responsible to the Department of Finance, Division of Accounts' representative, for the accuracy and completeness of these documents.

C. Successful bidder is required to submit original invoices, along with accompanying information detailed in Section C-20 A. directly to:

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

Or email all invoices to:
Invoices@clevlelandairport.com

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

DATE SUBMITTED _____

SUBMITTED BY

_____

_____

_____

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

PRINCIPAL OFFICE ADDRESS:

_____

_____

_____

OFFICIAL REPRESENTATIVES: _____

_____

IF CORPORATION, ANSWER BELOW:

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

_____

_____

_____

TREASURER'S NAME _____
SECRETARY'S NAME_____

IF CO-PARTNERSHIP, ANSWER BELOW:

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

_____

_____

_____

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

   Yes ____ No ____

   If no, how long:

   _____ years _____ months

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

Name	Function/Title	Years of Service	Years of Experience

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

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

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

   _____
   _____
   _____

5. Does your organization operate a local branch?

Yes _____ No _____

(If yes, list the address) _____
_____
_____

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

$_____ (yearly)

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

Yes _____ No _____

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

_____

_____

_____

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

_____

_____

_____

_____

_____

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

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

_____
Authorized Signature

_____
Print Name

_____
Title

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

BID REFERENCE # (City's #): _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

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

BID ITEMS DESCRIPTION:

1.
2.
3.
4.
5.

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

NAME (Type) _____

SIGNATURE _____

DATE SIGNED _____

TITLE _____

EXHIBIT "B"

SPECIFICATION/DESCRIPTIONS OF PRODUCT AND/OR SERVICES

LABOR& MATERIALS TO MAINTAIN AND REPAIR AUTOMATIC DOORS, FOR THE VARIOUS DIVISIONS OF THE DEPARTMENT OF PORT CONTROL

Purchase by one or more requirement contracts to labor and materials to maintain and repair automatic doors, for a period of one year with one one-year option to renew the contract. The option year is solely at the City's discretion. The pricing, terms and conditions shall remain the same as for the initial one-year term. The amount per contract year on any individual contract shall not exceed $250,000.00.

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

PART D – DET AILED SPECIFIACTIONS

D-1 SCOPE OF WORK

(A) Existing Doors

The automatic doors ("Doors") covered under the Contract to be awarded are listed below. However, the Department reserves the right to add/remove Doors during the term of the Contract. (Refer to Section D-1 (B).

(1) Cleveland Hopkins International Airport

(a) 15 Besam Doors located in the main terminal building on the lower level. These Doors have special requirements. (Refer to Section D-5(C).
(b) One Portal Automatic Door located in the east pedestrian bridge.
(c) One Nabco Automatic Door located in the "G" Building.
(d) One Nabco Automatic Door located in the Octagon building.
(e) One Nabco automatic door located 1st floor access building surface lot.
(f) One Horton Door located at the west end of the B-1 Concourse.
(g) Nine Stanley Automatic Swing Doors, Doors located in the Hourly/Daily parking garage, on floors 1 thru 5.
(h) Four Stanley automatic bi-fold and six Stanley automatic sliding Doors located in the remote Rental Car Facility.
(i) Six Besam Revolving Doors located in the Ticketing Lobby.
(j) Note: The Airport will be replacing the six Besam Revolving doors with the traditional vestibule with sliding doors both the inside and outside of vestibule. Two of these Revolvers have been replaced with four Nabco sliding doors.

(k) One Besam telescoping automatic door located at the south end of the Baggage Claim Level-Taxi exit.

(l) One Tri Fold, & one automatic Tormax North Baggage Yellow lot.

(m) provide as needed 3 x 7 18g right or left hand steel door w/frame & hardware as needed.

(2) Burke Lakefront Airport

(a) Five sets of Kawnee Doors located in the passenger terminal building.

(b) Three sets of Door-o-matic 960 series Doors located in the passenger terminal building.

(B) Additional Doors

The Successful Bidder will be required to provide the same maintenance, repairs, inspections, and/or emergency call back services on any new Doors acquired by the Department, at the agreed upon rates set forth in the Items Sheet, if the original manufacturer's warranty on the Doors has lapsed.

D-2 MATERIAL PRICE DISCOUNT ON PARTS

The Successful Bidder shall be paid for any parts which may be needed to maintain and repair the Doors, as detailed in these specifications, at the material discount prices quoted in Bid Item No. 5. The Successful Bidder shall be paid for the quantities of each part ordered from a manufacturer's catalog (Refer to Section D-3), picked up and/or delivered. The prices quoted in Bid Item 5 must include all costs, including delivery. No separated delivery fees or additional charges will be considered or paid.

D-3 MANUFACTURERS' CATALOGS

Bidders must either:

(A) Submit all manufacturers' catalogs, with its bid, together with the list prices of parts that will supply, or

(B) Have the manufacturers' catalogs available for immediate review by the Department's authorized representative. The Department's

authorized representative may elect to go to the bidder's premises to review the catalogs, or may request that the catalogs be delivered to the Department at Cleveland Hopkins International Airport.

(C) Bidders may not charge the Department for making the catalogs available for review or for delivering the catalogs to the Department.

D-4 PARTS AVAILABILITY

All bidders must confirm, by its authorized representative's signature on Exhibit Form "A", that it will be able to provide any parts necessary to maintain and repair the Doors described in Section D-1 within two business days or, in the case of an emergency, within twenty-four hours.

D-5 The Successful bidder must have for repairs commonly used parts such as any electronics, belts, pulleys and sensors, to ensure the repair of doors within 48hrs. The City will reimburse the Successful Bidder of all unused attic stock at the end of the contract term.

D-6 INSPECTIONS

(A) For Doors referred to in Section D-1 (A) (1) (a) through (g), the Successful Bidder will be required to inspect each Door once every other month. The inspection shall include, at a minimum, an examination, adjustment and calibration of each Door in accordance with the manufacturer's recommendations. Additionally, the Successful Bidder will be required to perform any maintenance and/or repairs that may be required.

(B) For any additional Doors (Refer to Section D-1 (B) that are installed and, in the sole discretion of the Department's authorized representative, require inspections and/or maintenance, the Successful Bidder will be required to inspect each unit, once every other month. The inspection shall include, at a minimum, an examination, adjustments and calibration of each additional Door in accordance with the manufacturer's recommendations. Additionally, the Successful Bidder will be required to perform any minor maintenance and/or repairs that may be required, for major repairs the repair should be quoted out to the Manager and superintendent for approval.

(C) The Successful Bidder will be required to maintain and use a programming module PMD for the Besam Doors for programming of the operating values

into the computer. For the Doors located at Burke Lakefront Airport (Refer to Section D-1 (A) (2) the Successful Bidder will not be required to perform regular inspections. The Successful Bidder will be responsible for responding to telephone requests for service from the Department's authorized representative. The Successful Bidder will be required to respond to all such requests for service within two hours of notification.

(D) Inspections shall be performed during normal working hours. The Successful Bidder shall be paid for inspections at the labor rate specified in Bid Item No. 1.

D-7 DOCUMENTATION OF INSPECTIONS AND/OR SERVICES

(A) Cleveland Hopkins International Airport

The Successful Bidder will be required to submit one inspection/service sheet for each Door every other month, to the Technical Systems Manager. The Technical Systems Manager or his authorized representative must sign the inspection/service sheet before the inspections and/or services commence and after the inspections and/or services have been completed. Inspection/service sheet shall include, but not limited to, the following information:

- Date
- Time in/Time out
- Description of unit
- Service performed
- Recommendations
- Name of service mechanic who performed the inspection/service

(B) The Successful Bidder will be required to perform inspections/services as requested by the Department's Technical Systems Manager's authorized representative and must submit to the authorized representative, an inspection/service sheet for each Door that inspected/services. The inspection/service sheet must be signed by the Department's authorized representative before the inspections and/or services commence and after the inspections and/or services have been completed. Inspection/service sheets shall include, but not limited to, the following information.

- Date
- Time in/Time out
- Description of unit
- Service performed
- Recommendations
- Name of service mechanic who performed the inspection/service

D-8 EMERGENCY CALLBACK SERVICE

(A) The Successful Bidder must provide twenty-four hour emergency callback service.

(B) Emergency callback service response time shall be no longer than two hours.

(C) The Successful Bidder will furnish to the Department's authorized representative a list of personnel, with their telephone numbers, authorized to respond to an emergency callback. This list shall be provided to the Department's authorized representative within two business days of signing the Contract. The Successful Bidder will notify the Department's authorized representative, in writing, of any change to the list within twenty-four hours of the change.

(D) An inspection/service sheet must be signed by the Department's authorized representative before emergency callback service commences and after the services have been completed. Inspection/service sheet shall include, but not limited to, the following information.

- Date
- Time in/Time out
- Description of unit
- Service performed
- Recommendations
- Name of service mechanic who performed the inspection/service

(E) The Successful Bidder shall be paid for emergency callback service, at rates quoted on the Items Sheet. (Refer to Bid Items 2 through Prospective bidder are instructed to refer to Section C-20-Invoices for additional information).

D-9 SERVICE PERSSONNEL

(A) The number of personnel used at any one time for inspection, service and/or callback service is limited to one employee.

(B) If more than one employee will be required, prior written approval of the Technical Systems Manager or his authorized representative is required.

D-10 REPALCEMENT PARTS

All parts used in the performance of the Contract will be original manufacturer's new parts. Original manufacturer's reconditioned parts may be authorized with the prior written approval of the Technical Systems Manager or his authorized representative. The Successful Bidder is not authorized to use any substitute parts.

D-11 OUT OF SERVICE

For both Cleveland Hopkins International and Burke Lakefront Airports, the Successful Bidder shall obtain prior written approval from the Airport's Technical Systems Manager or his authorized representative before taking a Door out of service.

D-12 AUTHORIZED REPRESENTATIVES

(A) Cleveland Hopkins International Airport; the telephone number of the Building Maintenance Manager is (216) 265-6080.

(B) Burke Lakefront Airport; the telephone of the Building Maintenance Manager is (216)781-6411.

D-13 PARKING

Parking of vehicle on the Airports' roadways will not be permitted. Therefore, the Successful Bidder will be required to perform all work using a service cart.

D-14 PAYMENT

Beginning the second month of the term of the Contract, and continuing through the month immediately following the termination or expiration of the Contract, the Successful Bidder shall submit to the City separate invoices for each Airport. Each invoice must be in a formant acceptable to the City, and itemized the services performed during the preceding calendar month (Refer to Section C-19 for specific information.) Invoices are due on or before the twentieth (20th)

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

D-15 SPECIAL PROVISIONS

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

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
Frank G. Jackson, Mayor

ATTENTION BIDDERS

Office of Equal Opportunity
Material Supplier
Subcontracting Goal Credit Rules

As described in Section 19 of the OEO Notice to Bidders:

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 for the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process.

- The CSB, MBE or FBE must be **CERTIFIED** by the Office of Equal Opportunity as a material supplier for the materials listed on Schedule 2. If the CSB, MBE or FBE is NOT certified as a material supplier for the materials listed on Schedule 2, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract. It is the responsibility of the Bidder to confirm that the CSB, MBE or FBE material supplier is currently certified by the Office of Equal Opportunity.

- Where CSB, MBE and FBE firms are providing both **LABOR and MATERIAL SUPPLIES**, the award amounts of the labor and the material supplies must be separately listed on the lines provided on OEO Schedule 2. Any Labor award amounts will be evaluated at 100% credit, and any material supply award amounts will be evaluated at 60% credit. If the labor award(s) are not separated from the material supply award(s), OEO will evaluate the entire subcontract award at 60% of the award amount.

- If a CSB, MBE or FBE supplier **IS NOT** a manufacturer and is not performing a "commercially useful function" (See Section 19 in the OEO Notice to Bidders) in the supply process, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract.

MAYOR'S OFFICE OF EQUAL OPPORTUNITY
SUBCONTRACTING GOALS
GENERAL GOODS/SERVICES CONTRACT

The Subcontractor Participation Goals for this contract are:

20% CSB Participation

Subcontracting Goals are evaluated on the Total Bid Price or Gross Bid Price, excluding any contingency amounts or alternate bid items.

A list of certified CSB firms can be found at Cleveland.DiversityCompliance.com

Ch.187

MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Michael Curry, Interim Director
Office of Equal Opportunity

Revision Date: August 10, 2021

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."

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 I dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must 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 will 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. Contractors are obligated to demonstrate their good faith effort to meet the subcontracting goals for the contract, and failure to do so will result in the rejection of 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. <u>CSB Certification</u>:

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

6. 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.

Each Bidder or Proposer shall make a good faith effort to subcontract with certified CSBs in consistent with the goals prescribed in the bid or proposal documents.

7. 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.

8. 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 shares 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 specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer shall make a good faith effort to meet them.

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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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/.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 1, the Schedule of Subcontractor Participation.

22. 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.

Community Benefit Policies:

- CODIFIED ORDINANCE 123 PREVAILING WAGE
- CODIFIED ORDINANCE 187 CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A LOCAL PRODUCER SUSTAINABLE DEVELOPMENT
- CODIFIED ORDINANCE 188 CLEVELAND RESIDENT EMPLOYMENT LAW
- CODIFIED ORDINANCE 189 LIVING WAGE
- Green Building Standards, Office of Sustainability

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

Revision Date: August 10, 2021

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?

☐ Is the form complete and signed?

Schedule 3: Schedule of Subcontractor Participation

☐ Did the subcontractor specify the total dollar amount of the subcontract?

☐ If applicable, has the re-subcontracting section been completed?

☐ Is the form complete and signed by the subcontractor?

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 1: PROJECT CONTACT INFORMATION FORM

Project Name:	
Bidder/Proposer Name:	

Part I: Bidder Information

Contractor's Full Legal Name:						
Contractor's Address:				Federal Tax ID Number (EIN):		
City:				State and Zip:		
Contractor's Principal Officer Name:				Phone Number:		
Contractor's Main Email Address:						
Contractor's Authorized OEO Representative Name:				Phone Number:		
Authorized OEO Representative Email Address:						
Are you Certified with the Office of Equal Opportunity? Check all that apply:	☐ CSB	☐ MBE	☐ FBE	☐ SUBE	☐ LPE	☐ SFP

Signature: _____ Date: _____
Bidder/Proposer Representative:

_____
Title:

Revision Date: August 10, 2021

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 must be included for the type of work listed below, or the bidder will 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 ☐ MBE ☐ FBE ☐
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:	

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		$
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 use good faith efforts in utilizing 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 prescribed CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in finding 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 UNAVAILABLITY	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 (www.cleveland.diversitydompliance.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	1st Monday in the **FEB.**	3rd Friday in the **FEBRUARY**
FEBRUARY	1st Monday in the **MAR.**	3rd Friday in the **MARCH**
MARCH	1st Monday in the **APRIL**	3rd Friday in the **APRIL**
APRIL	1st Monday in the **MAY**	3rd Friday in the **MAY**
MAY	1st Monday in the **JUNE**	3rd Friday in the **JUNE**
JUNE	1st Monday in the **JULY**	3rd Friday in the **JULY**
JULY	1st Monday in the **AUG.**	3rd Friday in the **AUGUST**
AUGUST	1st Monday in the **SEPT.**	3rd Friday in the **SEPTEMBER**
SEPTEMBER	1st Monday in the **OCT.**	3rd Friday in the **OCTOBER**
OCTOBER	1st Monday in the **NOV.**	3rd Friday in the **NOVEMBER**
NOVEMBER	1st Monday in the **DEC.**	3rd Friday in the **DECEMBER**
DECEMBER	1st Monday in the **JAN.**	3rd Friday in the **JANUARY**