City of Cleveland
Frank G. Jackson, Mayor

Department of Public Works
500 Lakeside Avenue – 3rd Floor
Cleveland, Ohio 44114-1090
216/664-2485 Fax: 216/664-4086
www.cleveland-oh.gov.

December 17, 2021 (correction of errors)

Request For Proposal: Residential Recycling Cart Retrieval

Attention Proposers:

The City of Cleveland is currently accepting proposals from firms interested in retrieval of excess blue recycling carts from residential locations. The quantity of recycle carts to be retrieved is 125,000 carts. Upon retrieval, the vendor will take possession of the carts. The vendor may dispose, recycle or re-purpose the carts. The City of Cleveland would prefer that the carts get recycled or re-purposed.
Two percent of the carts retrieved need to be allocated back to the City of Cleveland for inventory purposes. The carts being allocated back to the City of Cleveland need to be in fully assembled and good condition.

A pre-proposal teleconference will be held on Wednesday, January 5, 2022 at 12pm Eastern Standard/Daylight Time. Interested participants must log into

https://cityclevelandoh.webex.com/cityclevelandoh/j.php?MTID=meba48c0b5334132f1453f92d15d34480

Meeting number (access code): 936 710 62

or call (415) 655-0003 (access code 936 710 62). At or before the teleconference, interested parties may submit or ask questions pertaining to this Request for Proposals ("RFP") and the services desired. For reasons of including all interested, those planning to participate in the pre-proposal teleconference must register by e-mail to jlaird@clevelandohio.gov. When registering, it will be necessary to provide the names of all participating.

Prospective proposers are encouraged to participate in the teleconference although attendance is not mandatory.

Each firm shall submit one (1) original proposal copy and an electronic copy submission will consist of an USB flash drive/memory stick, CD/DVD or E-mail to the City of Cleveland **no later than Friday, January 14, 2022, 4:00 p.m. or 5:00 p.m., Eastern Standard Time.**

Separate, sealed plans and fee proposals may be mailed or delivered to the address listed below and must be clearly identified on the outside of the envelope(s) as:

Proposal: **Residential Recycling Cart Retrieval**

City of Cleveland, Dept. of Public Works
Director of Public Works
500 Lakeside Ave. E. – 3rd Floor
Cleveland, Ohio 44114
Attn: M. Yanna Maxwell

If hand-delivered, proposals should be addressed as above and delivered to:

Cleveland Public Auditorium
500 Lakeside Ave., 3rd Floor
Cleveland, Ohio 44114
Attn: M. Yanna Maxwell-RFP

The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

If you have any questions, please do not hesitate to contact John Laird at jlaird@clevelandohio.gov or (216)664-2514. Thank you for your attention to this matter.

Sincerely,

Michael E. Cox, Director
Department of Public Works

CC: Darnell Brown, Chief Operating Officer
John Laird, Manager of Administration

Residential Recycling Cart

REQUEST FOR PROPOSALS

FOR THE

DEPARTMENT OF PUBLIC WORKS, DIVISION OF WASTE COLLECTIONS

I. Introduction and Background

The City of Cleveland is located on the southern shore of Lake Erie in northeast Ohio. The population according to the 2017 Census Bureau was 385,525 making it the second largest city in Ohio. The City covers an area of nearly 83 square miles.

With this Request For Proposals (RFP), the City of Cleveland, Ohio, through its Director of Public Works, is soliciting responses from qualified firms to retrieve and reuse or 125,000 recycle blue 64 gallon residential waste collection recycle carts. Upon retrieval, the vendor will take possession of the carts. The vendor may dispose, recycle or re-purpose the carts. The City of Cleveland would prefer that the carts are recycled or re-purposed. Two percent of the carts retrieved need to be allocated back to the City of Cleveland for inventory purposes. The carts being allocated back to the City of Cleveland need to be in fully assembled, and in good condition.

This is part of a broader initiative to restart the residential curbside recycling program. The initial recycling program began in 2007 with 155,000 households enrolled and issued 64-gallon carts. The program was suspended in 2020 due to excess contamination in the carts. The restarted recycling program is an optional for residents to participate. We expect 30,000 households to recycle. Thus, leaving approximately 125,000 excess carts that need to be retrieved.

One purpose of this RFP is to retrieve 64-gallon recycling carts from residential locations. The remaining carts should be prepared for recycling. If requested by the vendor, the city can provide a paved staging yard within 5 miles of retrieve retrieval locations. The city will also coordinate garbage/recycling collections routes to allow for a higher retrieval rate.

	Monday	Tuesday	Wednesday	Thursday	Friday
Number of Trucks/Routes	30	28	26	28	27
Number of Homes	30000	28000	26000	28000	27000
Set out Rates	85%	80%	70%	75%	70%

The selected vendor shall provide labor, transportation, materials, equipment, expenses, and technical expertise to perform this project using. Firms submitting proposals for this work should clearly identify all relevant staff credentials, for those individuals assigned to this work.

Scope of Services

The vendor will collect blue recycling carts on existing tree lawns and locations in the City right-of-way. The vendor will take possession of the carts and dispose or recycle/reuse excess carts.

II. QUALIFICATIONS

A. **Years in Business**

The firm must be an established business for a minimum of five (5) years; otherwise, the owner/operator must have a minimum of five (years) experience.

B. **References**

Each firm will be required to provide three (3) verifiable positive references which may include but are not limited to ability, performance of previous contracts and service, integrity, character, reputation, judgment, experience, efficiency, delivery, and professionalism.

C. **Financial Information**

The City of Cleveland reserves the right to require a proposer to show to the complete satisfaction of the City staff that it has the necessary facilities, abilities, and financial resources to provide the services specified. The proposer may also be required to give a history in order to satisfy the City of Cleveland in regard to the proposer's qualifications. The City of Cleveland may make a reasonable investigation deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish the City of Cleveland all information for this purpose that may be requested.

Proposers must demonstrate the financial capability to operate and maintain the course properly and make needed improvements. The City of Cleveland will perform a financial analysis of the firm that received the highest rating from the evaluation committee. The City of Cleveland may utilize Dunn & Bradstreet reports in determining the firm's financial capability. The proposer will be eliminated from the process if the analysis shows the firm is financially unable to perform the contract as proposed. In this situation, the City of Cleveland will proceed to the next highest rated firm until a financially responsible firm is discovered.

D. **Qualifications of Firm to Perform Project**

Each proposer is required to submit a list of personnel, including the Project Manager to be assigned to the project including

resumes, experience, and responsibilities. Proposers must include joint venture and/or subcontractor information including a list of the team members that may partner/participate with the firm. Each proposer will be required to describe abilities specific to the scope of services as specified including the following:

1) Experience working with the public.

VI. PROPOSAL SUBMISSION INSTRUCTIONS

A. GENERAL REQUIREMENTS

1. No organization, firms, or individuals seeking award of a contract under this solicitation may initiate or continue any verbal or written communications regarding the solicitation with any City officer, elected official, employee, or other City representative without permission of the Division of Purchasing named on the solicitation, between the date of the issuance of the solicitation and the date of final contract award by the City of Cleveland. Violations will be reviewed by the Director of the Division of Purchasing. If determined that such communication has compromised the competitive process, the offer submitted by the organization, firm, or individual may be disqualified from consideration for award.

2. All questions or requests for additional information shall be addressed to Michael Cox, Director of Public Works.

B. Proposal Contents

1. Cover letter – introduce your firm and subcontractors (if applicable), including:

- Firm name, address, and state/federal identification codes such as Federal Employer Tax Identification number.
- Individual with legal contacting authority: name, title, address, telephone, and email.
- Primary contact, if different than individual in prior bullet: name, title, address, telephone, and email.

C. Technical Requirements

The selected vendor shall provide labor, transportation, materials, equipment, expenses, and technical expertise to perform this project. Firms submitting proposals for this work should clearly identify all relevant staff credentials, for those individuals assigned to this work.

- Staff/equipment resource logistics and management
- Overall project timeline and interim data deliverables
- Communication plan

2. Project Staff Qualifications – list committed project staff for all major tasks, describing everyone as follows:
    - Education and experience, including total career years, as well as years at present employment
    - Project role/responsibility

3. Budget – based on project timeline proposed, estimate what specific amount of the inventory can be done by each interim milestone, at what invoiced amount. Also include overall budget, subdivided into categories by task and/or function.

4. Exceptions to RFP – indicate any requirements stated in the RFP with which you cannot, or may not be able to, comply; explain.

D. Proposal Submission

1. One (1) original copy of the proposal and an electronic copy submission will consist of an USB flash drive/memory stick, CD/DVD or E-mail of your proposal should be submitted. One Proposal Fee Schedule shall be submitted in a separately sealed envelope marked with the Firms name, address, and FEE SCHEDULE.

2. All proposal copies must be identical to the original and should be submitted single sides size 8 ½ x11". The full cost of proposal preparation is to be borne by the proposing firm. Proposals must be signed in ink by a company official who has authorization to commit company resources.

3. Proposals should be submitted in a sealed envelope/package addressed to:

City of Cleveland, Dept. of Public Works
Director of Public Works
500 Lakeside Ave. E. – 3rd Floor
Cleveland, Ohio 44114
Attn: M. Yanna Maxwell

and should be identified with the proposal number, date of opening and company name on the outside.

4. Proposals submitted are not made publicly available until the Contract has been awarded by the City of Cleveland. All proposals and Supporting materials as well as correspondence relating to this RFP become property of the City of Cleveland when received. Any proprietary information contained in the proposal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.

5. The City of Cleveland reserves the right to reject any or all proposals, in whole or in part, to request clarifications, to negotiate changes in the scope of services, and to waive any technicalities as deemed in its best interest.

VII. PROPOSAL EVALUATION

The Proposal should be responsive to the specific range of issues described in this Request for Proposals. Vendors are asked to read the Request for Proposals carefully to ensure that they address the specific requirements of this Request and submit all requested information.

Part I - Initially, proposals will be evaluated based on their relative responsiveness to the criteria described in Section B above and will be scored based on the point values as shown:

1. Background, experience & knowledge– Evaluation of the Proposer's experience, knowledge and capacity as a corporation or other entity to perform cart retrieval, verification of references, financial capability as described in items A, B and C above.

0 - 40 points

2. Qualifications of firm to perform project and proposed operational plan and methodology as described in item E above.

0 - 60 points

SUBTOTAL 100 points

Part II - The City may choose to short list prior to opening Fee Proposals. The fee schedules of the highest scoring proposals from Part I will be opened and reviewed, with scores evaluated based on the following criterion:

5. Evaluation of rent schedule **(To be submitted in a separately sealed envelope, identified by the Proposal Number, the Firms Name, and FEE PROPOSAL)**

– total rent for the entire lease period will be considered**.**

0 – 20 points
SUBTOTAL 120 points

At the City of Cleveland's discretion or as deemed in the City of Cleveland's best interest, firms may be short-listed a second time to determine the final recommendations. At this time, if deems it to be necessary, the City of Cleveland may request further information, explanations, clarifications, presentations,

interviews, meetings or site visits with some or all of the firms submitting proposals.

The City may choose to short list again and invite a number of the highest scoring firms for an optional interview and presentations. The number of firms invited will be at the discretion of the selection committee. The dates and nature of the interview requirements will then be relayed to the invited firms.

Optional Interview 0 – 20 points
TOTAL 140 points

VIII. Proposal Requirements

CLEVELAND AREA BUSINESS CODE

Requirements. During performance of this Agreement, Contractor shall comply with all applicable requirements of the *Cleveland Area Business Code*, Chapter 187 of the Codified Ordinances of Cleveland, Ohio, 1976 ("C.O."), and any *Regulations* promulgated under the *Code*, which *Code* and *Regulations* are incorporated into and made part of this RFP by this reference as fully as if rewritten in it or attached. Specifically, compliance under any resulting agreement shall include, but not be limited to, the Contractor's:

- Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement.
- Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department.
- Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor's compliance; and
- Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).

Failure to Comply. When determining the contractor's future eligibility for a City contract, the City shall consider a contractor's failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

a. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs), and Cleveland- area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares that commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor's Office of Equal Opportunity (the "OEO") in its proposal.

b. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.

c. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code - Notice to Bidders and Schedules*. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal, and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs and FBEs by checking the City's website at http://www.city.cleveland.oh.us. On the home page, select "Office of Equal Opportunity" from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for "CSB/MBE/FBE Registry".

Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub-consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.

The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration

of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the OEO *Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.

d. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: 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.

e. Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.

i. **Term of Proposal's Effectiveness**.

By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 180 calendar days

after the proposal submission deadline (the "Proposal Expiration Date").

vi **Execution of a Contract**.

The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays, and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

vii. **"Short-listing".**

The City reserves the right to select a limited number (a "short list") of Proposers to make an oral presentation of their qualifications, proposed services, and capabilities. The City will notify the Proposers selected for oral presentations in writing.

viii. **Proposer's Familiarity with RFP; Responsibility for Proposal**

By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or incomplete information or information not otherwise conforming to represented or actual conditions.

A. Anticipated Proposal Processing

The City anticipates it will - but neither promises nor is obligated to - process proposals received according to the following schedule:

i. **Issue Request for Proposals: December 15, 2021**
ii. **Pre-proposal Conference/Teleconference: January 5, 2022**
ii. **Deadline for Submitting Questions: January 7, 2022**
iv. **Deadline for Submitting Proposal : January 14, 2022**

B. Interpretation

The City is not responsible for any explanation, clarification, interpretation, representation, or approval made concerning this RFP or a Proposal or given in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

Qualification for Proposal

A. Each Proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a proposal. If Proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Proposer must:

i. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.

ii. Possess or demonstrate it qualifies for all applicable licenses, certificates, permits, or other authorizations required by any governmental authority, including the City, having jurisdiction over the operations of the Successful Proposer and the proposed services.

iii. Submit with its proposal at least three (3) written, verifiable, references dated within the last five years from clients for which the Proposer has rendered services substantially like those sought by this RFP and recommending Proposer for selection for such services.

B. **Insurance:** The Successful Proposer, at its expense, shall always during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company(s) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

Notice of Cancellation

The insurance policy or policies provided hereunder shall provide as follows:

"The Company agrees that ten (10) days prior to cancellation, or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by certified mail to the Director of Law of the City of Cleveland."

In addition to the notification required of Vendor's insurance company, Vendor shall notify the City, in writing, by certified mail to the Director of Law of the City of Cleveland, immediately upon learning of cancellation or reduction of the insurance afforded by its policy.

Copy of Insurance Policy

Upon the request of the Director of Law of the City of Cleveland, Vendor shall forthwith provide the Director of Law with an exact copy of the insurance policy or policies required under this Agreement. If requested by Vendor, the City agrees to enter into an appropriate confidentiality agreement with respect to the information contained in said insurance policies.

Certificate of Insurance

Upon execution of this Agreement Vendor shall submit to the City a certificate(s) of insurance with respect to such policy or policies. Such certificate(s) shall contain the notification provision set forth in paragraph "A" above. If the additional insured endorsement required above is not available at the Agreement execution date, Vendor shall submit to the City a notation of the endorsement together with either a Binder or an Advice of Insurance with respect to such endorsement. Vendor shall also provide a copy of the endorsement naming the City as an additional insured under Vendor's commercial general liability coverage. The endorsement shall be submitted no later than thirty (30) days after the execution date hereof.

Policy

The policy or policies, certificate(s), Binder or Advice required in paragraphs B and C above shall, as to form, coverage and carrier, be satisfactory to the Director of Law. If at any time, the previously approved coverage or carrier on any policy shall become unsatisfactory to the Director of Law, Vendor shall, forthwith, provide a new policy meeting the requirements of the Director of Law.

No Limit of Liability
The limits of insurance specified above shall in no way constitute the upper limits of liability for which Vendor is responsible under Section 5.17, Indemnity.

Indemnification

General Indemnification
The Vendor, at its own expense, shall completely and entirely indemnify and hold harmless (including reasonable attorneys fees) the City and its respective officers, agents and employees ("indemnified Parties") from any claim or suits that may be based upon any injury to persons or property arising out of an error, omission or negligent act of Vendor; and Vendor shall, at its own expense, defend the City in all litigation, pay all attorneys' fees, damages, court costs and other expenses arising out of such litigation or claims incurred in connection, with such litigation or claims; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation. The indemnification set forth in this Article shall survive the term of this Agreement.

Should the parties agree to submit claims, disputes, or other matters arising out of this Agreement to arbitration, they may do so only with written agreement of all parties, including the City.

Patents, Copyrights and Trade Secrets
Vendor shall indemnify and shall hold harmless (including reasonable attorney fees) Indemnified Parties against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from or in connection with claims of violation of United States patents, trademark, trade secrets, proprietary information, copyrights or other intellectual property rights resulting from the Vendor or the City's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The City will provide the Vendor with a written notice of any such claim or suit. The City will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the City against this suit.

If a third-party claim causes City's quiet enjoyment and use of any product supplied by Vendor to be seriously endangered or disrupted, or, should a court order be issued against the City restricting the City's use of any product and should the Vendor determine not to further appeal the claim issue, at the City's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

1. Purchase for the City the rights to continue using the contested product(s), or

2. Provide substitute products to the City which are, in the City's sole opinion, of equal or greater quality, or

3. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the City all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

Injuries or Death of Third Party
Vendor agrees to indemnify and hold harmless Indemnified Parties against all losses and liabilities arising out of or resulting from all injuries or death to persons or damage to property, including theft, on account of performance of work or services by Vendor pursuant to the Agreement.

Obligation to Vendor's Employees
Vendor shall indemnify and hold harmless Indemnified Parties against all liabilities arising out of Vendor's failure to perform all obligations owed to Vendor's employees.

FICA and Taxes
Vendor agrees to indemnify the City for all sums that are due and owing to the Internal Revenue Service (IRS) for withholding FICA and unemployment or other state and federal taxes. Vendor further agrees to make such payments to the IRS and appropriate state authorities for withholding FICA and unemployment taxes.

Duration of Indemnification
Vendor's obligation to indemnify and Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason.

Subcontractors
Vendor shall not sublet or subcontract nor shall any subcontractor commence performance of any part of the work or services included in this Agreement without the previous written consent of the Court, following the issuance of an Order of the Court permitting such subcontract. Subletting, if permitted, shall not relieve Vendor of any of its obligations under this Agreement. Vendor shall be and remain solely responsible to the Court for the acts or faults of any subcontractor and of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be considered an agent or employee of Vendor to the extent of its subcontract. Vendor shall file a conformed copy of the applicable subcontract with the Court. Vendor and any subcontractor shall jointly and severally agree that the Court is not obligated to pay or to be liable for the payment of any sums due any subcontractor. References to the Vendor in this Agreement or its attachments include authorized subcontractors of Vendor.

C. **Financial Information:**
The Proposer shall include the following financial information:

i. Income statement for the last three (3) fiscal years, prepared in accordance with generally accepted accounting principals, reflecting the current financial condition of the Proposer. If a publicly held corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last 12 months. Owners of closely held corporations must submit a personal financial statement, current to within one (1) week of the proposal date;

ii. Ownership of the Proposer. If the Proposer is a corporation and its outstanding stock is held by fewer than 10 persons, the name and residence address of each shareholder and his/her shares of outstanding stock must be listed.); and

iii. Three bank and three trade references.

D. **Proposers Affidavit:** Proposer shall submit with its proposal an affidavit stating that neither it nor its agents, nor any other party acting 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 proposed to result from its proposal, and further agreeing that no such money or reward will be paid.

E. **Additional Required Documents:** Proposer shall complete, execute, and return with its proposal the following documents, blank copies of which are attached to this RFP:

i. The Office of Equal Opportunity *Notice to Bidders and Schedules*.

ii. Federal *Form W-9* including Taxpayer Identification Number.

iii. Non-Competitive Bid Contract Statement for Calendar Year 2018

F. **Disqualification of a Proposer/Proposal:** The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the way its services are to be performed or rendered.

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the

information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desires the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City or is currently in default under any agreement with the City.

The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.

The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.

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

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: Schedule of Subcontractor Participation

☐ **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: Statement of Intent to Perform as a Subcontractor

☐ **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:

City of Cleveland - Office of Equal Opportunity

SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE SUBCONTRACTORS (Certified and non-certified) that will be participating on this contract. The Bidder or Proposer is responsible for verifying that each CSB, MBE and FBE Subcontractor listed is certified to perform the particular type of work they are expected to perform for the contract.

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			$
City, State, Zip:			$
OEO Compliance Contact:			$
Contact Email Address:			$
Contact Phone:			$
Company Type: CSB ☐ MBE ☐ FBE ☐ Other ☐ Non-Certified ☐			$
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:			$
OEO Compliance Contact:			$
Contact Email Address:			$
Contact Phone:			$
Company Type: CSB ☐ MBE ☐ FBE ☐ Other ☐ Non-Certified ☐			$
Federal Tax ID#/EIN:	**TOTAL**		$

The prime contractor may not substitute subcontractors **between the submission of bids and award of the contract. After the contract is awarded, the prime contractor may not substitute or shift subcontractors without written approval of the Director of OEO. When there are CSB, MBE and/or FBE goals established in the bid specifications, subcontractor substitutions must preserve the original bid participation percentage, unless the Director waives the requirement. The undersigned agrees that if awarded a contract, it will enter into a written agreement with each subcontractor listed above. If the total contract amount increases, the contractor shall use its best efforts to preserve the original CSB, MBE and/or FBE participation percentages for that increased amount.**

Authorized Representative:			
Signature:		**Date:**	

City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION
ADDITIONAL SUBCONTRACTOR FORM

Project Name:	
Bidder/Proposer Name:	

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			$
City, State, Zip:			$
OEO Compliance Contact:			$
Contact Email Address:			$
Contact Phone:			$
Company Type: CSB ☐ MBE ☐ FBE ☐ Other ☐ Non-Certified ☐			$
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:			$
OEO Compliance Contact:			$
Contact Email Address:			$
Contact Phone:			$
Company Type: CSB ☐ MBE ☐ FBE ☐ Other ☐ Non-Certified ☐			$
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:			$
OEO Compliance Contact:			$
Contact Email Address:			$
Contact Phone:			$
Company Type: CSB ☐ MBE ☐ FBE ☐ Other ☐ Non-Certified ☐			$
Federal Tax ID#/EIN:	**TOTAL**		$

City of Cleveland - Office of Equal Opportunity

SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Subcontractor Name:	
Bidder/Proposer Name:	
Project Name:	

Subcontractor is a: ☐ **CSB** ☐ **MBE** ☐ **FBE**

Have you (subcontractor) been notified by the Office of Equal Opportunity that you have met the annual subcontracting participation maximum for this calendar year? ☐ Yes ☐ No

The undersigned prospective subcontractor intends to perform work or furnish supplies/materials in connection with the contract as a (check all that apply):

☐ **Individual**
☐ **Corporation organized and existing under the laws of the State of_____.**
☐ **Proprietorship,**
☐ **Partnership, or**
☐ **Joint Venture consisting of _____.**

The CSB, MBE or FBE status of the undersigned contractor is confirmed in the Office of Equal Opportunity's registry of certified CSBs, MBEs and FBEs. The contractor is prepared to perform the following work items or parts thereof for the above contract.

Part 1: SPEC ITEM #s	Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS	Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS
		$

RE-SUBCONTRACTING

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

☐ **Yes (If Yes, fill out a "Blank" Schedule 2 and indicate the subcontractors being used as 2nd Tier subcontractors.)**
☐ **No**

The undersigned prospective subcontractor will enter into a written agreement with the Bidder or Proposer for the above work items after the award, but prior to the execution of the contract with the City of Cleveland.

Authorized Subcontractor Representative:			
Signature:		**Date:**	

City of Cleveland - Office of Equal Opportunity

I. 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 1

Schedule 1

Declaration of Number of
Persons Employed by the Bidder

1. Are you a for profit_____ or a non-profit_____entity?

2. Number of Current Employees: Number of Employees If Contract Is Awarded

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

_____

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

_____

Name:_____
Title:_____

Updated 8-6-10

SCHEDULE 2

DECLARATION OF HEALTH INSURANCE COVERAGE

NOTE: All bidders must complete items 1 and 2.

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

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

_____Yes _____No

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

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

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

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

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

d. Is dental insurance offered to your employees?

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

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

   When? _____

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

_____

Name: _____

Title: _____

SCHEDULE 3

AFFIDAVIT OF COMPLIANCE WITH CLEVELAND CODIFIED ORDINANCE CHAPTER 189

County of _____)
) ss:
State of _____)

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

1. I am the _____ (title) of

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

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

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

_____YES _____NO

FURTHER AFFIANT SAYETH NAUGHT.

_____

Name: _____
Title: _____

SWORN TO BEFORE ME and subscribed in my presence this

_____ day of _____, 20__.

_____
Notary Public

SCHEDULE 4

CURRENT CONTRACTS WITH THE CITY

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

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

19820
updated 9.3.04

City of Cleveland
Frank G. Jackson, Mayor

VENDOR ENTRY FORM

❑Add Vendor ❑Change Vendor Info ❑Delete Vendor

Business Name:	

1099 INFORMATION

Incorporated?	❑YES ❑NO	***Federal Tax ID:***	-
If "NO" Check One:	❑SOLE PROPRIETORSHIP ❑PARTNERSHIP ❑OTHER:		
If "NO" Enter your Social Security Number:	- -		
IRS Reporting Name*:			

**If this is not the name listed on contracts with the city, please attach a detailed explanation.*

Address:					
City:		***State:***		***Zip:***	
Phone:	( ) Ext.	***Fax:***	( )		
Website Address:					
Email Address:					

ORDERING ADDRESS INFORMATION

Check each that applies*:					
Address:					
City:		***State:***		***Zip:***	
Phone:	( ) Ext.	***Fax:***	( )		
Contact:		***Title:***			
Email Address:					

**Please attach additional pages if you have more than one ordering/other location.*

C of C 81-245

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

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

☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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).

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 on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

Requested By:_____
(Department/Office)

NON-COMPETITIVE BID CONTRACT STATEMENT FOR CALENDAR YEAR 2021 (ALL DEPARTMENTS/OFFICES)

This statement, properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED**.

Entity Name: _____

Entity's Mailing Address: _____

_____

COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.

NOTE: For purposes of this Statement, the "Mayor" and "Mayor's Committee" means Frank G. Jackson and the Frank G. Jackson For A Better Cleveland Committee, respectively.

SECTION I.	**TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.**

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

_____ NON-PROFIT CORPORATION **GO TO SECTIONS III and IV.**

_____ GOVERNMENTAL ENTITY **GO TO SECTION IV.**

SECTION II.	**TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES AND TRUSTS.**

The above-named entity is a (Please mark appropriate designation):

_____ SOLE PROPRIETORSHIP _____ TRUST

_____ INCORPORATED PROFESSIONAL ASSOCIATION _____ ESTATE

_____ UNINCORPORATED ASSOCIATION _____ PARTNERSHIP

_____ LIMITED LIABILITY COMPANY _____ JOINT VENTURE

For purposes of Section II, a "principal" means an individual, an owner, a partner, a shareholder, a member, an administrator, an executor or trustee connected with the above-named entity, or the spouse of any of them.

PLEASE READ PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (B) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over $500.00 to the entity during calendar year 2021 unless Council makes a direct award.

_____ (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2019 and December 31, 2020 that totaled in excess of $1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

_____ (B) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2019 and December 31, 2020 that totaled in excess of $1,000.00.

SECTION III.	TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.

_____ NON-PROFIT CORPORATION _____ FOR-PROFIT CORPORATION

_____ BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For purposes of Section III, a "principal" means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over $500.00 to the entity during calendar year 2021 unless Council makes a direct award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

_____ (A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2019 and December 31, 2020.

_____ (B) NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2019 and December 31, 2020 that totaled in excess of $1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).

_____ (C) ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2019 and December 31, 2020 that totaled in excess of $1,000.00 individual.

_____ (D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.

SECTION IV.	TO BE COMPLETED BY ALL ENTITIES.

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name _____ Print Title _____

Signature _____ Date _____

Telephone No. _____
(Area Code)

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared the above-named _____, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of _____, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public _____

Date _____

FOR MAYOR'S OFFICE USE ONLY

_____ ELIGIBLE _____

_____ INELIGIBLE _____

DATE _____