



City of Cleveland

Justin M. Bibb, Mayor

Department of Public Works

500 Lakeside Avenue

Cleveland, Ohio 44114-1099

216/664-3550 Fax: 216/664-6154

www.clevelandohio.gov

December 20, 2023

Proposals are due: Monday, January 22, 2024

Dear Proposer:

The City of Cleveland (“City”), through its Director of Public Works (“Director Williams”), is soliciting proposals from qualified temporary/seasonal employment firms to provide seasonal employees for the Division of Park Maintenance, Department of Public Works.

A preproposal teleconference will be held **Thursday, January 4, 2024 at 2:00 p.m.** Eastern Standard/Daylight time. Prospective proposers are encouraged to participate in the conference although attendance is not mandatory. Interested participants must **log into the link** listed below and after the meeting concludes, forward their name, the name of company they are representing and contact number to M. Yanna Maxwell at ymaxwell@clevelandohio.gov. Additional questions may be submitted via email to M. Yanna Maxwell. The deadline to submit questions is **Thursday, January 11, 2024**. We will respond no later than **Wednesday, January 17, 2024**.

Join from the meeting link

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 225 457 647 483

Passcode: uKS2Gr

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 216-306-2628,,906968325# United States, Cleveland

Phone Conference ID: 906 968 325#

[Find a local number](#) | [Reset PIN](#)

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At or before the teleconference interested parties may submit or ask questions pertaining to the Request for Proposal (“RFP”) and the services desired.

Each firm shall submit an electronic copy submission will consist of an USB flash drive/memory stick, CD/DVD to the Director of Public Works via **email to ymaxwell@clevelandohio.gov no later than 3:00 p.m. on Monday, January 22, 2024**. City documents to be included within your proposal should consist of: **Office of Equal Opportunity OEO Schedules 1-4, notarized Non-competitive Bid Contract, W-9, Vendor Entry form, your last three (3) years of income tax or financial statements and your billing rate.**

An Equal Opportunity Employer

**City of Cleveland, Director of Public Works
500 Lakeside Avenue, 3rd Floor
Cleveland, Ohio 44114-1099
Attn: M. Yanna Maxwell**

Sincerely,



Frank D. Williams, Director
Department of Public Works

cc: Ahmed Abonamah, Director of Finance
Toi Porch, (Interim) Commissioner of Park Maintenance
John Novak, Cemetery Manager
Andre Reynolds-Department of Finance
John Laird, Asst. Dir. of Public Works
M. Yanna Maxwell, Dept. of Public Works
Jennifer Robinson, Dept. of Public Works

FDW/mam

SEASONAL SERVICES
FOR PUBLIC WORKS AND FINANCE DEPARTMENTS

Cover Letter

2024 REQUEST FOR PROPOSAL
FOR SEASONAL/TEMPORARY EMPLOYMENT SERVICES
FOR THE
DEPARTMENT OF PUBLIC WORKS AND
DEPARTMENT OF FINANCE

SEASONAL SERVICES
FOR PUBLIC WORKS AND FINANCE DEPARTMENTS

Table of Contents

- I. Introduction and Background Information
- II. Scope of Services
 - a. Recruitment/Outreach
 - b. Interviewing/Employee Selection
 - c. Employee Placement
 - d. Administration
 - e. City Policy and Procedure Precedence
 - f. Use and Operation of City Equipment by Consultant's Employees
 - g. Grant Eligibility Reporting Requirements
 - 1. Establishment and Maintenance of Records
 - 2. Documentation of Costs
 - 3. Project Clean Program
 - 4. Payroll and Distribution of Time
 - h. Consultant Performances
 - i. Payroll Reporting Requirements
 - 1. Payroll Standards and Regulations
 - 2. Cumulative Quarterly Reports
 - 3. Records & Subcontracts
 - j. Consultant and Employee Licensing
 - k. Cleveland Fair Employment Wage Law
 - l. Patient Protection and Affordable Health Care Act
- III. Project Schedule & Deliverables (Include: Detailed project deliverables that the proposer is expected to provide and list chronologically the timeframe or deadline for each deliverable)

SEASONAL SERVICES
FOR PUBLIC WORKS AND FINANCE DEPARTMENTS

IV. Proposal Submission, Conditions, Schedule, Processing

- a. Organization
- b. Timetable
- c. Compensation
- d. Cleveland Fair Employment Wage

V. Proposal Contents: What a Proposer Must Submit

- a. Compliance Affidavit
- b. Insurance Requirements

VI. Selection Criteria

- a. Quality
- b. Credentials of key personnel
- c. Demonstrated Ability
- d. Proposed schedule to perform services
- e. Fee
- f. Minority Participation Policy
- g. City of Cleveland Resident Hiring Plan
- h. Management Policies and Procedures Manual

VII. Agreement

- a. Proposal Deadlines
- b. Proposal Acceptance
- c. Costs Incurred
- d. Economy of Preparation

VIII. Definitions

- a. Fair Employment Wage Law Considerations
 - 1. Hourly Rates Based on the Consumer Price Index
 - 2. Living Wage Ordinance

SEASONAL SERVICES
FOR PUBLIC WORKS AND FINANCE DEPARTMENTS

Exhibit A - Job Descriptions

Exhibit B - Equipment Replacement Cost List

Exhibit C – Seasonal Employee Rules and Regulations

Exhibit D - Cleveland Fair Employment Wage Law, Notice to Proposers

Exhibit E - Income Verification Form, Project Clean Program

Addendum I – Fee Schedules

Addendum II – Miscellaneous Fee Schedule

Addendum III – Employee Evaluation Form

Exhibit F - Non-Competitive Bid Contract Statement

Exhibit G - Office of Equal Opportunity Schedules and Affirmative Action Certification

Exhibit H – W-9 Form

Exhibit I – Vendor Entry Form

SEASONAL SERVICES
FOR PUBLIC WORKS AND FINANCE DEPARTMENTS

I. INTRODUCTION AND BACKGROUND INFORMATION

This Request for Proposals (“R.F.P.”) sets forth the requirements of the City of Cleveland (the “City”) for a program to seek proposals from temporary employment services to provide seasonal employees whose duties include those outlined in each of the four job categories described in Exhibit A. These descriptions are not all-inclusive, and the City retains the discretion to hire employees within these categories as well as other seasonal job categories required.

II. SCOPE OF SERVICES

a. Recruitment/Outreach

At its sole expense, Consultant shall recruit employees from lists provided by the City and from any other lists or sources provided by the Consultant and approved in writing by the Directors. Consultant shall exhaust all efforts to recruit workers who are City of Cleveland residents. Consultant’s office location(s), for the purpose of this contract, shall be within the City of Cleveland and shall be located in close proximity to regular R.T.A. service.

b. Interviewing/Employee Selection

Consultant shall conduct, at its sole expense, all recruiting, interviewing, candidate screening, and employee hiring for all persons working on this contract. The Consultant shall ensure that employees are capable of performing the duties of his/her position as described in Exhibit A before placing them in the field. Consultant shall outline its employee screening processes in its proposal. When required by law or upon the request of the City of Cleveland, Consultant’s candidate screening shall include income and eligibility qualification, criminal-record checks, fingerprinting, and driver’s license checks. The City shall notify Consultant of any employees that it may want to drive a vehicle in a job description other than that of Seasonal Supervisor in an emergency situation. Upon receiving this notification, the Consultant shall confirm that the employee has a valid driver’s license. Per the City’s Policy, each employee participating in the City’s seasonal-employment program must pass a urine drug screening 10-panel test before starting employment. The Consultant shall submit a detailed description of its *pre-placement* drug testing procedures including, but not limited to, the medical and “street” name of each drug candidates will be tested for, the credentials of the technician performing the testing, and a description of the facilities used for testing. The consultant will also provide *post-placement* drug testing procedures for employees who are to be tested due to the City’s “reasonable suspicion” of alcohol/drug use by an employee. The post-placement drug testing procedures shall include, but is not limited to, the medical and “street” name of each drug candidates will be tested for, the credentials of the technician performing the testing, a description of the facilities used for

testing, and the method of transporting employees to and from the testing facility. The results of all employee drug test results shall be verified and confirmed by the Consultant in written form and forwarded to the City in a reasonable period of time as agreed upon by both parties. The Consultant will be required to submit two (2) proposal fees for each job description, with one proposal fee reflecting any costs associated with the urine drug screening. If the Consultant will deduct the cost for the urine drug screening from its employees pay or charge potential employees a fee for the urine drug screening, the Consultant shall reveal to the City the amount of said deduction and/or charge. See addendum II. Additionally, the proposal is to provide a per person fee for a singular county of Cuyahoga, background check. If the criminal-background check is part of your regular recruitment practice, please state this in your proposal. Orientation of employees shall be conducted approximately one week prior to the program start date. The City will supply a site for the consultant to conduct the orientation. The City of Cleveland will attend the orientation to describe the program, the work, and guidelines. Applicants for positions under this contract will be treated with dignity and respect at all times.

c. Employee Placement

The Consultant shall not place more than one immediate family member in the same work location.

For the purpose of this proposal, "immediate family member" shall mean an employee's spouse, mother, father, sister, brother, son, daughter, grandparents, great-grandparents, grandchild, and great-grandchild.

Under no circumstances shall an employee supervise or be supervised by an immediate family member. This prohibition also applies to temporary or permanent transfers between work sites. No employee who has been terminated or released from work due to violating either the rules of conduct or work policy and procedures of either the City or the Consultant shall be reinstated to provide any services under the Agreement. The City must be notified of any persons being considered that have criminal convictions.

d. Administration

The City shall supply full-time employees as supervisors for each job category described in Exhibit A. Consultant's employees shall use the City's time recording methods and submit time card information to the Consultant for payroll. Consultant shall explain in detail the City's mid-season and end of season employee evaluation process (see Addendum III) and conduct its own on-site employee evaluation and monitoring (to be coordinated with City Officials).

The Consultant shall replace an employee by the next-business day if the City provides notice by noon or by the following-business day if the City provides notice after noon. The City may not permit any of Consultant's employees to work if the employee arrives at the job site more than 30 minutes after the start time. No grace period will be permitted by anyone participating in the program.

Also, the City will not permit any of Consultant's employees to work if the employees fail to report to work with the necessary uniform and City-safety equipment. The Consultant shall fax to the City a list of the names of all new employees who are placements and direct these employees to appear at a location determined by the parties and bring with them the identification agreed upon by the parties before they will be permitted to work. Further, the Consultant shall be responsible for all employee discipline and discharge and for ensuring that its employees adhere to the following City guidelines: job performance, social security reporting, worker's compensation claim reporting and processing, accident reporting, first-aid training, dress code adoption and enforcement for respective job categories (subject to approval by the City of Cleveland), and other supervisory functions required in order to ensure that Consultant's service to the City on the Program exceeds industry standards for similar programs. Consultant shall, at its sole expense, develop and process a payroll system that causes each employee providing services under the Agreement to be paid on a bi-weekly basis. The Consultant shall distribute the payroll checks after 3:30 p.m. at location agreed upon by the parties, which location shall not be located on City property. The Consultant shall coordinate the pay periods to fall in the week opposite the City's regularly scheduled pay day. Consultant shall develop practices to ensure that its employees are paid for one hour on days in which the Directors or his/her designee cancels work within one hour after shift begins. Consultant shall invoice City for all services on a monthly (whole week) basis. Consultant understands that City may from time to time hire Consultant's workers as City employees, and Consultant agrees to waive any fees pertaining to these City hires.

e. City Policy and Procedure Precedence

Consultant's employees shall conform to the City's rules of conduct and work policies and procedures. The Consultant shall advise each employee performing services under the Agreement of the City's rules of conduct and work policy and procedure. The City reserves the right to recommend discipline according to its existing disciplinary procedures when discipline is warranted. When the Consultant's rules of conduct and work policy and procedures conflict or at variance with the City's rules of conduct and work policy and procedure, the City's rules of conduct and policies and procedures shall prevail.

Employees of the consultant shall be responsible for all fees pertaining moving and non-moving traffic violations. In the event that the employee fails to pay such fees, the Consultant shall ultimately be responsible for payment of all fines, fees, and costs associated with the violation.

f. Use and Operation of City Equipment by Consultant's Employees

Consultant shall ensure that each of its employees is properly trained, educated, qualified, and, if required by law, licensed to use and operate the City equipment described in Exhibit A.

g. Grant Eligibility Reporting Requirements

1. Establishment and Maintenance of Records

Consultant shall maintain all records relating to services rendered to the City or to the Agreement between the parties. Except as otherwise authorized by the Directors, these records shall be maintained for three years after receipt of the final payment under the Agreement.

2. Documentation of Costs

Consultant shall document all of its costs and these costs shall be supported by properly executed payrolls, time records, invoices, contracts, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, voucher orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. The Consultant shall submit copies of all independent audits performed on it during the term of the Agreement. All records must be kept according to standard accounting practices.

3. Project Clean Program

All placements by the Consultant in the Project Clean Program must comply with the low and moderate income guidelines attached to this RFP. Each placement in the Project Clean Program must complete the Income Verification Form. Copies of these forms are to be submitted with each billing statement for the Project Clean Program and maintained as described in Section E, Part I.

4. Payroll and Distribution of Time

Consultant must provide a detailed account for all payroll expenditures for all employees working on Community Development Block Grant projects (e.g., all job descriptions referencing "Project Clean"). To provide adequate accounting for payroll expenditures, Consultant shall list all employees paid in whole or in part from Community Development Block Grant funds separately from other programs for each pay period. All payroll costs must be properly documented in order to be eligible for Block Grant reimbursement.

h. Consultant Performances

Consistent with industry standards for similar programs, the City shall have the right to require replacement of any of the job site supervisors employed by the Consultant. The Directors reserve the right to replace the Consultant's services with services from other temporary agencies if the Consultant cannot supply suitable personnel in the allotted time frame as defined in Article D of this section. The Consultant shall provide a copy of its current coverage for workers' compensation, certificate(s) of insurance listing the City as an additional insured, and any other document requested by the City.

i. Payroll Reporting Requirements

1. Payroll Standards and Regulations

The Consultant will agree to coordinate pay periods to start on a Monday and conclude on the fourteenth consecutive day which will be on a Sunday. The Consultant assumes all responsibility for any and all Workers' Compensation premiums, unemployment compensation premiums, and Federal, State and Local taxes due on the compensation paid to all their employees. The Consultant agrees to follow all Federal, State and Local regulations pertaining to any employees the contractor may use to provide services under this contract.

2. Cumulative Quarterly Reports

The Consultant shall provide on a quarterly basis a summary report on each job category covered under the Agreement. Successive reports shall show cumulative use for each job category of service, the total hours of service, dollar amounts, and M.B.E./F.B.E. participation rates. The Consultant shall invoice City for all services on a monthly basis. Invoices shall include the following information for each employee: name, social security number, classification (e.g., secretarial), rate of pay, billing rate to the City, and number of hours worked. Consultant shall submit separate invoices for each city division (e.g., Division of Recreation, Division of Parks Maintenance).

3. Records & Subcontracts

Consultant shall maintain and forward to the City of Cleveland copies of employee resumes and all subcontracts. The Consultant shall document the marketing of service to the Community. Newspaper stories, posters, mailings, speaking engagements or other techniques employed shall be submitted by the Consultant for review by the Directors.

j. Consultant and Employee Licensing

Consultant shall procure license(s) for itself and for all workers required by law to be licensed or certified to perform an activity to ensure that no laws are violated.

k. Cleveland Fair Employment Wage Law

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

Throughout the term of the agreement between the City and the Consultant, the difference in pay rate between supervisory and non-supervisory staff

shall remain the same. For example, if the Consultant supplies Seasonal Supervisors at a pay rate of \$10.25 and Project Clean workers at a pay rate of \$10.00 (a difference of \$.25), if the living wage increases and the consultant pays non-supervisory staff the living wage, the Consultant will pay Seasonal Supervisors a rate no less than the living wage plus \$.25. In no case shall the pay rate for any position be less than the pay rate at the beginning of the contract.

1. Patient Protection and Affordable Health Care Act

The consultant shall declare and commit their organization as a common-law employer of record responsible for all aspects of compliance with the Patient Protection and Affordable Care Act (PPACA), for any and all contingent workers assigned to the City of Cleveland, and that they will provide health care coverage as applicable in accordance with this law.

III. Project Schedule & Deliverables

All proposers shall include in its proposal the fees as outlined in Addendum 1 and 2 of this RFP. The successful proposer (“Consultant”) shall bill the City for its fees on a monthly, whole week basis. The fees shall include all salaries, costs, overhead, and profit that Consultant requires to provide up to the estimated number of workers listed for each category for the 2022 calendar year. Per the City’s request, the Consultant shall supply personnel on Saturdays, Sundays, or staggered hours at no additional charge. Specific information about the City’s tentative hiring program will be distributed at the pre-proposal conference referenced in Section VI below. Additionally, the city services contract to be executed between the Consultant and the City (“Agreement”) will be for services provided for no longer than a 12 month period starting from the execution of a contract. The Consultant shall provide fee proposals in Addendum 1 which are based on an hourly billing amount for the job categories described in Exhibit A. The Consultant shall also provide a schedule of all fees that it charges its employees as defined in addendum 2. Exhibit B is an Equipment Replacement Cost. If any of the Consultant’s employees loses or fails to return any of this equipment upon being terminated by Consultant, Consultant shall deduct the appropriate amount from the employee’s next pay check per Exhibit B, and the Consultant shall credit the City in that amount in the next billing period. The Consultant shall also provide regular on-site field monitoring of its employees and shall, at all times, have a competent Superintendent(s), who is thoroughly familiar with the types of services to be provided. The Superintendent shall oversee the services performed and will immediately replace an employee who, upon his/her judgment, is incapable of performing duties essential to the needs of the City as described in Exhibit A. Notwithstanding, the City retains its right to remove an employee from service that fails to perform his/her duties satisfactorily.

IV. Proposal Submission, Conditions, Schedule, Processing

a. Organization

If a consultant is proposing a joint venture or similar arrangement with another firm, please state the nature of the relationship in your proposal.

b. Timetable

1. Provide a schedule indicating a proposed timetable for implementing the operation and management of the Program. YOUR PROPOSED SCHEDULE FOR COMPLETION IS VERY IMPORTANT.

2. The selected consultant must be prepared to begin work immediately upon executing an agreement with the City.

c. Compensation

The compensation for services will be based on the fees described in Section II above. One copy of your fee proposal must be presented in a separate sealed envelope, which is to be attached to the main proposal package. Although your proposed fee is not the deciding factor in the selection of the consultant, it will be evaluated with other criteria under Section VI, Selection Criteria.

d. Cleveland Fair Employment Wage

Attached as Exhibit D to this RFP is a Notice to Proposers. This notice explains the Cleveland Fair Employment Wage Law and contains four schedules. Any consultant submitting a proposal must do the following:

1. Complete and sign Schedule 1, Declaration of Number of Persons Employed by the Proposer;
2. Complete questions 1 and 2 and sign Schedule 2, Declaration of Health Care Insurance Coverage.
3. Complete and sign **before a notary public** Schedule 3, Affidavit of Compliance with Cleveland Codified Ordinance Chapter 189.
4. You are encouraged to complete Schedule 4, Current Contracts with the City, but this is not mandatory.

V. Proposal Contents: What a Proposer Must Submit

a. Compliance Affidavit

The Non-Competitive Bid Contract Statement (Exhibit F) is attached on the final page of this document for use with respect to contracts to be awarded. All consultants submitting proposals for contracts to be awarded on or after January 1st, must submit a notarized affidavit. Please submit the original Non-competitive Bid Contract Statement in the separate sealed envelope along with your fee proposal.

- b. Insurance Requirements
The Consultant shall provide a copy of its current coverage for workers' compensation, certificate(s) of insurance listing the City as an additional insured, and any other document requested by the City.

VI. Selection Criteria

- a. Quality of proposal and specific approach to this project.
- b. Credentials of key personnel- particularly the project manager who will be the lead person on this project.
- c. Demonstrated Ability- (based upon Consultant's submission of lists of companies, agencies, or governmental entities previously served by Consultant) to manage "first class" performance on similar past projects.
- d. Proposed schedule to perform services and demonstrated ability to meet proposed schedules and budgets on past projects.
- e. Fee
- f. Minority Participation Policy-The City's minority and female participation program requires that you and any of M.B.E./F.B.E. subcontractor(s) involved in the Proposal obtain certain certifications before a contract can be awarded. Given the time constraints involved (up to five weeks to process application), we strongly urge you to apply for the necessary certifications as soon as possible. Each prime contractor who employs five or more employees must submit the OEO schedules and obtain an affirmative action certification.

The O.E.O. forms must be submitted with your proposal, even if an M.B.E./F.B.E. firm is not being employed. In addition, if you plan to have a minority or female business enterprise subcontractor or plan to have a joint venture with a M.B.E. or F.B.E. firm, and we strongly encourage you to do so to enable the City to meet its minority and female participation goals, additional certifications will be required. Please read and complete the "Notice to Bidders Schedules" attached.
- g. City of Cleveland Resident Hiring Plan
- h. Consultant's Submissions of City of Cleveland Management Policies and Procedures Manual

VII. Agreement

a. Proposal Deadlines

No later than 3:00 p.m., Monday, January 22, 2024

b. Proposal Acceptance

The City reserves the right to accept proposals, in whole or in part, and to reject any and all proposals, and to negotiate separately, as necessary, to serve the best interests of the City of Cleveland. Firms whose proposals are not accepted will be notified in writing. The Director of Public Works or his designee will make notification of the award. For this R.F.P., the proposal, including all quoted fees, must remain valid for at least two (2) years after submission.

c. Costs Incurred

The City is not liable for any costs incurred by any responding firm prior to the execution of a contract.

d. Economy of Preparation

Proposals should be submitted in 8 1/2" x 11" format, providing straightforward, concise information. Company brochures should be a separate attachment to the bound proposal.

VIII. Definitions

a. Fair Employment Wage Law Considerations

1. Hourly Rates Based on the Consumer Price Index

An hourly billing rate for each of the four job descriptions all-inclusive of costs, overhead, and profit that Consultant requires to provide up to estimated number of workers listed for each category for the calendar year based on a pay rate of \$10.00/hour (Living Wage Ordinance No. 2003-A-99) with a 10-panel drug screen and a singular County of Cuyahoga background check.

2. Living Wage Ordinance

In the event that the living wage increases, the pay rate for October 3, 2022 will be based on the Consumer Price Index for Northeast Ohio. Therefore, only the costs, overhead and profit required by the Consultant should be quoted for services rendered after September 30, 2022.

SEASONAL SERVICES
FOR PUBLIC WORKS AND FINANCE DEPARTMENTS

EXHIBIT A

Position 1 - PROJECT CLEAN PROGRAM JOB DESCRIPTION

Project Clean participants perform duties and responsibilities as assigned by supervisors and include, but are not limited to, general labor duties such as lifting and pushing of heavy objects, operating power equipment such as string trimmers, lawn mowers, and commercial mowers. Typical work is performed outdoors on properties within the City of Cleveland, and involves cleaning and removing debris and litter, cutting and trimming of grass and weeds, pruning, cutting and chipping of trees, general clean up and maintaining equipment and supplies. The participants must be able to properly complete work orders and document the work performed in written and/or electronic form as required. **Estimated up to 100 positions April to September.**

Position 2 - PARK MAINTENANCE AIDE

Under supervision, these individuals assists in maintaining areas under the jurisdiction of the Department of Public Works such as but not limited to neighborhood parks and playgrounds and golf courses. Duties and responsibilities include but are not limited to using power equipment such as string trimmers, lawn mowers, commercial mowers, and riding mowers. Typical work is performed outdoors in the elements, and involves cleaning and removing debris, garbage and litter, cutting and trimming of grass and weeds, pruning, cutting and chipping of trees, maintaining athletic fields, cemetery burial and maintenance operations, and general clean up and maintenance of equipment and supplies. **Estimated up to 200 positions April to November.**

Position 3 - SEASONAL SUPERVISOR

Under supervision, these individuals supervise, transport, and work with crews assigned to perform general labor duties as well as landscape maintenance duties within parks, playgrounds, vacant lots, and other properties under the jurisdiction of the Department of Public Works. Typical work is performed outdoors in the elements, and involves being able to drive vehicles with valid State of Ohio licensing and appropriate directly workers. Tasks include but are not limited to cleaning and removing of debris, picking up garbage and litter, cutting and trimming of grass and weeds, pruning, cutting and chipping of trees, athletic field maintenance, cemetery burial and maintenance operations and general clean up and maintenance of equipment and supplies. Must be capable of completing accurate, legible, and timely written reports of assignments. **Estimated up to 50 positions March to November.**

EXHIBIT B

Division of Park Maintenance & Properties (Seasonal Program)
Equipment Replacement Costs

Hard-hat	15.00
Hard-hat w/face-shield	25.00
Visor carrier/face-shield	15.00
Safety Goggles	8.00
Gloves	5.00
Safety Vest	15.00
Poncho	8.00
Rain Suit	20.00
Fuel Card	50.00
Safety Policy Booklet	10.00

Employees may be required and assigned to use handheld computers. In the event that the employee misplaces, negligently damages, or loses the handheld, the following replacement cost will be charged to the employee:

Handheld Computer	200.00
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Other replacement costs may apply to effected employees:

Employee ID	15.00
Parking Pass	50.00
Communication Devices	50.00

EXHIBIT C

**Division of Park Maintenance & Properties
Seasonal Employee Rules and Regulations**

Listed below is our code of conduct for seasonal employees. The City may release individuals who violate any of the following guidelines. Please also note that seasonal employees overall work performance will be evaluated on the basis of attendance, knowledge of equipment and assignments, productivity, and work habits. These evaluations will be used to determine continued participation in current and future seasonal programs.

ABSENCES

Employees must show-up for work.

1. Employees must contact their agency to report any absence before their scheduled start time. If an employee fails to do so, the City will treat this as an absence without leave (AWOL). If an employee accumulates absences whether documented or undocumented, the City may forbid this employee from providing any further services to the City. Absences will be weighed against the number of days employed and other evaluation ratings.
2. Employees must not engage in excessive and/or abusive absenteeism. Examples of excessive/abusive absenteeism include but are not limited to the following: missing one or more days each week, missing five or more days before the season ends, missing more than one day in every four weeks and missing days after or before weekends/holidays.

TARDINESS

Employees must be punctual. The City may prohibit an employee from providing any further services to the City if the employee commits any of the following:

1. The employee is late three times a 30 calendar day period {every two weeks};
2. The employee exhibits patterns of tardiness reporting to work or returning from rest periods, lunch, etc.;
3. The employee is late more than five times in a season.

Furthermore, if an employee reports more than thirty minutes late, he/she may be sent home for that day without pay.

UNIFORMS

Employees must be properly uniformed or they will not be permitted to work. Employees who fail to report to work with assigned personal protective equipment will be considered out of uniform and may be subject to dismissal from the program. The following shall apply:

1. All employees must wear uniforms at all times and personal protective equipment (i.e. hard hats, eye protection, safety shields, safety vest, hand protection, ear protection) when operating equipment or using tools. Caps must be worn with the brim forward unless it presents a safety hazard. Caps must be of a solid color.
2. Head wraps or “doo rags” must be of one solid color with no writing, symbols or other forms of expression. If worn, they must be covered by a cap.
3. No shorts/skorts or Capri’s are allowed.
4. Full cover hard sole shoes/boots plus socks must be worn. Tennis shoes, sandals, flip flops or any other open shoe are not acceptable.
5. Employees who fail to follow safety policies will be dismissed from the program.

EMPLOYEE CONDUCT

All employees must act appropriately. The following conduct is prohibited:

1. Making foul, obscene, or violent gestures;
2. Using foul, obscene, or violent language;
3. Engaging in horseplay and gambling;
4. instigating or provoking unruliness at work sites;
5. Using cell phones;
6. Listening to radios;
7. Punching in or out other employee time cards.
8. Carrying or using any weapons, such as guns, knives, or other potentially harmful objects;
9. Smoking in buildings or while operating vehicles or motorized equipment;
10. Talking with family, friends, or acquaintances at the work sites (No visitors or family members are permitted on work sites);
11. Making or receiving any personal telephone calls except in the case of emergency;
12. Failing to wear seat belts when operating or riding in vehicles and motorized equipment requiring their use.
13. Repeatedly failing to wear personal protective equipment;
14. Refusal to submit proper accident, injury or incident reports.

Engaging in any of the following conduct will result in immediate dismissal:

15. Failing to perform assigned tasks;
16. Insubordination;
17. Taking unscheduled rest periods or lunch breaks;
18. Possessing alcohol/drugs or reporting to work under the influence of alcohol/drugs, working under the influence of alcohol/drugs, testing positive under a zero tolerance policy
19. Willfully misusing, negligently damaging or destroying City property; including being involved in preventable motor vehicle accidents;
20. Committing theft;
21. Failing to report damaged, lost or stolen equipment;
22. Participating in any illegal act;
23. Committing any acts of violence;
24. Being out of the assigned work area;
25. Improper use of fuel cards
26. Failure to comply with City/Divisional Safety Policy

EMPLOYEE EVALUATIONS

All seasonal employees will be evaluated approximately four weeks after initial placement into the program and reevaluated at the end of the program season. Employees will be evaluated on the following categories:

- ❖ Attendance
- ❖ Knowledge and quality of work
- ❖ Work Performance
- ❖ Task versatility
- ❖ Equipment/Vehicle experience and safe operation
- ❖ Ability to learn, dependability, initiative, cooperation

Each category will be evaluated and weighted separately. The scores of each category will then be added. Finally, an average of the combined scores will be taken. The combined average score will be the employee's overall evaluation.

Seasonal employees evaluated poorly in their first evaluation will be re-evaluated within 3 weeks of the first evaluation. The failure of the employee to improve his/her work performance may result in dismissal from the program.

The City may use employee evaluations for the purposes of:

- ❖ Releasing employees due to poor performance
- ❖ Rehiring or rejecting employees from employment in future programs
- ❖ Determining layoff and recall lists

DRIVING PRIVILEGES & TRAFFIC CAMERA TICKETS

This section applies to any seasonal employee that operates a motor vehicle. You are expected to:

1. Maintain a valid State of Ohio Operators License;
2. Immediately report any motor vehicle accidents no matter the extent;
3. Immediately report any issuance of a traffic camera or regular tickets;
4. Comply with all traffic regulations;

Seasonal employees are responsible for paying all fees associated with any moving or non-moving traffic violations charged to City vehicles that were assigned to them at the time of the violation. Once tickets have been issued the employee will have until the next scheduled pay date to pay in full. A copy of the ticket and pay receipt is to be submitted to appropriate City staff.

If the employee is CDL qualified, the employee must report to his/her immediate City supervisor any traffic citations issued him/her while operating a personal or City vehicle. Additionally, the employee will be subject to random substance testing as required by the DOT.

EXHIBIT D

CITY OF CLEVELAND
FAIR EMPLOYMENT WAGE LAW REQUIREMENTS

NOTICE TO BIDDERS:

Introduction

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

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

Bid Schedules

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

Fair Employment Wage

From October 1, 2010 to September 30, 2015, the Fair Employment Wage is at least \$10.00 per hour.

Covered Employers

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

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

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

and

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

and

3. The bidder is either

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

or

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

Covered Employees

A. Definition.

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

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

B. Exclusions.

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

1. Uncompensated volunteers
2. Individuals in job training programs with classroom instruction where the individual is a client of the program
3. Employees who work on public construction projects subject to state or federal wage rate laws.
4. Employees covered by collective bargaining agreements or the Railway Labor Act
5. Employees of commercial retail establishments
6. Persons not employed in the State of Ohio
7. Persons under 18 years of age
8. Persons working, on average, less than 30 hours per week

Exemptions from Fair Employment Wage Law

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

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

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

Health Care Insurance Preference

The bidder may be eligible for a preference if you provide reasonable health care insurance coverage to employees who work over 30 hours a week. However, no preference shall be given if the price bid for the service contract exceeds the lowest price bid by more than five percent (5%). Section 189.031 of the Codified Ordinances of the City of Cleveland defines reasonable health care coverage as a plan that is comparable or superior to the family health care plan offered by the City of Cleveland to its employees. In order for the plan to be deemed comparable or superior, the plan must meet or exceed the plan of the City of Cleveland in the following respects:

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

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

Record-keeping Responsibilities

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

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

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

Employee Notice Requirements

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

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

City Resident Hiring

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

Compliance with Federal Laws

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

SCHEDULE 1

Schedule 1

**Declaration of Number of
Persons Employed by the Bidder**

1. Are you a for profit _____ or a non-profit _____ entity?
2. Number of Current Employees: Number of Employees If Contract
Is Awarded

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

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

Name: _____
Title: _____

SCHEDULE 2

DECLARATION OF HEALTH INSURANCE COVERAGE

NOTE: All bidders must complete items 1 and 2.

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

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

_____Yes _____No

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

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

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

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

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

d. Is dental insurance offered to your employees?

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

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

When? _____

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

Name: _____
Title: _____

SCHEDULE 3

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

County of _____)

) ss:

State of _____)

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

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

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

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

_____ YES

_____ NO

FURTHER AFFIANT SAYETH NAUGHT.

Name: _____

Title: _____

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

Notary Public

SCHEDULE 4

CURRENT CONTRACTS WITH THE CITY

Provide the following information about any current contracts you or your company 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).

EXHIBIT E

INCOME VERIFICATION FORM
PROJECT CLEAN PROGRAM

Participant's Name _____

Address and Census Tract _____

All participants are required by HUD and the City of Cleveland, Department of Community Development to verify income levels to be eligible to participate in this program.

Listed below are the income levels used to record the family's income. Please circle the number of persons per household and check the appropriate income level for your family. Please sign your name stating all information is true.

Number of Persons per Household	Low Income	Very Low	Extremely Low
(circle one)	(circle one)	(circle one)	(circle one)
1	36,300	22,700	13,600
2	41,500	25,900	15,500
3	46,650	29,150	17,500
4	51,850	32,400	19,450
5	56,000	35,000	21,000
6	60,150	37,600	22,550
7	64,300	40,200	24,100
8+	68,450	42,750	25,650

ALL INFORMATION IS CONFIDENTIAL

Signature _____

Date _____

RFP

Addendum I - Fee Schedules

Position 1 - Project Clean	Pay Rate	Bill Rate
With Drug Screen		
Without Drug Screen		
Background Check Single Time Fee		
State-Wide Background Check Single Time Fee		

Position 2 - Park Maintenance Aide	Pay Rate	Bill Rate
With Drug Screen		
Without Drug Screen		
Background Check Single Time Fee		
State-Wide Background Check Single Time Fee		

Position 3 - Seasonal Supervisor	Pay Rate	Bill Rate
With Drug Screen		
Without Drug Screen		
Background Check Single Time Fee		
State-Wide Background Check Single Time Fee		

Addendum II – Miscellaneous Fee Schedule

Please list any fees that will be charged to your employees (i.e. drug screen, background test, processing fee, etc.)

Fee Description	Total Amount Charged to Employee	Reason for Charge

Addendum III – Employee Evaluation Form

DIVISION OF PARK MAINTENANCE AND PROPERTIES SEASONAL EMPLOYEE EVALUATION

Seasonal Employee Name: _____ Position _____

Parks _____ V/L _____ Station _____ Phone Number _____

Address/Zip _____

Note this form is to be completed for each seasonal employee at the end of their employment (if the employee only worked 1 day a form must be completed). A copy should be kept in your file and the original forwarded to the Administrative Office.

Did the employee complete the season? Yes _____ No _____

Date employee started/ended? Start date _____ End date _____

of absence _____ # of tardy _____

- | | | | | |
|---------------------------|-----------|------|------|------|
| 1. Knowledge of work | Excellent | Good | Fair | Poor |
| 2. Quality of work | Excellent | Good | Fair | Poor |
| 3. Knowledge of equipment | Excellent | Good | Fair | Poor |

Equipment used (circle all that apply)

Tractor Push mower Riding mower Self-propelled mower Blower Landscape mower
Chain Saw Weed Eater Power Washer Front Cutter

Vehicle Experience

Pick up Truck (1) ton truck (2) ton truck (5) ton truck Van Packer
Trailer Attachments Construction Equipment Other _____

- | | | | | |
|---------------------|-----------|------|------|------|
| 4. Quantity of work | Excellent | Good | Fair | Poor |
| 5. Ability to learn | Excellent | Good | Fair | Poor |
| 6. Dependability | Excellent | Good | Fair | Poor |
| 7. Cooperation | Excellent | Good | Fair | Poor |
| 8. Judgment | Excellent | Good | Fair | Poor |
| 9. Initiative | Excellent | Good | Fair | Poor |
| 10. Comments | | | | |

Re-hire Yes _____ No _____

Person completing this form: _____ Date _____

EXHIBIT F



CITY OF CLEVELAND
Mayor Justin M. Bibb

Requested By: _____
(Department/Office)

**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2024
(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 Justin Bibb, the Neighbors for Justin Bibb Committee, or any similar campaign committee of Justin Bibb, 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 2024 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, 2022 and December 31, 2023 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, 2022 and December 31, 2023 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 2024 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, 2022 and December 31, 2023.
- _____ (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, 2022 and December 31, 2023 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, 2022 and December 31, 2023 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 _____



MAYOR'S OFFICE OF EQUAL OPPORTUNITY
CLEVELAND AREA BUSINESS CODE
NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Justin M. Bibb, Mayor

Tyson T. Mitchell, Director
Office of Equal Opportunity

EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."

Revision Date: August 10, 2021

**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

Revision Date: August 10, 2021

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

Revision Date: August 10, 2021

(2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

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

3. **Required OEO Schedules:**

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

Schedule 1: PROJECT CONTACT INFORMATION FORM

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

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

Schedule 2, the CERTIFIED MBE/FBE/CSB SUBCONTRACTOR PARTICIPATION COMMITMENT, identifies and verifies the certified MBE, FBE, and/or CSB subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete Schedule 2 for each and every certified MBE, FBE and/or CSB subcontractor that the Bidder or Proposer intends to use on the project. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 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

Revision Date: August 10, 2021

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:

Revision Date: August 10, 2021

- (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. CSB Certification:

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

There are two classifications of CSBs:

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

A Regional Cleveland Small Business (RCSB) is a CSB headquartered within Cuyahoga County,

Revision Date: August 10, 2021

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

Revision Date: August 10, 2021

- 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.

Revision Date: August 10, 2021

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.

Revision Date: August 10, 2021

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

Revision Date: August 10, 2021

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.

Revision Date: August 10, 2021



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?

Revision Date: August 10, 2021

**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:	<input type="checkbox"/> CSB	<input type="checkbox"/> MBE	<input type="checkbox"/> FBE	<input type="checkbox"/> SUBE	<input type="checkbox"/> LPE	<input type="checkbox"/> SFP

Signature: _____ Date: _____
Bidder/Proposer Representative:

Title:



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 <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/>
Federal Tax ID#/EIN:

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

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

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

RE-SUBCONTRACTING

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

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

Authorized Bidder Representative:			
Signature:		Date:	

Authorized Subcontractor Representative:			
Signature:		Date:	

Revision Date: August 10, 2021



**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		\$

Revision Date: August 10, 2021



**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 UNAVAILABILITY	DATE OF CONTACT	DATE RESPONSE RECEIVED
1.				
2.				
3.				
4.				

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

Authorized Representative:			
Signature:		Date:	

Revision Date: August 10, 2021

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)

Revision Date: August 10, 2021

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	1 st Monday in the FEB.	3 rd Friday in the FEBRUARY
FEBRUARY	1 st Monday in the MAR.	3 rd Friday in the MARCH
MARCH	1 st Monday in the APRIL	3 rd Friday in the APRIL
APRIL	1 st Monday in the MAY	3 rd Friday in the MAY
MAY	1 st Monday in the JUNE	3 rd Friday in the JUNE
JUNE	1 st Monday in the JULY	3 rd Friday in the JULY
JULY	1 st Monday in the AUG.	3 rd Friday in the AUGUST
AUGUST	1 st Monday in the SEPT.	3 rd Friday in the SEPTEMBER
SEPTEMBER	1 st Monday in the OCT.	3 rd Friday in the OCTOBER
OCTOBER	1 st Monday in the NOV.	3 rd Friday in the NOVEMBER
NOVEMBER	1 st Monday in the DEC.	3 rd Friday in the DECEMBER
DECEMBER	1 st Monday in the JAN.	3 rd Friday in the JANUARY

Revision Date: August 10, 2021

EXHIBIT H

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.

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) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

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.

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

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

EXHIBIT I



City of Cleveland
Justin M. Bibb, Mayor

VENDOR ENTRY FORM

Add Vendor Change Vendor Info Delete Vendor

Business Name:											
1099 INFORMATION											
Incorporated?	<input type="checkbox"/> YES <input type="checkbox"/> NO		Federal Tax ID:			-					
If "NO" Check One:		<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHER:									
If "NO" Enter your Social Security Number:				-		-					
IRS Reporting Name*:											
<i>*If this is not the name listed on contracts with the city, please attach a detailed explanation.</i>											
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.*

REMITTING ADDRESS INFORMATION			
Address:			
City:		State:	Zip:
Phone:	()	Ext.	Fax: ()
Contact:			
Payment Name*:			
<i>*If payment name is different from business name, please attach a detailed explanation.</i>			

BANK INFORMATION	
IF YOU ARE CURRENTLY RECEIVING PAYMENTS VIA EFT, PLEASE COMPLETE THIS SECTION TO VERIFY OUR INFORMATION	
Bank Name:	Account #:
Bank Contact:	ABA/Routing #:
Phone:	()
Other questions or issues concerning this form may be addressed to:	

TO BE COMPLETED BY THE CITY OF CLEVELAND PLEASE DO NOT WRITE IN THIS SECTION					
Business Classification:	<table border="0"> <tr> <td><i>Female Business Enterprise</i></td> <td><i>Minority Business Enterprise</i></td> </tr> <tr> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> <td><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table>	<i>Female Business Enterprise</i>	<i>Minority Business Enterprise</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
<i>Female Business Enterprise</i>	<i>Minority Business Enterprise</i>				
<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO				
City of Cleveland Certification Number:					
FOB Point:	Payment Terms:				
Discount Payment Terms:	Order Minimum:				
Are Price Breaks Available?	Line Minimum:				
Standard Lead Time:					
Standard Shipping Method:					
Price Catalogue on disk/CD:					

Approved by Commissioner of Accounts _____

Date _____