



**Pavement Management Survey, Analysis & Reporting Addenda #1  
(November 22, 2023)**

City of Cleveland  
Justin M. Bibb, Mayor

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**Department of Public Works, Division of Streets**

Frank D. Williams, Director  
500 Lakeside Avenue E.  
Cleveland, Ohio 44114  
216/664-2150 Office 216/664-2167 Fax  
[www.clevelandohio.gov](http://www.clevelandohio.gov)  
November 22, 2023

Request for Proposal: Pavement Management Survey, Analysis & Reporting  
Proposals are due: **Friday February 23, 2024**

Attention Proposers:

The City of Cleveland Division of Streets is soliciting proposals from qualified consultant(s) to undertake a complete survey of all public roads within Cleveland's Public Right of Way (the "Project"). The survey will consist of data collection for approximately 1,264 centerline miles of roadway in the City of Cleveland.

A Pre-proposal meeting will be held **Wednesday, January 10, 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 Idreea Hill [ihill@clevelandohio.gov](mailto:ihill@clevelandohio.gov). Additional questions may be submitted via email to Idreea Hill. The deadline to submit questions is Wednesday, January 17, 2024. We will respond no later than Wednesday, January 31, 2024

Join from the meeting link

<https://cityclevelandoh.webex.com/cityclevelandoh/j.php?MTID=m2078e78f88bb5088ea4ee8b4c9f61b90>

Join by meeting number

Meeting number (access code): **2308 359 9079**

Meeting password: **67P2p6fYcCH**

or call (415) 655-0003 (access code **23083599079##**).

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

An Equal Opportunity Employer

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Each firm shall submit one (1) original proposal copy and an electronic copy submission which consists of a USB flash drive/memory stick or CD/DVD to the Director of Public Works; **no later than 3:00 p.m., Friday February 23, 2024.** Your proposal will be time stamped when received. City documents to be included shall consist of: Office of Equal Opportunity OEO Schedules 1-4, notarized Non-competitive Bid Contract, W-9 form, Vendor Entry form, your last three (3) years of income tax or financial statements, and your billing rate/fee to:

City of Cleveland, Frank D. Williams, Director of Public Works  
601 Lakeside Avenue E., room 25  
Cleveland, Ohio 44114  
Attn.: Idreea Hill - Div. of Streets

If you have any questions, please do not hesitate to contact Commissioner Randy Scott at (216) 664-2150. Thank you for your attention to this matter.

Sincerely,

Frank D. Williams, Director  
Department of Public Works

FDW/mam

CC: Randy Scott, Commissioner  
E. Clay Harris  
Mr. Rick Switalski, PE, Manager  
Idreea Hill, Div. of Street Maintenance  
John Laird, Asst. Director of Public Works  
M. Yanna Maxwell, Dept. of Public Works  
File

**Pavement Management Survey, Analysis & Reporting Addenda #1  
(November 22, 2023)**

**Issued Date:** November 22, 2023

**Requests for Proposals for  
Pavement Management Survey, Analysis & Reporting  
ADDENDA #1**

**Issuing Office:**

**City of Cleveland, Division of Streets  
601 Lakeside Avenue, Rm. 25  
Cleveland, Ohio 44114 (216) 664-2150**



**PROPOSALS DUE**

**DATE: February 23, 2024 at 3:00 p.m. Eastern Standard Time**

**ALL RESPONSES SHALL BE IDENTIFIED AS:**

**Request for Proposals for Pavement Management Survey, Analysis, &  
Reporting**

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**CITY OF CLEVELAND  
DIVISION OF STREETS  
REQUEST FOR PROPOSAL**

**Pavement Management Survey, Analysis, & Reporting**

**1.0 INTRODUCTION AND BACKGROUND**

1. The City of Cleveland Division of Streets is soliciting proposals from qualified consultant(s) to undertake a complete survey of all public roads within Cleveland's Public Right of Way (the "Project"). The survey will consist of data collection for approximately 1,264 centerline miles of roadway in the City of Cleveland.
2. The City's existing pavement management database contains a collection of Pavement Condition Rating (PCR) scores for a subset of streets and is tracked in our CityWorks Asset Management software (<https://www.cityworks.com/>). Streets are color coded and prioritized based on the PCR scores. The prioritized streets are then approximately equalized and distributed among wards.
3. The City's annual road rehabilitation program has utilized the existing pavement management system and has defined the construction projects through, and including the 2024 construction season.
4. It is the intent of the City to use the data derived from the survey to develop a five (5) year, rolling Capital Improvement Program (CIP) and a five (5) Road Maintenance Program.
5. The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.

**2.0 SCOPE OF SERVICES**

1. The following are the Scope of Service items requested in this RFP:

**a) Base Bid - Survey and Data Collection of city street segments**

1. The services required under this RFP include a complete survey of all public roads within Cleveland's Public Right-of-Ways. The survey will

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consist of data collection for approximately 1,264 centerline miles of roadway in the City of Cleveland.

2. The selected vendor shall utilize a proven technology solution to analyze pavement distresses and create Pavement Condition Rating (PCR) scores based upon:
  3. A computerized method of analyzing distresses from 3-dimensional high-definition photos and/or high-definition photos in conjunction with a laser system for measuring the depth of deteriorations and distresses.
  4. Ohio Department of Transportation Pavement Condition Rating Manual
  5. PCR scores ranging from 1 to 100, shall be provided for each street segment. Segments shall be defined as the sections of streets between consecutive intersecting streets.
  6. Vendor is to provide a Project Schedule, showing the necessary work items, agency reviews, and total completion time. Project schedules are to be submitted as Gantt charts identifying the critical path on major items in PDF.
  7. The Vendor shall be expected to provide all labor, equipment and material necessary to complete the survey and data collection efforts.
  8. Development of Data Management and Reporting Tools
    - a. Each street segment record shall include the following data:
      - b. Rehabilitation Cost - Vendor shall work with the City to develop a costing algorithm that will assign a rehabilitation cost for each street segment that will be based on the existing pavement type, an estimated base repair factor and other variables that can be adjusted globally or individually for a street segment.
      - c. Maintenance Cost - Vendor shall work with the City to develop a costing algorithm that will assign a maintenance costs for each street segment that will be based on the pavement type, PCR scores and other variables.
      - d. Traffic Count Data – Vendor shall assist with generating Traffic Count Data. The following methods shall be used:

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1. Utilization of actual traffic survey data – where available, actual traffic counts will be utilized.
  
9. Estimates – where no actual data exists, the Vendor shall assign an estimated average traffic score for each of the following roadway types:
  - a. Principal arterial
  - b. Major arterial
  - c. Minor arterial
  - d. Collector
  - e. Local
  
10. Export Tool - Vendor shall provide a reporting tool such that any portion or the entirety of the street segment data can be exported as:
  - a. a spreadsheet in an Excel (.xlsx) format and
  - b. a shape file or geodatabase
  - c. High resolution imagery of all surveyed street segments.
  
11. The Vendor shall provide all labor, equipment and material necessary to develop all Data Management constructs and street segment asset layers and features.

***b) Alternate Item 1– Sidewalk Management System (SMS)***

1. The Vendor shall propose and the City will evaluate an SMS as an alternate item to be provide along with the PMS. Vendor shall provide a scope of services for the SMS using the same categories defined for the PMS. Differences will be noted in the following sections:
2. Survey and Data Collection
  - a. Sidewalk Distresses shall be collected for all +/- 1,700 miles of sidewalk.
  - b. Sidewalk segments shall be defined as the sections of sidewalk between consecutive intersecting streets.
  - c. Sidewalk on each side of the street shall be considered separate segments.
  - d. Distresses shall include:
    - i. Surface deterioration or spalling pavement
    - ii. Missing pavement
    - iii. Raised / sunken / uneven pavement – vertical displacement
    - iv. Holes or cracks in the pavement
    - v. Missing or damaged castings in sidewalk
    - vi. Root Intrusion

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- e. A Sidewalk Scoring Index (SCI) similar to the PCR scores shall be used such that each sidewalk segment will receive a score of 1 to 100.
- f. Sidewalk on each side of the street shall be considered separate segments.

3. Development of Data Management and Reporting Portal

- a. All aspects of the PMS shall apply for the SMS except:
  - i. No traffic count is needed.
  - ii. No need for an Overall City Budget for Maintenance or Maintenance Distress Range
  - iii. The delivery shall include a shape file with all sidewalks surveyed that can be imported into the GIS as a feature class with predefined attributes, State Plane Coordinate System (SPCS) NAD 1983.

**3.0 GENERAL REQUIREMENTS**

1. Pre-proposal Information: A pre-proposal meeting will be held on January 10, 2024 @ 2:00 pm at the following WebEx meeting.

<https://cityclevelandoh.webex.com/cityclevelandoh/j.php?MTID=m2078e78f88bb5088ea4ee8b4c9f61b90>

or call (415) 655-0003 (access code 2308 359 9079##).

At that time, questions will be received by Randy Scott, Commissioner of Street Maintenance.

2. All unanswered questions and questions submitted after the pre-proposal meeting shall be directed to Idreea Hill, Commissioner Division of Streets [Ihill@clevelandohio.gov](mailto:Ihill@clevelandohio.gov) via email by January 17, 2024 at noon
3. The City will respond to all questions by January 31, 2024.
4. The proposal will be due on February 23, 2024.
5. The City reserves the right to reject any or all proposals or portions of them, to waive irregularities, informalities, and technicalities, to re-issue or to proceed to obtain the service(s) desired otherwise, at any time or in any manner considered in the City's best interests. The Safety and Service Director may, at his/her sole discretion, modify or amend any provision of this notice or the RFP.



**4.0 PROJECT SCHEDULES AND DELIVERABLES**

1. Additional Deliverables

- a) In addition to the deliverables and software functionality defined in the Scope of Services section of this RFP, the City shall require the following additional deliverables.
- b) Meetings as needed to determine and develop street segmentation and populate all data to defined herewith for each segment including but not limited to replacement cost, maintenance cost, pavement type, traffic counts, pavement widths, etc...
- c) Coordination with City Departments - The Vendor will be responsible for coordination with all City of Cleveland departments to complete the scope of services detailed in this RFP. Vendor shall, at minimum, hold monthly on-site progress meetings.

2. Project Schedule

- Proposals due: ..... **02/23/2024**
- Anticipated Notice to Proceed: .....**03/22/2024**
- 1<sup>st</sup> Round of Data collection to be completed before: .....**11/11/2024**
- Deliver all maps and reporting tools to City:.....**12/09/2024**
- Training: .....**01/09/2025**
- 2nd Round of Data collection to be completed before: .....**05/10/2027**
- Deliver all maps and reporting tools to City:.....**09/13/2027**
- Training: .....**12/13/2027**

The cost of printing all drawings and contract documents shall be included as a lump sum fee.

**5.0 PROPOSAL REQUIREMENTS**

1. Management

- a) Your proposal should include Government Services Administration (GSA) Standard Form 330 – Part II and Standard Form 330 – Part I located [here](#). Resumes of personnel performing key work tasks shall be submitted within SF 330 – Part I. For those firms with more than one office, include the office location (City) to which the team member is assigned.
- b) It is necessary to provide a GSA Standard Form 330 – Part II and Standard Form 330 – Part I for any firm that will be providing approximately thirty percent (30%) or more of the proposed work.

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- c) The meaningful involvement of firms should be discussed, how you intend to manage the project and who will have overall responsibility. Prime and Sub-consultant work history should be discussed. Include who will actually be performing the major tasks of this project. A detailed project organization chart is required. The length of time and number of projects the prime has worked with various team members. The quality assurance program should be discussed. Provide a realistic Project Schedule, showing the necessary work items, agency reviews, and total completion time. Project schedules are to be submitted utilizing “Microsoft Project”. The City requires 30 consecutive days to review each plan Stage.
2. Project Approach
    - a) Provide a project approach in sufficient detail such that it may be determined that the proposer has an understanding of the type of work involved and disciplines necessary to accomplish the project. Describe how the project is envisioned, or in other words, what is being furnished for the dollars quoted. Any exceptions or amplifications of the scope of work shall be presented under this section. Present solutions that can improve the process.
    - b) Provide a list of sub consultants, their work assignments and the percent of the work each will be performing.
3. Experience
    - a) It is advisable to include in the proposal your qualifications and experience or other information which may show your firm is uniquely qualified for this project. Resumes of key personnel to be assigned to this project must be included. Demonstrate your teams experience with construction contract development including Design, Bid, Build, Design/Bid, and Alternative Delivery, and Professional Services. Provide examples of experience incorporating OEO (minority, woman and small business enterprise) inclusion and tracking language in to construction contracts.
4. Federal Identification Number
    - a) The following information should be included in your proposal:
    - b) Your mailing address
    - c) Your telephone and fax numbers
    - d) Your form of business entity (corporation, partnership, limited partnership, joint venture, sole proprietorship, an individual, etc.)
    - e) Either Taxpayer Identification Number or, if appropriate, your Social Security Number. If submitted as a joint venture, a separate number for each member of the venture is required unless one number has been obtained for the venture. A Taxpayer Identification Number is required for entities other than a sole proprietorship or an individual, for which a Social Security Number is appropriate.

5. Noncompetitive Bid Contract Statement

- a) The form titled: “Noncompetitive Bid Contract Statement For Calendar Year 2023” shall be filled out and submitted with Part “A” of the proposal for the prime consultant only.

6. Sub-consultant Information

- a) The following information is required for each sub consultant you intend to use:
  - 1. Sub-consultant's name and mailing address
  - 2. Sub-consultant's telephone and fax numbers
  - 3. A description of the work and the percentage that is anticipated the Sub-consultant will perform
  - 4. A list of projects, if any, on which your firm and the Sub-consultant have both worked on
  - 5. A list of City of Cleveland projects, if any, the firm has worked on
  - 6. Cleveland Area Business
- b) The Cleveland Area Business Code contained in Chapter 187 of the Codified Ordinances, of Cleveland Ohio 1976 was enacted in an effort to increase the participation of local small business enterprises in City of Cleveland Contracts. The City has, therefore, established as one of its objectives, the meaningful involvement of Cleveland Small Businesses (CSB). Mayor’s Office of Capital Projects has a participation goal of thirty (30) percent for Cleveland Small Businesses (CSB) on this project.
- c) Each Consultant representing itself as a Cleveland Area Small Business (CSB) within the OEO schedules must be certified with the Office of Equal Opportunity as a CSB, CSB/MBE or CSB/FBE. Certified CSB firms, to date can be found at:
- d) [http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/OfficeofEqualOpportunity/CSB\\_MBE\\_FBE\\_Registry](http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/OfficeofEqualOpportunity/CSB_MBE_FBE_Registry).
- e) The proposal shall state the percentage of dollar participation of each consultant proposing services.

7. Office of Equal Opportunity (OEO) Reports

- a) Attached to this proposal are four (4) documents identified as "Contract Employment Report", Schedule 1 through 4, from the O.E.O. office. Although some terms, wording, descriptions, etc. in these documents do not necessarily apply to a professional services contract, the applicable

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forms must be completed and returned with your proposal. Note all subcontractors need to be listed on Schedule 2 and all Sub-consultants must execute Schedule 3. Please furnish two (2) unbound copies of Schedules 1 through 4, signed and notarized. Return all schedules whether or not they apply to the project. The object of these forms is to facilitate OEO approvals. OEO will not evaluate MBE and FBE participation for professional service contracts.

8. Procedures and Reports

- a) The City of Cleveland will make available to the Design Consultant awarded the contract any existing information it may have on hand. One print of requested data will be furnished by the City at no cost to the Consultant. The cost of additional information required will be borne by the Consultant.
- b) During periods when the work is actually being accomplished, a monthly progress report and progress schedule will be required with invoice. Shortly after the notice to proceed has been received, the successful proposer shall submit a realistic schedule for approval. Once approved, this schedule shall become a part of the contract. Payments will be based upon the accepted "percentage complete" as shown on the progress schedule. Payment invoices shall be submitted in a format acceptable to the City.

9. Compensation

- a) See Exhibit E "Proposal Fee Sheet" the format desired.

1. Fee Definitions

- a. Actual Cost Plus Net Fee with an upset maximum.
- b. The City will pay actual salary, overhead and expenses up to the upset maximum, and the consultant is expected to complete the work as scoped within the fee stated. The Net Fee will be paid whether or not the upset maximum is achieved. The only method of revising the upset maximum is through a change in the scope of work. If a change of complexity is claimed and granted, the modification will contain a Net Fee of zero dollars.
- c. Lump Sum Fee.
- d. This is a bottom line figure and includes salary, overhead and expenses. As with the Cost Plus Net Fee, the consultant is expected to complete the work as scoped at the fee stated, and the only method of revising the Lump Sum Fee is through a change in the

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Scope of Work. If a change in complexity is claimed and granted, the modification will contain a net fee of zero dollars.

- e. The consultant shall submit the proposed number of man-hours for prime consultant and all Sub-consultants.
  - b) Fee Information Required
    - a. If a fee based on Actual Cost Plus Net Fee with an upset maximum is offered, the proposal shall indicate the make-up of the fee hours, hourly rates, overhead, direct costs, and profit. Overhead percentage quoted shall remain in effect throughout the life of the basic contract. The source of the overhead rate quoted shall be identified; i.e., estimated, from an audit, etc. The hours quoted shall relate to a facet of the work involved. Work sheets (typed sheets not necessary) should be furnished for obtaining hours quoted. The weighted average rate per hour will be monitored on invoices and shall not exceed the rate from the proposal without justification. If a fee based on Lump Sum is offered, the proposal shall indicate the make-up of the fee hours and direct costs. The hours quoted shall relate to a facet of the work involved.
    - b. Work sheets (typed sheets not necessary) should be furnished for obtaining hours quoted. The intent is to show that the project has received a reasonable degree of estimation.
    - c. The consultant shall indicate the method that will be used to determine the fee should a contract modification become necessary. For example: hourly rate x multiplier + profit + expenses.
    - d. In estimating the fee, include any wage changes that can be reasonably anticipated over the life of the contract. A fee based on a percentage of the construction cost is not acceptable. A percentage of the fee mark-up on a subcontract will not be permitted.
    - e. Include breakdown by components, include item reimbursable items, & 5% Contingency items

The following note is removed from the Section 5 Proposal Requirements, Part 10.a:

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“All proposals shall be submitted electronically via email to the following:

Randy Scott, Commissioner Division of Streets  
[rscott@clevelandohio.gov](mailto:rscott@clevelandohio.gov)  
Idreea Hill, Project Coordinator  
cc: ihill@clevelandohio.gov

and to:

Mr. Rick Switalski, PE, Manager  
[rswitalski@clevelandohio.gov](mailto:rswitalski@clevelandohio.gov)

Email subject line shall be:  
Pavement Management Survey, Analysis, & Reporting Proposal”

The following note is added to Section 5 Proposal Requirements, Part 10.a:

“Each firm shall submit one (1) original proposal copy and an electronic copy submission which consists of a USB flash drive/memory stick or CD/DVD to the Director of Public Works; no later than 3:00 p.m., Tuesday, February 23, 2024. Your proposal will be time stamped when received. City documents to be included shall consist of: Office of Equal Opportunity OEO Schedules 1-4, notarized Non-competitive Bid Contract, W-9 form, Vendor Entry form, your last three (3) years of income tax or financial statements, and your billing rate/fee to:

City of Cleveland, Frank D. Williams, Director of Public Works  
601 Lakeside Avenue E., room 25  
Cleveland, Ohio 44114  
Attn.: Idreea Hill - Div. of Streets”

10. City

- a) The City of Cleveland will make available any existing information it may have in its files.
- b) Overall contract administration, coordination and review will be furnished by the City of Cleveland through:

Randy Scott, Commissioner, Division of Streets  
601 Lakeside Avenue, Room 25  
Cleveland, OH 44114-1015  
Telephone: (216) 664-4933  
Attn.: Idreea Hill

11. Proposal as a Public Records

- a) Under the laws of the State of Ohio, all parts of a proposal, other than trade secret or proprietary information and the fee proposal, may be considered a public record which, if properly requested, the City must make available to the requested for inspection and copying. Therefore, to protect trade secret or proprietary information, the Proposer should clearly mark each page – but only that page – of its proposal that contains that information. The City will notify the proposer if such information in its proposal is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the proposal. Blanket marking of the entire proposal as “proprietary” or “trade secret” will not protect an entire proposal and is not acceptable.

12. Cleveland Area Business Code

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

- 13. Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
- 14. Compliance and cooperation with Project Monitors, whether from the Mayor’s Office of Equal Opportunity (the “OEO”) or the contracting department;
- 15. Accurate, complete, and on-time submission of all reports, forms, and documents including, but not limited to, employment reports, certified payrolls, monitoring forms, and other information the Director of the OEO may require, whether in printed or electronic form, to ascertain and verify Contractor’s compliance; and
- 16. Attendance at and participation in all required project meetings, including OEO compliance meetings, and progress meetings called by the contracting department director(s) at key intervals during performance of the contract services (e.g. 25% completion, 50% completion, 75% completion).
  - a) Failure to Comply When determining the contractor’s future eligibility for a City contract, the City shall consider a contractor’s failure to comply with the representations of its proposal and the requirements under the *Code* as a failure to faithfully perform a contract.

17. Under the *Cleveland Area Business Code*, the City of Cleveland is firmly committed to assisting Minority Business Enterprise (MBEs), Female Business Enterprises (FBEs), and Cleveland – area small businesses (CSBs) by providing and enhancing economic opportunities to participate in City contracts. The successful proposer for a contract will be a firm that shares the commitment. Accordingly, a proposer is strongly encouraged to utilize the services of qualified MBE/FBE/CSB sub-consultants that are certified by the Mayor’s Office of Equal Opportunity (the “OEO”) in its proposal.
18. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business (“CSB”) subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise (“MBE”), Female Business Enterprise (“FBE”), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
19. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code – Notice to Bidders and Schedules*. These schedules identify the Proposer’s proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer’s good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal in Part B and they will be forwarded to the City’s Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal.
  - a. Proposers may obtain a listing of firms certified by the OEO as CSBs, MBEs, and FBEs by checking the City’s website at <http://www.city.cleveland.oh.us>. On the home page, select “Office of Equal Opportunity” from the drop-down menu of City departments. On the Office of Equal Opportunity page, you will find a selection in the left-hand column for “CSB/MBE/FBE Registry”.
  - b) Proposers are responsible for obtaining the most current list and for contacting potential CSB/MBE/FBE sub consultants. The City assumes no responsibility for matching prime consultants with qualified, certified MBE, FBE, and/or CSB sub-consultants.
  - c) The City Office of Equal Opportunity will monitor participation of MBE, FBE and /or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.



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- d) The *Cleveland Area Business Code*, any *Regulations* promulgated under the *Code*, and the *OEO Notice to Bidders & Schedules* are, by this reference, incorporated in and made part of this solicitation and any resulting contract as fully as if written in it or attached.
- e) The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a “contractor” in the following *Equal Opportunity Clause*, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disable 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 sitting forth the provisions of this nondiscrimination clause.
- f) Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor’s recruitment, selection, and advancement processes.

20. Term of Proposal’s Effectiveness

- a) By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 240 calendar days after the proposal submission deadline (the “Proposal Expiration Date”).

21. Execution of a Contract

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

**22. “Short-listing”**

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

**23. Proposer’s Familiarity with RFP; Responsibility for Proposal**

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

**24. Interpretation:**

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

25. Insurance:

- a) The Successful Proposer, at its expense, shall at all times during the term of the contract resulting from this RFP, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A.M. Best Company or equivalent. The Successful Proposer, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.
- b) The consultant shall indemnify and save harmless the City of Cleveland and/or any other City or agency as required from and against all suits or claims that may be based upon any injury to persons or damage to property arising out of any error, omission or negligent act of the consultant or its subcontractor. The consultant shall, at its own expense, defend the City of Cleveland and/or any other City or agency as required in all litigation, pay all attorney's fees, damages, court costs and other expenses arising from such claims in connection therewith.
- c) The City will require the successful proposer to maintain comprehensive general public and professional liability insurance insuring the consultant against the indemnification obligation stated above.
- d) The comprehensive general liability insurance policy only shall name the City as additional insured, shall have limits of not less than \$500,000.00 for injuries, including accidental death, to one person and not less than \$1,000,000.00 on account of one occurrence involving more than one person, and property insurance in an amount of not less than \$200,000.00, and shall be primary with respect to the consultant's general liability, notwithstanding any other insurance covering the City. The professional liability insurance shall have limits of not less than \$100,000.00 for any one incident.
  - e) The consultant shall also carry full insurance coverage on drawings, specifications and other valuable information against loss by fire damage, destruction, theft, etc., while said documents are on their premises, of not less than \$10,000.00.
  - f) The cost of the insurance coverage shall be included in the base fee.

## **6.0 PROPOSAL EVALUATION; SELECTION CRITERIA**

### **1. Selection Criteria**

- a) The following proposal subjects will be evaluated:
  - i. Management Approach (15 points)
  - ii. Technical Approach (20 points)
  - iii. Experience of Personnel Assigned to the Project (20 points)
  - iv. Experience of Firm on Similar Type Projects (15 points)
  - v. CSB Participation (15 points)
  - vi. Proposal Responsive to RFP (15 points)
  
- b) The following procedure will be used in evaluating the proposals:
  - i. Based on the technical data furnished, the proposals will be ranked in an order of preference.
  - ii. If the proposed fee of the top ranked firm is not the lowest fee submitted, the City will enter into negotiations with that firm in order to bring the fee more in line with the other proposed fees.
  - iii. Should that endeavor fail, the City would then proceed to the second ranked firm, etc. until the most qualified firm at the best fee has been elected.
  - iv. During the selection process, one or more proposers may be asked to meet with City personnel to insure that the proposer fully understands the requested work and to clear up any questions the City may have about the proposal.

### **2. The City's Rights and Requirements**

- a) The Director, at his/her sole discretion, may require any Proposer to augment or supplement its proposal or to meet with the City's designated representatives for interview or presentation to further describe the Proposer's qualifications and capabilities. The requested information, interview, meeting, or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.

### **3. Disqualification of a Proposer/Proposal:**

- a) The City does not intend by this RFP to prohibit or discourage submission of a proposal that is based upon a Proposer's trade experience in relation to the nature or scope of work, services, or product(s) described in this RFP or to prescribe the manner in which its services are to be performed or rendered.
  
- b) The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational

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- requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.
- c) Although the City prefers that each Proposer submit only one proposal including all alternatives to the proposal that the Proposer desired the City to consider, it will accept proposals from different business entities or combinations having one or more members in interest in common with another Proposer. The City may reject one or more proposals if it has reason to believe that proposers have colluded to conceal the interest of one or more parties in a proposal, and will not consider a future proposal from a participant in the collusion. In addition, the City will not accept a proposal from or approve a contract to any Proposer that is in default as surety or otherwise upon an obligation to the City or has failed to perform faithfully any previous agreement with the City, or is currently in default under any agreement with the City.
  - d) The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status, qualifications, experience, and performance history of a Proposer.
  - e) The City reserves the right to cancel the approval or authorization of a contract award, with or without cause, at any time before its execution of a contract and to later enter into a contract that varies from the provisions of this RFP, if agreed to by another Proposer.

END

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**EXHIBIT A: NON-COMPETITIVE BID CONTRACT STATEMENT AND W-9  
FORM**



Requested By: \_\_\_\_\_  
(Department/Office)

**NON-COMPETITIVE BID CONTRACT  
STATEMENT FOR CALENDAR YEAR 2023  
(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):

- |  |  |
|--|--|
| <input type="checkbox"/> SOLE PROPRIETORSHIP                   | <input type="checkbox"/> TRUST         |
| <input type="checkbox"/> INCORPORATED PROFESSIONAL ASSOCIATION | <input type="checkbox"/> ESTATE        |
| <input type="checkbox"/> UNINCORPORATED ASSOCIATION            | <input type="checkbox"/> PARTNERSHIP   |
| <input type="checkbox"/> LIMITED LIABILITY COMPANY             | <input type="checkbox"/> 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 2023 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, 2021 and December 31, 2022 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, 2021 and December 31, 2022 that totaled in excess of \$1,000.00.





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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.

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> 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.

<b>Social security number</b>																	
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**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.

<b>Sign Here</b>	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 B: NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES  
DISCLOSURE FORM**

**SUPPLEMENTAL  
NOTICE TO BIDDERS**

**NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE**

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

**CHECK WHICHEVER IS APPLICABLE:**

A.  The undersigned or any controlling shareholder, \*subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph A. is checked, proceed to the signature line.)

B.  The undersigned or any controlling shareholder, \*subsidiary, or parent corporation IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.)

C.  The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPALS FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

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\*“Controlling shareholder” means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

**SUPPLEMENTAL  
NOTICE TO BIDDERS**

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

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

END

EXHIBIT C: MAYOR'S OFFICE OF EQUAL OPPORTUNITY, CLEVELAND AREA  
BUSINESS CODE - NOTICE TO BIDDERS AND SCHEDULES



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**

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**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.”**

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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, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28.
- (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

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purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.

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

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- (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
- (2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.
- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. Required OEO Schedules:

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

Schedule 1: PROJECT CONTACT INFORMATION FORM

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

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, identifies all of the subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete, sign and submit Schedule 2 and include it with its bid or proposal. Bidders or Proposers shall list all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract, and all requested contact information. 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 1 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.



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Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR, verifies that the certified CSB, MBE and/or FBE subcontractors listed on Schedule 2 have agreed to work with the Bidder or Proposer on the project, and that the two parties have agreed on general contract terms. Each certified CSB, MBE, and/or FBE listed as a prospective subcontractor on Schedule 2 shall complete, sign and return Schedule 3 to the Bidder or Proposer, and the Bidder or Proposer shall include the completed Schedule 3 with the bid or proposal. Part 1, Part 2 and Part 3 on each Schedule 3 must correspond with Part 1, Part 2 and Part 3, respectively, on Schedule 2 for the appropriate subcontractor.

No CSB, MBE, or FBE participation credit will be considered for a certified CSB, MBE and/or FBE subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3 included in the bid or proposal.

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 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

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for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

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

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

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
  - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
  - (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.

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- (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, 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 the Cleveland Contracting Market.

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.

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

7. MBE/FBE Certification:

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

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

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

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

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

8. MBE and FBE Contract Participation

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

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable. When specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer shall make a good faith effort to meet them.

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

9. MBE/FBE Bid Discounts:

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

10. MBE/FBE Evaluation Credits:

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

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

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

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

12. CSB Bid Discounts:

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

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

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

13. CSB Evaluation Credits:

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

(1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.

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

14. CSB Subcontracting Bid Discounts and Additional Retainage:

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

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

15. LPE and SUBE Certification:

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

16. LPE and SUBE Bid Discounts:

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

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

17. LPE and SUBE Evaluation Credits:

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

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

18. Maximum Annual Subcontracting Program Benefit:

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

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

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

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

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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 or adds value by substantially altering them before resale.

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

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

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

20. Joint Ventures:

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

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

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 1, the Schedule of Subcontractor Participation.

22. Subcontractor Participation Compliance Monitoring

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

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

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

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payment methods used to satisfy invoices, payment dates, and any additional information required by OEO to verify payment to subcontractors. The prime contractor will enter this payment information into the B2Gnow system, and the subcontractors will verify this payment information in the system.

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

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

**Community Benefit Policies:**

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

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





City of Cleveland  
Office of Equal Opportunity  
Schedules Checklist

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

**Schedule 1: Project Contact Information Form**

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

**Schedule 2: Schedule of Subcontractor Participation**

- Did you specify the total dollar amounts for each subcontract?**
- Did you verify that each subcontractor is certified for the type of work to be performed?**
- Is the form complete and signed?**

**Schedule 3: Statement of Intent to Perform as a Subcontractor**

- Did the subcontractor specify the total dollar amount of the subcontract?**
- If applicable, has the re-subcontracting section been completed?**
- Is the form complete and signed by the subcontractor?**

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

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

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City of Cleveland - Office of Equal Opportunity  
**SCHEDULE 1: PROJECT CONTACT INFORMATION FORM**



<b>Project Name:</b>	
<b>Bidder/Proposer Name:</b>	

Part I: Bidder Information

<b>Contractor's Full Legal Name:</b>						
<b>Contractor's Address:</b>				<b>Federal Tax ID Number (EIN):</b>		
<b>City:</b>				<b>State and Zip:</b>		
<b>Contractor's Principal Officer Name:</b>				<b>Phone Number:</b>		
<b>Contractor's Main Email Address:</b>						
<b>Contractor's Authorized OEO Representative Name:</b>				<b>Phone Number:</b>		
<b>Authorized OEO Representative Email Address:</b>						
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:**

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**SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

List ALL PROSPECTIVE SUBCONTRACTORS (Certified and non-certified) that will be participating on this contract. The Bidder or Proposer is responsible for verifying that each CSB, MBE and FBE



<b>Project Name:</b>	
<b>Bidder/Proposer Name:</b>	

Subcontractor listed is certified to perform the particular type of work they are expected to perform for the contract.

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
<b>Address:</b>			\$
<b>City, State, Zip:</b>			\$
<b>OEO Compliance Contact:</b>			\$
<b>Contact Email Address:</b>			\$
<b>Contact Phone:</b>			\$
<b>Company Type:</b> CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
<b>Federal Tax ID#/EIN:</b>	<b>TOTAL</b>		\$

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
<b>Address:</b>			\$
<b>City, State, Zip:</b>			\$
<b>OEO Compliance Contact:</b>			\$
<b>Contact Email Address:</b>			\$
<b>Contact Phone:</b>			\$
<b>Company Type:</b> CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
<b>Federal Tax ID#/EIN:</b>	<b>TOTAL</b>		\$

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

<b>Authorized Representative:</b>			
<b>Signature:</b>		<b>Date:</b>	

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SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION  
ADDITIONAL SUBCONTRACTOR FORM

<b>Project Name:</b>	
<b>Bidder/Proposer Name:</b>	

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
<b>Address:</b>			\$
<b>City, State, Zip:</b>			\$
<b>OEO Compliance Contact:</b>			\$
<b>Contact Email Address:</b>			\$
<b>Contact Phone:</b>			\$
<b>Company Type:</b> CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> <b>Non-Certified</b> <input type="checkbox"/>			\$
<b>Federal Tax ID#/EIN:</b>	<b>TOTAL</b>		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
<b>Address:</b>			\$
<b>City, State, Zip:</b>			\$
<b>OEO Compliance Contact:</b>			\$
<b>Contact Email Address:</b>			\$
<b>Contact Phone:</b>			\$
<b>Company Type:</b> CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> <b>Non-Certified</b> <input type="checkbox"/>			\$
<b>Federal Tax ID#/EIN:</b>	<b>TOTAL</b>		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
<b>Address:</b>			\$
<b>City, State, Zip:</b>			\$
<b>OEO Compliance Contact:</b>			\$
<b>Contact Email Address:</b>			\$
<b>Contact Phone:</b>			\$
<b>Company Type:</b> CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> <b>Non-Certified</b> <input type="checkbox"/>			\$
<b>Federal Tax ID#/EIN:</b>	<b>TOTAL</b>		\$

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**SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR**

<b>Subcontractor Name:</b>	
<b>Bidder/Proposer Name:</b>	
<b>Project Name:</b>	

Subcontractor is a:       CSB  
 MBE  
 FBE

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

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

- Individual
- Corporation organized and existing under the laws of the State of \_\_\_\_\_.
- Proprietorship,
- Partnership, or
- Joint Venture consisting of \_\_\_\_\_.

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

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

**RE-SUBCONTRACTING**

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

- Yes (If Yes, fill out a "Blank" Schedule 2 and indicate the subcontractors being used as 2<sup>nd</sup> Tier subcontractors.)
- No

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

<b>Authorized Subcontractor Representative:</b>			
<b>Signature:</b>		<b>Date:</b>	

**Pavement Management Survey, Analysis & Reporting Addenda #1  
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City of Cleveland - Office of Equal Opportunity  
**I. SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR  
UNAVAILABILITY/IMPRACTICALITY CERTIFICATION**

<b>Project Name:</b>	
<b>Bidder/Proposer Name:</b>	

**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.**

<b>Authorized Representative:</b>			
<b>Signature:</b>		<b>Date:</b>	

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).



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**City of Cleveland**  
Justin M. Bibb, Mayor

**VENDOR ENTRY FORM**

Add Vendor       Change Vendor Info       Delete Vendor

<b>Business Name:</b>											
<b>1099 INFORMATION</b>											
<b>Incorporated?</b>	<input type="checkbox"/> YES <input type="checkbox"/> NO	<b>Federal Tax ID:</b>			-						
<b>If "NO" Check One:</b>	<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHER:										
<b>If "NO" Enter your Social Security Number:</b>					-			-			
<b>IRS Reporting Name*:</b>											
<i>*If this is not the name listed on contracts with the city, please attach a detailed explanation.</i>											
<b>Address:</b>											
<b>City:</b>						<b>State:</b>			<b>Zip:</b>		
<b>Phone:</b>	(   )	<b>Ext.</b>			<b>Fax:</b>	(   )					
<b>Website Address:</b>											
<b>Email Address:</b>											
<b>ORDERING ADDRESS INFORMATION</b>											
<b>Check each that applies*:</b>											
<b>Address:</b>											
<b>City:</b>						<b>State:</b>			<b>Zip:</b>		
<b>Phone:</b>	(   )	<b>Ext.</b>			<b>Fax:</b>	(   )					
<b>Contact:</b>						<b>Title:</b>					
<b>Email Address:</b>											

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

**Pavement Management Survey, Analysis & Reporting Addenda #1  
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<b>REMITTING ADDRESS INFORMATION</b>				
<i>Address:</i>				
<i>City:</i>		<i>State:</i>		<i>Zip:</i>
<i>Phone:</i>	(    )	<i>Ext.:</i>		<i>Fax:</i> (    )
<i>Contact:</i>				
<i>Payment Name*:</i>				
<i>*If payment name is different from business name, please attach a detailed explanation.</i>				

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

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

Approved by Commissioner of Accounts \_\_\_\_\_

Date \_\_\_\_\_

END

4. Remove Exhibit D in its entirety and replace with the following.

**EXHIBIT D: SUBCONTRACTOR ADDITION AND SUBSTITUTION  
POLICY AND PROCEDURE**

**SUBCONTRACTOR ADDITION AND SUBSTITUTION POLICY AND PROCEDURE**

**I. Project Schedule & Deliverables**

**A. Contents of Response**

1. Respondents shall submit in the proposal a description of their company and a complete resume, identifying management structure, personnel, and overall experience in performing this type of work including any reference and names of organizations similar in size and scope to this project. Respondents should bid an hourly rate for their services. A description shall be provided as to the respondents proposed approach for addressing the needs of the City as stated in this Request for Proposal. Respondents should include detailed information on experience and ability to interact and communicate with youth.

**B. Required Documentation**

1. Respondent shall submit business financial statements for the past three (3) years. If financial statements do not exist, the business' tax returns will suffice. If applicable, please submit personal financial statements for the past three years as well as tax returns (audited statements preferred).
2. MBE/FBE documents must be completed and submitted by respondent with the proposal.
  - ❖ The City's minority and female participation process requires that you and any MBE or FBE subcontractor(s) involved in the proposal obtain certain certifications before a contract can be awarded. You are strongly urged to apply for the necessary certifications as soon as possible. Each prime contractor that employs five or more employees must submit an OEO Form 1 and obtain affirmative action certification (a copy is attached).
  - ❖ In addition, if you plan to involve a minority or female business enterprise or joint venture in your proposal, additional certifications will be required. All OEO forms must be submitted no later than the time of submission of the Request for Proposal.

- ❖ A Non-Competitive Bid Contract that is included in the Request for Proposal package must be signed, notarized, and submitted by respondent with the Request for Proposal.

## **II. Proposal Submission, Conditions, Schedule, Processing**

Format. To assure consistency, proposals must conform to the following format:

Cover Letter

Table of Contents

Sections

- A. Introduction
- B. Specifications
- C. Cost/Scheduling/Coordination
- D. Qualifications
- E. Other Benefits
- F. Financial Statements
- G. References

### **FINAL AGREEMENT**

The successful respondent shall, within ten (10) calendar days of receipt, exclusive of Saturdays, Sundays, and holidays, execute and return to the City the contract prepared by the Director of Law of the City.

## **III. Proposer Qualifications**

Qualified respondents should carefully review and understand the terms and conditions of the Request for Proposals prior to submitting their proposals.

- A. Award.** The Agreement will be awarded, if at all, to successful respondent who meets the qualifications and whose proposal is determined to be the most advantageous to the City taking into consideration the compensation to the successful respondent and the evaluation factors set forth in this Request for Proposals. The City shall determine, in its sole discretion, which proposal is the most advantageous to the City.
- B. Acceptance of Proposal.** The signed proposal shall be considered an offer on the part of the successful respondent.

## **IV. Proposal Contents: What a Proposer Must Submit**

### **Submission of Proposals**

Your proposal USB/CD copy, signed/notarized Non-Competitive Bid Contract, Vendor Entry form, W-9 form, signed/completed Schedules, Last three (3) years

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of Income Tax/Profit & Loss/ Business Financial Statements, Billing Rate, Certificate of Liability, Ohio BWC Certificate and References.

**VII. Selection Criteria**

**A. GENERAL CONDITIONS**

It is understood that the Contractor and its designated supervisory representative shall cooperate fully with the appropriate Department/Division and its designated supervisory representative in all aspects of the total operation of this program; and with the following provisions:

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

**VIII. Agreement**

The RFP must inform prospective proposers that the City's contract terms are final and not negotiable. Attach a copy of the applicable City professional services contract form.

END

- 5. Remove Appendix G its entirety and replace with the following.**

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**Exhibit E - Proposal Fee Sheet**

<b>Proposal Fee Sheet</b>	
Project Name: <b>City of Cleveland pavement management survey, analysis, reporting</b>	
Date:	
Vendor:	
A Base Contract - Pavement Survey / Data Collection - complete as described	Cost (\$)
Pavement Survey / Data Collection - Survey to identify distresses	\$
Field Data collection, and coordination complete as described	\$
Development of Data Management and Reporting Tools complete as described	\$
Training	\$
<b>TOTAL Base Contract (A):</b>	<b>\$</b>
Alternate Item 1 - Sidewalk Management System (SMS) - complete as described	Costs (\$)
Field Data collection, and coordination complete as described	\$
Development of Data Management and Reporting Tools complete as described	\$
Training	\$
<b>Sub-Total (B): Alternate Items</b>	<b>\$</b>
<b>GRAND TOTAL (A+B)</b>	<b>\$</b>

END