

September 20, 2013

The City of Cleveland (City), Department of Public Utilities (DPU), through its Director of Public Utilities (Director), intends to enter into one or more concession agreements for the operation of a first-class food and beverage concession at the Carl B. Stokes Public Utilities Building – 1201 Lakeside Avenue. The food services to be provided by a concessionaire shall consist of staffing, managing the staff for food service operations, a reasonable amount of marketing, and providing all necessary kitchen equipment needed for the operation of the kitchen and product sales of the concession.

A pre-proposal conference will be held at the Carl B. Stokes Public Utilities Building, 1201 Lakeside Ave, Cleveland, Ohio 44114 on Tuesday, October 1, 2013, at 2:30 p.m. Eastern Time. At or before the conference, interested parties may submit or ask questions pertaining to the enclosed Request for Proposal (RFP) and the services desired. Proposers are encouraged to attend the conference although attendance is not mandatory.

If your firm is interested, please submit to DPU no later than 4:00 p.m. Eastern Time, Tuesday, October 15, 2013, an original and nine (9) complete duplicates of your technical proposal and your fee proposal, in hard copy and an electronic copy on CD-ROM. Submit the technical proposal and the fee proposal in separate sealed envelopes, marked clearly and appropriately on the outside and, if possible, enclosed in one package.

No proposals will be accepted after that date and time, unless DPU extends the deadline by a written addendum.

Sealed proposals may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as Proposal for Foodservice Concession at 1201 Lakeside Avenue:

Department of Public Utilities Attn: Simon Mastroianni 1201 Lakeside Avenue Cleveland, Ohio 44114

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

If you have any questions, please contact Simon Mastroianni at 216-664-2444, x5630 or  $simon_mastroianni@clevelandwater.com$ . Thank you for your consideration of DPU's needs for professional services.

Paul Bender, Director

Śincerely

Department of Public Utilities

# **CITY OF CLEVELAND**

# **Department of Public Utilities**



# Request for Proposal For Foodservice Concession at the Carl B. Stokes Public Utilities Building 1201 Lakeside Avenue

September 2013

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- Federal Form W-9
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- Northern Ireland Fair Labor Practices Disclosure

# **Introduction and Background**

The City of Cleveland (City), Department of Public Utilities (DPU), through its Director of Public Utilities (Director), is soliciting proposals from qualified firms interested in providing professional services to DPU as follows:

• Foodservice Concession at the Carl B. Stokes Public Utilities Building — 1201 Lakeside Avenue

# **Background**

DPU intends to enter into a lease by way of concession agreement with a vendor to operate a food and beverage concession at the Carl B. Stokes Public Utilities Building located at 1201 Lakeside Avenue, Cleveland, OH.

The facility consists of usable space for kitchen operations and sales. It is located on the first floor of the facility. DPU desires to obtain high quality food and beverage services by means of a lease by way of concession to operate a cafeteria on the premises to provide breakfast, lunch, and snacks. This cafeteria facility will serve DPU employees and visitors doing business at the site.

A pre-proposal conference will be held the Carl B. Stokes Public Utilities Building, 1201 Lakeside Avenue, Cleveland, OH 44114 on Tuesday, October 1, 2013 @ 2:30 p.m., Eastern Time. At or before the conference, interested parties may submit or ask questions pertaining to this RFP and the services desired.

Prospective proposers are encouraged to attend the conference although attendance is not mandatory. A walk through of the cafeteria area will take place after the conference.

Each firm shall submit ten (10) complete proposals, consisting of an original and nine (9) complete duplicates, and an electronic copy on CD-ROM, to the City no later than 4:00 p.m., Eastern Time, on Tuesday, October 15, 2013. No proposals will be accepted after that time unless the City extends the deadline by a written addendum.

Separate, sealed technical and fee proposals may be mailed or delivered to the address below and must be clearly identified on the outside of the envelope(s) as: Foodservice at the Carl B. Stokes Public Utilities Building:

Simon Mastroianni Department of Public Utilities 1201 Lakeside Avenue; 4<sup>th</sup> Floor Cleveland, Ohio 44114 If hand-delivered, proposals should be addressed as above and delivered to Simon Mastroianni, located at the above address.

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.

# **Scope of Services**

### General

The services to be performed by this concession shall consist of staffing and managing a food service operation that will sell breakfast, lunch, and snacks. Considerations for this RFP are anticipated to include, but may not be limited to the following:

# A. Term

DPU is prepared to enter into a lease by way of concession agreement for a period of one (1) year, with a maximum of two (2) additional one (1) year extensions. Extensions will be at the discretion of the Director. The services are anticipated to include, but may not be limited to the following:

# B. Equipment and Furnishings

The DPU cafeteria has its own prep kitchen, storage, and customer areas consisting of approximately 500 sq. ft. (See Appendix A – Area Floor Plan.)

DPU has provided a current inventory of equipment to be used in conjunction with this food service operation (see Appendix B - Equipment and Furnishings). At the beginning of the contract, DPU and the vendor will signoff on the inventory document acknowledging the presence of all listed inventory items.

The facility shall enable on-premises preparation of all prepared food items to be served. The vendor will be responsible for providing and installing, at their own expense, any additional equipment and furnishings deemed necessary for the operation of the facility that are not currently provided. Any permanent fixtures that the vendor wishes to install, such as shelving or counters must first be approved by the Director or his designee prior to such installation. At the completion of the term of the agreement the added fixtures will become the property of DPU. If applicable, please be as detailed as possible in your proposal with regard to any modifications you may consider.

Please be as detailed as possible as to the type and design of additional kitchen equipment, furnishings, and support areas in your proposal. DPU will provide all necessary plans and drawings to assist you in the endeavor.

# C. Operational Requirements

The primary obligation of the food service vendor are to provide a well-managed, first class food and beverage facility to provide breakfast, lunch, snacks, and vending machine services to the public on the premises. In order to be considered for this concession firms must demonstrate in their proposal a minimum of three (3) consecutive years of operation in food service.

Provide the names and contact information of at least three (3) references. Please, include financial documentation to support that fact. Experience with similar types of facilities would be highly desirable.

Operational requirements are to include, but may not be limited to:

# 1. Maintenance

It is mandatory that the maintenance of the sales and kitchen areas of the facility, including furnishings, fixtures, and equipment, be kept in sanitary and safe conditions, excellent repair, and first class appearance. To this end, a comprehensive sanitation program must be implemented prior to contract execution to ensure that the highest standards of cleanliness and sanitation are maintained at all times. It will be the responsibility of the vendor to attend to the day-to-day janitorial services.

# 2. Manager/Supervisor

The vendor shall ensure that a fully qualified, experienced, and competent manager/supervisor is required to manage and supervise the facility. This manager shall have complete responsibility of the concession and have the authority to respond quickly and decisively to DPU in all matters affecting the operation.

# 3. Employees

The vendor shall be responsible to ensure that the operation is manned by qualified employees at all times. Please, include an outline of your staffing specifications and employee qualification summaries for each employee you intend to employee.

Professional attire is required for employees at all times. Please, submit an employee uniform/dress attire program (with samples) in your proposal.

# 4. Quality of Products

Providing foods and beverages of a high quality and maintaining a high standard of quality and service are required under this agreement. All items offered shall be subject to Federal, State, and City inspections with regard to the quality and quantity at the expense of the concession vendor. A quality control standards plan covering the areas of operation, i.e. food preparation, facility cleanliness, public sanitation, employee appearance, courtesy and demeanor toward the public, and supervisory management, and performance must be implemented.

# 5. Menu and Pricing

Proposer shall submit with their technical proposal a sample menu of offerings and estimated pricing.

The DPU cafeteria does not allow stovetop cooking. Only prepared items or those that can be prepared by microwave are to be presented for sale from this concession.

CAUTION: Items to be sold under this agreement are limited to those that do not require to be cooked. Treatment of food preparation is only to be warmed. Violation of this stipulation may result in setting of the facility fire alarm resulting in dispatch of the Fire Department. The cost for this event will be the sole responsibility of the vendor.

# 6. Hours of Operation

Hours of operation shall be from opening not later than 7:00 A.M and closing not sooner than 3:00 P.M.

Breakfast 7:00 a.m. - 11:30 a.m. Lunch 11:30 a.m. - 2:00 p.m. Snacks 7:00 a.m. - 3:00 p.m.

### 7. Utilities

DPU will be responsible for the payment of all of the water, electric, heat, and air conditioning costs. Telephone service will be billed at the expense of the vendor.

# 8. Environmentally Friendly Products and Local Food

The vendor must provide environmentally friendly products and purchase as much of the food items locally as possible, but no less than ten percent 10%. Environmentally friendly products include but are not limited to cups, plates, bowls, napkins, utensils, etc.

These products must be biodegradable or include recyclable content. Paper and non-plastic products, such as corn-based and sugarcane-based products, are preferred. Absolutely no Styrofoam will be permitted.

The vendor shall purchase at least ten percent (10%) of its food products locally, this includes food products both locally sourced and/or produced.

After each year, the vendor shall submit a report to the Director describing the types of products purchased and the amount of local food purchased. If the 10% is not achievable, the vendor must submit documentation to the Director for an exception to this requirement.

# **Project Schedule and Deliverables**

The City has established the following list of reports that the consultant will be required to provide as deliverables. The City reserves the right to modify the list of deliverables at any time before execution of a contract and to add, delete, or otherwise amend any report or other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the City.

- A. Monthly gross sales report required.
- B. The City reserves the right to add related services as needed.
- C. Unless otherwise expressly provided, the term of the Agreement shall begin upon its date of execution and, unless extended by City or unless sooner canceled or terminated under the provisions of the Agreement, shall expire when all required deliverables have been submitted to and approved by the Director and all other Services have been satisfactorily performed and accepted by the Director.

# **Proposal Requirements**

# A. Submission of Proposal

Each proposer shall submit its proposal(s) in the number, form, and manner, and by the date and time and at the location required in the section, **Introduction and Background** above.

- i. Each Proposer shall provide all information requested in this RFP. The proposer must organize its proposal package to address each of the elements in this RFP in the order listed in the section, Proposal Contents. The proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the City may consider it unacceptable and may reject it without further consideration.
- ii. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non re-

usable materials. Materials should be in a format permitting easy removal and recycling of paper. A proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not submit any or a greater number of samples, attachments or documents not specifically requested.

i. If you find discrepancies or omissions in this RFP or if the intended meaning of any part of this RFP is unclear or in doubt, send a written request for clarification or interpretation via e-mail to Simon\_Mastroianni@ClevelandWater.com no later than Tuesday, October 8, 2013.

# B. The City's Rights and Requirements

- i. 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.
- ii. The City reserves the right, at its sole discretion, to reject any proposal that is incomplete or unresponsive to the requests or requirements of this RFP. The City reserves the right to reject any or all proposals and to waive and accept any informality or discrepancy in the proposal or the process as may be in the City's best interest.

# iii. Proposal as a Public Record

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 requester 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.

# iv. **CLEVELAND AREA BUSINESS CODE**

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

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

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

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

- b. The standard subcontracting goal for professional services contracts is 10% Cleveland Area Small Business ("CSB") subcontractor participation. Please review the attached Office of Equal Opportunity documents to ascertain the goal for the proposed contract. Proposers are required to make a good-faith effort to subcontract portions of the work to certified Minority Business Enterprise ("MBE"), Female Business Enterprise ("FBE"), and CSB firms, consistent with the subcontracting goal(s) applicable to this RFP.
- c. To document its good-faith effort to utilize certified MBE, FBE and CSB sub-consultants, each proposer must complete Schedules 1 through 4 found in the *Cleveland Area Business Code Notice to Bidders and Schedules*. These schedules identify the Proposer's proposed use of MBE, FBE and CSB sub-consultants on the project, which evidences the proposer's good-faith effort to obtain the participation of certified sub-consultants. The Proposer shall submit the completed forms with its proposal and they will be forwarded to the City's Office of Equal Opportunity for evaluation. Failure to submit complete schedules may result in the rejection of a proposal

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

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

The City Office of Equal Opportunity will monitor participation of MBE, FBE, and/or CSB sub-consultants throughout the duration of the engagement or project. The successful proposer, as contractor, will be responsible for providing the OEO with all information necessary to facilitate this monitoring.

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

- d. The successful proposer, as contractor, will be required to comply with all terms, conditions, and requirements imposed on a "contractor" in the following Equal Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the Clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the proposer may deal, as follows: No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.
- e. Within 60 calendar days after entering into a contract, the successful Proposer, as Contractor, shall file a written affirmative action program with the OEO containing standards and procedures and representations assuring that the Contractor affords all qualified employees and applicants for employment equal opportunities in the Contractor's recruitment, selection, and advancement processes.

# v. Term of Proposal's Effectiveness

By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the City until the earlier of the execution of a final contract or 180 calendar days after the proposal submission deadline (the "Proposal Expiration Date").

# vi **Execution of a Contract**

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

# vii. "Short-listing"

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

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

By submission of a proposal, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a preproposal 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.

# C. Anticipated Proposal Processing

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

- i. Issue Request for Proposals September 20, 2013
- ii. Pre-proposal Conference October 1, 2013 @ 2:30 p.m.
- iii. Deadline for Submitting Questions October 8, 2013
- iv. Deadline for Submitting Proposal October 15, 2013 by 4:00 p.m.

# D. Interpretation

The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this RFP or a Proposal or given

in any manner, except by written addendum. The City will mail, e-mail, or otherwise deliver one copy of each addendum issued, if any, to each individual or firm that requested and received a RFP. Any addendum is a part of and incorporated in this RFP as fully as if originally written herein.

# **Qualification for Proposal**

- A. Each Proposer, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a proposal. If Proposer is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Proposer must:
  - i. Provide evidence that it has a minimum of five (5) continuous years of experience leading up to the proposal response to this RFP of providing and implementing environmental, health, safety and engineering services relating to the required services and deliverables described in this RFP.
  - ii. Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
  - iii. Possess or demonstrate it qualifies for all applicable licenses, certificates, permits, or other authorizations required by any governmental authority, including the City, having jurisdiction over the operations of the Successful Proposer and the proposed services.
- B. **Insurance:** 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.
  - i. Professional liability insurance with limits of not less than \$200,000.00 for each occurrence and subject to a deductible for each occurrence of not more than \$25,000.00 per occurrence and in the aggregate, and if not written on an occurrence basis, shall be maintained for not less than two (2) years after satisfactory completion and written acceptance of the services under the contract.

- ii. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
- iii. Statutory unemployment insurance protection for all of its employees.
- iv. Such other insurance coverage(s) as the City may reasonably require.
- v. The City will not negotiate with the "Limits of Liability".

# **Proposal Contents**

Each proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized so as to facilitate its evaluation of the consultant's ability to deliver foodservice concessions. There is a limit of fifty (50) pages per technical proposal, to be submitted in three-ring binders.

A. **Cover Letter:** The cover letter shall identify and introduce the Proposer and provide other general information about Proposer's business organization including, at least, in one or more attachments or in the Proposal, Proposer's name, principal address, federal ID number, telephone and facsimile numbers, and e-mail address.

If a corporation, provide the state of incorporation, and the full name, title, and experience of each high level corporate officer. If the Proposer is not an Ohio corporation, please state whether or not the Proposer is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation must provide evidence, prior to execution of a contract, that is qualified to do business in the State of Ohio or it must register with the Ohio Secretary of State.

If the Proposer is a sole proprietorship, state the name of the proprietor doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or passive; state each partner's experience and the proportionate share of the business owned by each partner.

If a joint venture, state the name of each firm participating in the joint venture and each principal officer of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner.

- B. **Executive Summary:** The Executive Summary should provide a complete and concise summary of Proposer's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The Executive Summary should briefly state why Proposer is the best candidate for the engagement. The Summary should be organized so it can serve as a stand-alone summary apart from the remainder of the proposal.
- C. **Exceptions:** Proposer shall itemize any exceptions it has to the RFP. If it has no exceptions to or deviations from any part of this RFP, it shall so state on an "Exceptions" page. If no deviations or exceptions are identified, Proposer understands that if the City accepts the Proposer's proposal, it must comply with and conform to all of the requirements of the RFP.
- D. **Qualifications:** In the Qualifications section, each Proposer should state in detail its qualifications, and experience, and how its services and/or products are unique and best suited to meet the requirements and intent of this RFP. Proposer may include as much information as needed to differentiate its services and product(s) from other Proposers. At a minimum, please include, the following:
  - i. How Proposer meets or exceeds the qualifications;
  - ii. A description of the nature of the firm's experience in providing the service(s) and/or product(s) sought by this RFP and state the number of persons currently employed for such purpose;
  - iii. The total number of such engagements and the clients comparable to the City for which the firm has provided like or similar services within the last five (5) years; and
  - iv. The names and addresses of at least three (3) references for the firm's professional capabilities and at least three (3) written, verifiable, references dated within the last six months from clients for which the Proposer has rendered services substantially similar to those sought by this RFP, and recommending Proposer for selection for such services. Each reference shall include the name, e-mail address, and telephone number of a contact person.

# **E. Proposed Services:**

- i. Proposer shall describe in detail how Proposer's management and operating plan for delivery of the services for the engagement or project will achieve the intent and goal(s) of the RFP. In its response to this sub-section, Proposer shall provide or describe:
  - a. An organizational chart specific for the proposed engagement or project;
  - b. Resumes of key management personnel;
  - c. Trouble shooting/follow-up protocols;
  - d. At least three (3) examples of work performed at similarly sized facilities.

- ii. **Environmental Sustainability:** Describe how the proposed services/project/solution incorporate environmental sustainability
- F. **Fee Proposal:** Proposer should submit its fee proposal for all its services in a separately sealed envelope clearly marked on the outside.

Compensation for the described services specified in this document will be calculated by a fee based on a percentage of monthly gross revenues. Your proposal should state the percent of gross revenues you would agree to pay on a monthly basis. Minimum monthly fees and terms of payment will be negotiated and determined during agreement negotiations.

Although the fee to City is not the only deciding factor in the selection process, it will be evaluated with other criteria specified herein.

The response to the compensation aspects of the RFP should be sealed in a separate envelope and labeled Fee Proposal.

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

Any financial information required will be requested only from any Proposer that is "short-listed".

- H. **Proposers Affidavit:** Proposer shall submit with its proposal an affidavit stating that neither it nor its agents, nor any other party acting for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract proposed to result from its proposal, and further agreeing that no such money or reward will be paid.
- I. **Additional Required Documents:** Proposer shall complete, execute, and return with its proposal the following documents, blank copies of which are attached to this RFP:
  - i. The Office of Equal Opportunity *Notice to Bidders and Schedules*;
  - ii. Federal *Form W-9* including Taxpayer Identification Number;
  - iii. Non-Competitive Bid Contract Statement for Calendar Year 2013
  - iv. Northern Ireland Fair Labor Practices Affidavit

# **Proposal Evaluation; Selection Criteria**

- A. **Evaluation Methodology.** The City department/division issuing this RFP will evaluate each proposal submitted. The department will present its recommendations to the City Board of Control ("Board"). The Board may, but shall not be obligated to, entertain formal presentations. The Board may approve one or more contracts to one or more firms. The City will only consider proposals that are received on or before the proposal submission deadline, and which meet all the requirements of this RFP. The City reserves the right to request a "best and final offer" from Proposers meeting the minimum requirements.
- **B. Scoring of Proposals.** The City will score each Proposal in each of the following categories:
  - Quality of proposal relating to company experience and specific approach to the concession agreement.
  - Credentials. If a number of individuals in a firm are involved in the scope of work, submit credentials of key personnel, particularly the lead person(s) of the operation.
  - Qualifications of employees who will man the operation.
  - o CSB Participation.
  - o Documented ability and similar experience in similar operations.
  - Percentage of revenue fee offered.
  - o Quality in creativity of proposal.
  - o Innovative breakfast, lunch, and snack menu and price list.
  - Compliance with sustainability component.
  - Proper format for proposal submittal.
  - o References.

The ratings are not intended or to be interpreted as a reflection of a Proposer's professional abilities. Instead, they reflect the City's best attempt to quantify each Proposer's ability to provide the services sought by the City and to meet the specific requirements of this RFP, for comparison purposes.

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

The City will not be obligated to accept, however, significant deviations from the work or services sought by this RFP, including terms inconsistent with or substantially varying from the services or the financial and operational requirements of the RFP, as determined solely by the City. The City reserves the right to reject any proposal that does not furnish or is unresponsive to the information required or requested herein. The City reserves the right to reject any proposal or to waive or to accept any deviation from this RFP or in any step of the proposal submission or evaluation process so as to approve the award of the contract considered in the City's best interest, as determined in the City's sole discretion.

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

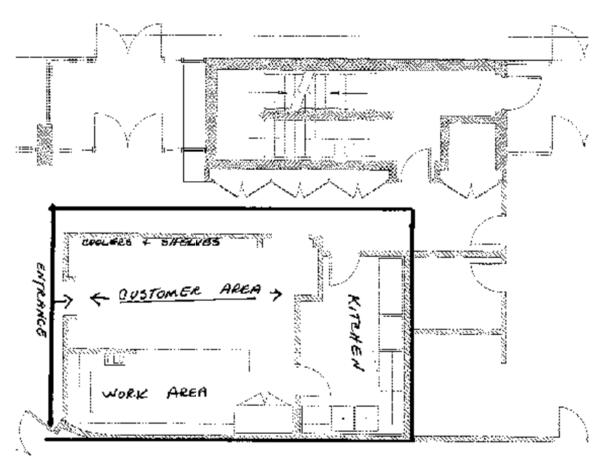
The City reserves the right to reject any or all proposals. Failure by a Proposer to respond thoroughly and completely to all information and document requests in this RFP may result in rejection of its proposal. Further, the City reserves the right to independently investigate the financial status,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

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

# APPENDIX A Floor Plan

# Carl B. Stokes Public Utilities Building 1201 Lakeside Avenue

# PARKING DECK



NACHINE'S

# APPENDIX B Equipment & Furnishings

# **EQUIPMENT & FURNISHINGS**

Item #	Equipment Type	Description	Serial #
1	Freezer	True Reach-in Glass Merchandiser	1-4033301
2	Grill	Cecil ware Grill-Toaster	640505
3	Refrigerator	6051 HG Glass Door Reach-in	227836T
4	Cash Register	Sharp Talking Cash Register 2595	39006791
5	Vending-All Others	AP113-640 Snack Black Vendor	31056358
6	Freezer	Delfield SLF29-S Store Freezer Sing.	369834T
7	Refrigerator	Delfield SLR29-s Sing. Door Refrig. Sto	369843T
8	Condiment Stands	Metalmaster Mod. M49 Condiment Co	N/A
9	Toaster	Holman Conveyor Toaster, Model E2	49329022-0897
10	Stand//Toaster/Micro	Toastmaster Mod. TP120 Toaster	185710598
11	Office Equipment	Storage Locker	4R362478
12	Office Equipment	Storage Locker	N/A
13	Freezer	Norlake 1 Dr Stg. Fr. GF211/JAS	95120478
14	Refrigerator	Norlake 1 Dr Ref. Stdg. GR211/JAS	98040499
15	Food Prep Equipment	Norlake Ref. Sandwich Unit LR162SAS	97040128
16	Stand Structure	Snack Rack (48 x 80 x 20) Free Stnd. on FI.	N/A
17	Stand Structure	Chip & Cookie Rack (20 x 36 x 48)	N/A
18	Stand Structure	Chip & Cookie Rack (20 x 36 x 48)	N/A
19	Stand Structure	Utility Shelf (72 x 26 x 10) Kitchen	N/A
20	Hotdog Machine	Hotdog Grill HDC-21w/Warmer	6086165/6074283
21	Toaster	Star Pizza Oven	P1200896
22	Hand Truck/Dollies	Cont. 2/4 Wheel Hand Truck	N/A
23	Ice Maker	Cornelius AC322 Icemaker	63PO130BC040
24	Ice Maker	Cornelius Ice Dispenser	62A0215ED548
25	All Others	Storage Locker	N/A
26	Stand Structure	Utility Shelf (18 x 24 x 63)	N/A
27	Office Equipment	Storage Cabinet (PP)	N/A
28	All Others	Nacho Cheese Merchandiser/Warmer	SW1240632
29	Vending Can Drink	D/N 501E Can Vend.	69210288DB

Accepted Not Accepte	d Vendor:	By:
	CWD	By:



# MAYOR'S OFFICE OF EQUAL OPPORTUNITY SUBCONTRACTOR PARTICIPATION GOAL PROFESSIONAL SERVICES CONTRACT

The Subcontractor Participation (Utilization) Goal for this contract is:

# 10% CSB Participation

A searchable database of all CSB firms eligible to fulfill the subcontractor participation goal can be found on the City of Cleveland Office of Equal Opportunity Website:

http://cleveland.diversitycompliance.com

On the website, click on <u>CSB/MBE/FBE Registry</u>.



# MAYOR'S OFFICE OF EQUAL OPPORTUNITY

# **CLEVELAND AREA BUSINESS CODE**

# NOTICE TO BIDDERS & OEO SCHEDULES

City of Cleveland Frank G. Jackson, Mayor

Natoya J. Walker Minor, Director Office of Equal Opportunity

# **EQUAL OPPORTUNITY CLAUSE**

(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

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

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnamera 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, <u>material supplier</u> and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."

# City of Cleveland Mayor's Office of Equal Opportunity

#### Cleveland Area Business Code

# **NOTICE TO BIDDERS**

### 1. Introduction:

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

# 2. <u>Definitions</u>:

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

their respective executive and managerial functions and duties in the Local Contracting Market; and

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

# 3. Required OEO Schedules:

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

### Schedule 1: PROJECT CONTACT INFORMATION FORM

Schedule 1, the <u>PROJECT CONTACT INFORMATION FORM</u>, 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 <u>SCHEDULE OF SUBCONTRACTOR PARTICIPATION</u>, 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 I dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must be an actual dollar amount, and should not be a range of values or a percentage of the contract.

# Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Schedule 3, the <u>STATEMENT OF INTENT TO PERFORM AS A SUBOONTRACTOR</u>, 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 resubcontracted 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, <u>CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION</u>, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer will indicate this in Section A of Schedule 4, and complete Section B.

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal. Contractors are obligated to demonstrate their good faith effort to meet the subcontracting goals for the contract, and failure to do so will result in the rejection of the bid or proposal.

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

### 4. Equal Employment Certification:

No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. Contractors shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, transferred, laid off and terminated. Contractors shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the hiring representative of contractors setting forth the provisions of this nondiscrimination clause.

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

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

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

If, 60 days after entering into a Contract, a contractor has not filed an affirmative action program, has deviated substantially from an approved affirmative action program, or has discriminated against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status, the Office of Equal Opportunity may take immediate enforcement action.

### 5. 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 <a href="https://cleveland.diversitycompliance.com/">https://cleveland.diversitycompliance.com/</a>.

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. <u>CSB Contract Participation</u>

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

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

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

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

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

# 7. MBE/FBE Certification:

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

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

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

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

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

# 8. MBE and FBE Contract Participation

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

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

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

# 9. MBE/FBE Bid Discounts:

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

# 10. MBE/FBE Evaluation Credits:

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

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

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

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

# 12. CSB Bid Discounts:

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

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

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

## 13. <u>CSB Evaluation Credits</u>:

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

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

### 14. CSB Subcontracting Bid Discounts and Additional Retainage:

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

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

### 15. LPE and SUBE Certification:

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

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

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

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

Under the Cleveland Area Business Code, the entire amount of expenditures to certified CSB, MBE, or FBE manufacturers will be counted towards CSB, MBE or FBE participation goals on the contract. A manufacturer is an enterprise that produces goods from raw materials 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:

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- (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. <u>Joint Ventures</u>:

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 <a href="CSB/MBE/FBE Joint Venture Certification Application">CSB/MBE/FBE Joint Venture Certification Application</a> 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 <a href="http://cleveland.diversitycompliance.com">http://cleveland.diversitycompliance.com</a>, or though a link on the Office of Equal Opportunity's website at <a href="http://city.cleveland.oh.us/oeo">http://city.cleveland.oh.us/oeo</a>.

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

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

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland City Hall, upon appointment, for

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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.

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### 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)
<ul> <li>□ If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?</li> <li>□ Is the form complete and signed?</li> </ul>

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



Project Name:						
Bidder/Proposer Name:						
Part I: Bidder Information						
Contractor's Full Legal Name:						
Contractor's Address:				Federal T	ax ID Numbe	r (EIN):
City:				State and	Zip:	
Contractor's Principal Officer Name:				Phone Nu	ımber:	
Contractor's Main Email Address:						
Contractor's Authorized OFO Repre-	sentative Name:			Phone Nu	ımher:	
Contractor's Authorized OEO Representative Name: Phone Number:						
Authorized OEO Representative Em	ail Address:					
Analysis Contified with the Office of Favor		Тп				
Are you Certified with the Office of Equal Opportunity? Check all that apply:	CSB	MBE	FBE	SUBE	LPE	SFP
Signature:	oposer Representati			Date:		
Bidder/Pro	poser kepresentati	ive:				

Title:



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

Project Name:					
Bidder/Proposer Name:					
	RACTORS (Certified and non-certified) hat each CSB, MBE and FBE Subcont rethe contract.				
Subcontractor:		Part 1: SPEC ITEM#	TYPE OF	art 2: WORK OR S/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:					\$
City, State, Zip:					\$
OEO Compliance Contact:					\$
Contact Email Address:					\$
Contact Phone:					\$
Company Type: CSB MBI Non-Certified	FBE Other				\$
Federal Tax ID#/EIN:		TOTAL			\$
		Part 1:	P;	art 2:	Part 3:
Subcontractor:		SPEC ITEM#	TYPE OF	WORK OR S/SUPPLIES	SUBCONTRACT AMOUNT
Address:					\$
City, State, Zip:					\$
OEO Compliance Contact:					\$
Contact Email Address:					\$
Contact Phone:					\$
Company Type: CSB MBI Non-Certified	FBE Other				\$
Federal Tax ID#/EIN:		TOTAL			\$
is awarded, the prime contractor may rare CSB, MBE and/or FBE goals estal participation percentage, unless the Diwritten agreement with each subcontra	ute subcontractors between the subminot substitute or shift subcontractors with olished in the bid specifications, subcontractor waives the requirement. The undeactor listed above. If the total contract ar rFBE participation percentages for that	out written ap ractor substitu ersigned agree nount increase	proval of the itions must pr es that if awar es, the contra	Director of OEC eserve the original rded a contract,	D. When there nal bid it will enter into a
Signature:				Date:	



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

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

Page \_\_\_\_\_ of \_\_\_\_



# City of Cleveland - Office of Equal Opportunity SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Subco	Subcontractor Name:					
Bidder	/Proposer Name:					
Projec	t Name:					
Subcontractor is a: CSB Have you (subcontractor) been notified by the Office of Equal Op that you have met the annual subcontracting participation maximum calendar year?						
The undersigned prospective subcontractor intends to perform work or furnish supplies/materials in connection with the contract as a (check all that apply):    Individual						
	Part 1: SPEC ITEM #s	Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS	,	Part 3: SUBCONTRA AMOUNT DOLLARS	СТ	
			\$			
RE-S	UBCONTRACTING				<del></del>	
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.					
	rized Subcontractor sentative:					
Signature: Date:						



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

Project Name:						
idder/Proposer Name:						
Note: Prime contractors are expected to use good faith efforts in utilizing CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the prescribed CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 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 followin	g:					
	omitted Schedules 1 and 2 indicating CS NG the goals set forth in the bid document		cipation			
	mitted Schedules 1 and 2 indicating CS als set forth in the bid documents.	SB/MBE/FBE Subcontractor partic	cipation that			
If Box 1 is checked, no further of detailed explanation in Section	documentation is necessary. Where Bon B.	ox 2 is checked, the Prime Con	tractor must p	provide a		
Section B:						
The Prime Contractor <b>did not m</b> 1. The Prime Contractor has	A, you must check one of the following  eet the CSB, MBE and/or FBE subcont  as made an honest, purposeful attempt ractors to perform the work for the reasons	tractor participation goals for this to solicit CSB, MBE and/or FBE	subcontractor p	participation, but		
round on the renowing pe	30.					
CONTACTED CONTRACTOR	PROPOSED WORK/SUPPLIES	REASON FOR UNAVAILABLITY	DATE OF CONTACT	DATE RESPONSE RECEIVED		
1.						
2. 3.						
4.						
2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a detailed explanation of the nature of the work and the reasons that additional subcontracting is not possible on a separate attached page.						
Authorized Representativ	e:					
Signature:			Date:			



## Request for Taxpayer Identification Number and Certification

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

Internal	neverlue Service					
	Name (as shown or	n your income tax return)				
ge 2.	Business name/dis	regarded entity name, if different from above				
Print or type See Specific Instructions on page	Check appropriate box for federal tax classification: Individual/sole proprietor					
Print or type c Instructions	Limited liabilit	ty company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶			_ Exomp	t payee
급등	Other (see ins	structions) ►				
pecifi	Address (number, s	street, and apt. or suite no.)  Requester's na	ame and address	(optiona	l)	
See S	City, state, and ZIP	code				
	List account number	er(s) here (optional)				
Par	Taxpa	yer Identification Number (TIN)				
Enter	our TIN in the ap	propriate box. The TIN provided must match the name given on the "Name" line Social	al security numb	er		
		lding. For individuals, this is your social security number (SSN). However, for a				
		orietor, or disregarded entity, see the Part I instructions on page 3. For other	-	-		
	s, it is your emplo page 3.	yer identification number (EIN). If you do not have a number, see <i>How to get a</i>				
		n more than one name, see the chart on page 4 for guidelines on whose	loyer identificati	on numb	 oer	
	er to enter.	Thore than one hame, see the chart on page 4 for guidelines on whose	<del>-</del>			
	10 0111011		-			
Part	☐ Certifi	cation				•
Under	penalties of perju	ry, I certify that:				
1. The	number shown o	on this form is my correct taxpayer identification number (or I am waiting for a number to b	be issued to me	e), and		
Ser	vice (IRS) that I ar	ackup withholding because: (a) I am exempt from backup withholding, or (b) I have not be m subject to backup withholding as a result of a failure to report all interest or dividends, o backup withholding, and				
3. I ar	n a U.S. citizen or	other U.S. person (defined below).				
because interest general instructions	se you have failed at paid, acquisition	ons. You must cross out item 2 above if you have been notified by the IRS that you are curd to report all interest and dividends on your tax return. For real estate transactions, item 2 nor abandonment of secured property, cancellation of debt, contributions to an individual ner than interest and dividends, you are not required to sign the certification, but you must	2 does not app Il retirement arr	ly. For nangeme	nortgage ent (IRA)	e , and
Sign Here	Signature of U.S. person					

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise

### **Purpose of Form**

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

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

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

Form W-9 (Rev. 12-2011) Page **2** 

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

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

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
  - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

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

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

### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
  - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

### **Updating Your Information**

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

### **Penalties**

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

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

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

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

### **Specific Instructions**

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

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**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

### **Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  - 2. The United States or any of its agencies or instrumentalities,
- 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- 5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

- 6. A corporation,
- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  - 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  - 12. A common trust fund operated by a bank under section 584(a),
  - 13. A financial institution.
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 1	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>&</sup>lt;sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

### Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at <a href="https://www.ssa.gov">www.ssa.gov</a>. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at <a href="https://www.irs.gov/businesses">www.irs.gov/businesses</a> and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

### Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt Payee on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

<sup>&</sup>lt;sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Form W-9 (Rev. 12-2011) Page **4** 

- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
Individual     Two or more individuals (joint account)	The individual  The actual owner of the account or, if combined funds, the first individual on the account '
Custodian account of a minor     (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	Legal entity <sup>4</sup> The corporation
Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
<ul><li>11. Partnership or multi-member LLC</li><li>12. A broker or registered nominee</li></ul>	The partnership The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>&</sup>lt;sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

### **Secure Your Tax Records from Identity Theft**

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

To reduce your risk:

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

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

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

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

### Protect yourself from suspicious emails or phishing schemes.

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

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

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

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

### **Privacy Act Notice**

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

<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

<sup>&</sup>lt;sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

<sup>\*</sup>Note. Grantor also must provide a Form W-9 to trustee of trust.

Requested By:	
. ,	(Department/Office)



### NON-COMPETITIVE BID CONTRACT STATEMENT FOR CALENDAR YEAR 2013 (ALL DEPARTMENTS/OFFICES)

		properly executed and containing all required information must be completed. IF YOU FAIL R PROPOSAL WILL NOT BE CONSIDERED.	. TO
Entity I	Name:		
Entity's	s Mailing	Address:	
COMP	LETE SE	CTION I, II, <u>OR</u> III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.	
		poses of this Statement, the "Mayor" and "Mayor's Committee" means Frank G. Jackson and on For A Better Cleveland Committee, respectively.	l the
SECTI	ON I.	TO BE COMPLETED BY NON-PROFIT CORPORATIONS AND GOVERNMENTAL ENTITIES.	
		gnized by the IRS as a non-profit corporation or are a governmental entity, mark the appropow and proceed to the indicated section(s).	riate
	NON-P	ROFIT CORPORATION GO TO SECTIONS III and IV.	
	GOVE	RNMENTAL ENTITY GO TO SECTION IV.	
SECTI	ON II.	TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSI INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS AND TRUSTS.	
The ab	ove-nam	ed entity is a (Please mark appropriate designation):	
	SOLE I	PROPRIETORSHIP TRUST	
		PORATED PROFESSIONAL CIATION ESTATE	
	UNINC	ORPORATED ASSOCIATION PARTNERSHIP	
	LIMITE	D LIABILITY COMPANY JOINT VENTURE	
		rposes of Section II, a "principal" means an individual, an owner, a partner, a shareholder, a mem ninistrator, an executor or trustee connected with the above-named entity, or the spouse of ar	
check	ed, the C etitively b	PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (Bity of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a lidid contract over \$500.00 to the entity during calendar year 2013 unless Council makes a di	non-
	(A)	NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor the Mayor's Committee between January 1, 2011 and December 31, 2012 that totaled in exces \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named emade any contributions to the Mayor or the Mayor's Committee).	ss of
	(B)	ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or r contributions to the Mayor or the Mayor's Committee between January 1, 2011 and December	

2012 that totaled in excess of \$1,000.00.

SECTION III.	TO BE COMPLETED BY NON- PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS.
NON-F	PROFIT CORPORATION FOR-PROFIT CORPORATION
BUSIN	IESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)
	For purposes of Section III, a "principal" means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.
is checked, the competitively award. If para	PARAGRAPHS (A)(B)(C) and (D) and mark the appropriate paragraph. If paragraph (C) e City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-bid contract over \$500.00 to the entity during calendar year 2013 unless Council makes a direct graph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a non-profit corporation.
(A)	NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2011 and December 31, 2012.
(B)	NO PRINCIPAL of the above named entity made, as an individual, one or more contributions to the Mayor or the Mayor's Committee between January 1, 2011 and December 31, 2012 that totaled in excess of \$1,000.00. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
(C)	ONE OR MORE PRINCIPALS of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2011 and December 31, 2012 that totaled in excess of \$1,000.00 individual.
(D)	FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.
GO TO SECTIO	DN IV.
SECTION IV.	TO BE COMPLETED BY <u>ALL</u> ENTITIES.
	te that I have legal authority to complete this statement on behalf of the above-named entity and to the wledge and belief the answers herein are true and complete.
Print Name	Print Title
Signature	Date
Telephone No.	(Area Code)
STATE OF	)
COUNTY OF _	) SS: )
Before me, a	Notary Public in and for said County and State, personally appeared the above-named, who acknowledged that (he/she) did sign the foregoing statement and
that the san	ne is (his/her) free act deed, personally and as duly authorized representative of, and the free act and deed of the entity on whose behalf
(he/she) signed	
	Notary Public
	Date
	FOR MAYOR'S OFFICE USE ONLY
ELIGIE	BI F
INELIC	GIBLE
DATE	

### SUPPLEMENTAL NOTICE TO BIDDERS

Subject: Submission of <u>NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE</u>

Each bidder and/or appropriate parties should complete the <u>DISCLOSURE</u> 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 prior to any contract being awarded by the City. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.

### NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, 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 prior to any contract being awarded by the City of Cleveland. Any Contractor or Subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the Contractor or Subcontractor shall be automatically excluded

from bidding for the supply of any goods or service two years.	ees for use by the City for a period of
CHECK WHICHEVER IS APPLICABLE:	
A. ( ) The undersigned or any controllir corporation of the undersigned is NOT ENGAGED PROFIT IN NORTHERN IRELAND. (If paragraph A. line.)	IN ANY BUSINESS OR TRADING FOR
B. ( ) The undersigned or any controllir corporation IS ENGAGED IN ANY BUSINESS OR T IRELAND. (If paragraph B. is checked, please eith paragraph C. or attach documentation that shows with the stipulation contained in paragraph C.	RADING FOR PROFIT IN NORTHERN ner check the stipulation contained in
C. ( ) The undersigned and all enterp TAKING LAWFUL AND GOOD FAITH STEPS TO PRACTICES WHICH ARE RELEVANT TO THE "MacBRIDE PRINCIPALS FOR FAIR EMPLOYMENT the MacBride Principles can be obtained from Purchases and Supplies. In lieu of checking the attach documentation which the undersigned be stipulation contained in this paragraph C.	O ENGAGE IN FAIR EMPLOYMENT STANDARDS EMBODIED IN THE IN NORTHERN IRELAND." A copy of the Office of the Commissioner of is paragraph, the undersigned must
	Name of Contractor or Subcontractor
	By:
	Title:

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