



12650 DETROIT AVENUE • 44107 • 216/521-7580

REQUEST FOR PROPOSAL

LABORATORY ANALYSIS SERVICES

RFP NO. 09-013

CITY OF LAKEWOOD
DIVISION OF PURCHASING
12650 DETROIT AVENUE
LAKEWOOD, OHIO 44107
(216) 529-6075

PROPOSALS DUE BY: 5:00 PM TUESDAY, DECEMBER 1, 2009



REQUEST FOR PROPOSALS (RFP)

NO. 09-013

LABORATORY ANALYSIS SERVICES

The City of Lakewood shall accept proposals from qualified vendors for "Laboratory Analysis Services for the Waste Water Treatment Plant."

The Request for Proposals (RFP) are available at Lakewood City Hall, 12650 Detroit Avenue, Lakewood, OH 44107 from 8:00 AM through 5:00 PM, Monday through Friday, and are available on the City's website: www.onelakewood.com under City Departments and Purchasing.

Deadline for submission of the RFP is **5:00 PM Tuesday, December 1, 2009**. Two copies and an original proposal shall be submitted in a sealed envelope addressed to:

**The City of Lakewood
Division of Purchasing
12650 Detroit Ave.
Lakewood, Ohio 44107**

The envelope must be clearly marked: "RFP No. 09-013 – Laboratory Analysis Services for WWTP".

Kim Smith
Purchasing Manager

Publish Dates: November 17, 2009

CITY OF LAKEWOOD, OHIO REQUEST FOR PROPOSAL

LABORATORY ANALYSIS SERVICES RFP No. 09-013

The City of Lakewood, Ohio is requesting pricing for the performance of laboratory analyses over the next three years for the Waste Water Treatment Plant. The analyses to be performed are in accordance with the requirements set forth in the National Pollutant Discharge Elimination System (NPDES) permit issued for the operation of the wastewater collection system and the wastewater treatment facility. Pricing is also being requested for the analyses typically performed internally at the Waste Water Treatment Plant. These analyses will be performed by the contracted laboratory on an as needed basis. Finally, pricing is being requested for any other analyses typically performed on wastewater that your facility has the ability to perform.

Contract is effective January 1, 2010 through December 31, 2010 and includes two (2) additional one-year renewal options.

DESCRIPTION OF SERVICES

Analyses shall be performed using all applicable guidelines for NPDES reporting, including, but not limited to, 40 CFR, 136. This includes conducting the analyses within acceptable time limits starting from the time of sampling. Analyses must be performed to the lowest detection limit that the methodology being used allows. All analyses' results shall be reported no later than five (5) working days after the date of pick-up/delivery, excluding CBOD₅ samples. Premium charges for analyses results requested sooner than five (5) working days must be disclosed at the time that pricing is provided. Analyses that exceed current NPDES permitted values shall be reported to the Waste Water Treatment Plant management no later than twenty-four (24) hours after the results are known. A list of permitted values will be supplied at the beginning of each year along with a tentative yearly schedule. Results of analyses that have been performed by a subcontractor must include the original paperwork supplied by the subcontracting laboratory. Reports may be faxed, but a follow-up signed hardcopy must also be mailed to the Waste Water Treatment Plant. The reports must contain the following information:

1. Date of Sample
2. Analysis Description
3. Analysis Method
4. Detection Limit
5. Analysis Results
6. Measurement Units
7. Date Analysis Performed
8. Signature of Laboratory Supervisor

If a noncompliance result occurs, the contracted laboratory shall run a duplicate analysis on the sample. If the duplicate analysis verifies the first analysis to be in error, the contracted laboratory shall assume the cost associated with running the duplicate analysis.

CITY OF LAKEWOOD, OHIO

REQUEST FOR PROPOSAL

LABORATORY ANALYSIS SERVICES

RFP No. 09-013

The contracted laboratory will be required to supply all containers, labels, coolers, ice packs, preservatives and paperwork necessary for the transportation of samples from the wastewater treatment facility to the contracted laboratory. Any cost associated with this shall be incorporated into the price of the analyses being quoted. Note: If there is a charge for Low Level Mercury sample containers it is to be indicated in the space provided on the price sheets.

The contracted laboratory will be required to pick up samples weekly in accordance with a schedule that is supplied at the beginning of each year. Laboratories located more than ten (10) miles away from the point of pick-up must verify in writing that the samples reached their facility in less than a two (2) hour period after pick-up. Pick-up cost shall be incorporated into the price of the analyses being quoted. Samples that are normally performed internally at the Waste Water Treatment Plant will be delivered to the contracted laboratory if the distance is less than ten (10) miles from the WWTP to the laboratory, otherwise the contracted laboratory must pick up these samples on an as need basis.

The contracted laboratory will be responsible for performing the required annual USEPA DMRQA analyses at no additional cost to the city. The DMRQA samples will be procured and provided to the contracted laboratory by the City of Lakewood Waste Water Treatment Plant if requested.

CONTRACT AWARDING CRITERIA

Awarding of a service contract for the performance of these analyses will be judged based on the following:

1. Overall price based on the estimated quantity of analyses to be performed each of the three years.
2. Laboratory performance during the USEPA DMRQA testing that it has participated in over the last three years.
3. References provided for entities that similar analyses have been performed for.
4. The credentials of personnel who will be assigned to perform the analyses.

One (1) original and two (2) copies of the proposal will be accepted at the City no later than 5:00 PM December 1, 2009 in order for the submitting laboratory to be considered. The envelope must be clearly marked: "RFP No. 09-013 – Laboratory Analysis Services".

Proposals shall be submitted in a sealed envelope addressed to: **The City of Lakewood
Division of Purchasing
12650 Detroit Avenue
Lakewood, OH 44107**

Proposal submission shall include the following:

1. Price Sheets for Contractual Analytes, As Needed Analytes and Supplemental Analytes.
2. USEPA DMRQA results for the last three (3) years.
3. Reference List
4. Laboratory Personnel Credentials

CONTRACTUAL ANALYTES 2010

<u>ANALYTE</u>	<u>FREQUENCY</u>	<u>APPROX. # / YEAR</u>	<u>UNIT PRICE</u>	<u>PREMIUM PRICE</u>
Aluminum, Dry Wt.	Quarterly	4		
Arsenic, Dry Wt.	Quarterly	4		
Cadmium, Total Recoverable	Quarterly	8		
Cadmium, Dry Wt.	Quarterly	4		
Chromium, Total Recoverable	Quarterly	8		
Chromium Hex, Dissolved	Quarterly	8		
Copper, Total Recoverable	Monthly	24		
Copper, Dry Wt.	Quarterly	4		
Cyanide, Free	Quarterly	8		
Lead, Total Recoverable	Quarterly	8		
Lead, Dry Wt.	Quarterly	4		
Mercury, Total (Low Level) ⁽¹⁾	Monthly	54		
Mercury (Low Level) Sample Container Charge		Each		
Mercury, Dry Wt.	Quarterly	4		
Molybdenum, Dry Wt.	Quarterly	4		
Nickel, Total Recoverable	Quarterly	8		
Nickel, Dry Wt.	Quarterly	4		
Selenium, Dry Wt.	Quarterly	4		
Silver, Total Recoverable	Monthly	24		
Zinc, Total Recoverable	Quarterly	8		
Zinc, Dry Wt.	Quarterly	4		
Ammonia, Dry Wt.	Quarterly	4		
Nitrogen, NO3+NO2	Monthly	12		
Nitrogen, TKN	Biweekly	52		
Nitrogen, TKN Dry Wt.	Quarterly	4		
Oil & Grease	Weekly	52		
Phosphorus, Dry Wt.	Quarterly	4		
Potassium, Dry Wt.	Quarterly	4		
CBOD ₅ ⁽²⁾	Quarterly	32		
Total Suspended Solids, mg/l ⁽²⁾	Quarterly	32		

Premium Price - If results are requested to be provided in less than five (5) working days.

Quarterly samples are analyzed in March, June, August and December per NPDES permit schedule.

⁽¹⁾ Mercury Variance Program sampling, 30 Low Level samples in 2010 (included in Approx. # / Year).

⁽²⁾ CSO sampling of CSOs 052 thru 059.

AS NEEDED ANALYTES 2010

<u>ANALYTE</u>	<u>FREQUENCY</u>	<u>APPROX. # / YEAR</u>	<u>UNIT PRICE</u>	<u>PREMIUM PRICE</u>
Acidity	As Needed			
Alkalinity	Daily	40		
Arsenic, Total Recoverable	As Needed			
Magnesium, Total Recoverable	As Needed			
Magnesium, Dry Wt.	As Needed			
Molybdenum, Total Recoverable	As Needed			
Selenium, Total Recoverable	As Needed			
Silver, Dry Wt.	As Needed			
CBOD5	Daily	96		
COD	Biweekly	12		
Fecal Coli	Daily/Seasonal	20		
Nitrogen, Ammonia (NH3)	Biweekly	12		
pH	Daily	96		
Phosphorus, Total P	2x Week	20		
Total Solids %	Daily	80		
Total Suspended Solids mg/l	Daily	120		
Volatile Acids	As Needed			
Volatile Solids %	Daily	80		
Volatile Suspended Solids mg/l	As Needed			
Microscopic Analysis MLSS	As Needed			
Priority Pollutant Scan	As Needed			
Priority Pollutant Scan Sludge	As Needed			

Premium Price - If results are requested to be provided in less than five (5) working days.

ANALYTE DESCRIPTION

UNIT PRICE

[illegible]

CONTRACTUAL ANALYTES 2011

<u>ANALYTE</u>	<u>FREQUENCY</u>	<u>APPROX. # / YEAR</u>	<u>UNIT PRICE</u>	<u>PREMIUM PRICE</u>
Aluminum, Dry Wt.	Quarterly	4		
Arsenic, Dry Wt.	Quarterly	4		
Cadmium, Total Recoverable	Quarterly	8		
Cadmium, Dry Wt.	Quarterly	4		
Chromium, Total Recoverable	Quarterly	8		
Chromium Hex, Dissolved	Quarterly	8		
Copper, Total Recoverable	Monthly	24		
Copper, Dry Wt.	Quarterly	4		
Cyanide, Free	Quarterly	8		
Lead, Total Recoverable	Quarterly	8		
Lead, Dry Wt.	Quarterly	4		
Mercury, Total (Low Level) ⁽¹⁾	Monthly	29		
Mercury (Low Level) Sample Container Charge		Each		
Mercury, Dry Wt.	Quarterly	4		
Molybdenum, Dry Wt.	Quarterly	4		
Nickel, Total Recoverable	Quarterly	8		
Nickel, Dry Wt.	Quarterly	4		
Selenium, Dry Wt.	Quarterly	4		
Silver, Total Recoverable	Monthly	24		
Zinc, Total Recoverable	Quarterly	8		
Zinc, Dry Wt.	Quarterly	4		
Ammonia, Dry Wt.	Quarterly	4		
Nitrogen, NO3+NO2	Monthly	12		
Nitrogen, TKN	Biweekly	52		
Nitrogen, TKN Dry Wt.	Quarterly	4		
Oil & Grease	Weekly	52		
Phosphorus, Dry Wt.	Quarterly	4		
Potassium, Dry Wt.	Quarterly	4		
CBOD ₅ ⁽²⁾	Quarterly	32		
Total Suspended Solids, mg/l ⁽²⁾	Quarterly	32		

Premium Price - If results are requested to be provided in less than five (5) working days.

Quarterly samples are analyzed in March, June, August and December per NPDES permit schedule.

⁽¹⁾ Mercury Variance Program sampling, 5 Low Level samples in 2011 (included in Approx. # / Year).

⁽²⁾ CSO sampling of CSOs 052 thru 059.

AS NEEDED ANALYTES 2011

<u>ANALYTE</u>	<u>FREQUENCY</u>	<u>APPROX. # / YEAR</u>	<u>UNIT PRICE</u>	<u>PREMIUM PRICE</u>
Acidity	As Needed			
Alkalinity	Daily	40		
Arsenic, Total Recoverable	As Needed			
Magnesium, Total Recoverable	As Needed			
Magnesium, Dry Wt.	As Needed			
Molybdenum, Total Recoverable	As Needed			
Selenium, Total Recoverable	As Needed			
Silver, Dry Wt.	As Needed			
CBOD5	Daily	96		
COD	Biweekly	12		
Fecal Coli	Daily/Seasonal	20		
Nitrogen, Ammonia (NH3)	Biweekly	12		
pH	Daily	96		
Phosphorus, Total P	2x Week	20		
Total Solids %	Daily	80		
Total Suspended Solids mg/l	Daily	120		
Volatile Acids	As Needed			
Volatile Solids %	Daily	80		
Volatile Suspended Solids mg/l	As Needed			
Microscopic Analysis MLSS	As Needed			
Priority Pollutant Scan	As Needed			
Priority Pollutant Scan Sludge	As Needed			

Premium Price - If results are requested to be provided in less than five (5) working days.

ANALYTE DESCRIPTION

UNIT PRICE

[illegible]

CONTRACTUAL ANALYTES 2012

<u>ANALYTE</u>	<u>FREQUENCY</u>	<u>APPROX. # / YEAR</u>	<u>UNIT PRICE</u>	<u>PREMIUM PRICE</u>
Aluminum, Dry Wt.	Quarterly	4		
Arsenic, Dry Wt.	Quarterly	4		
Cadmium, Total Recoverable	Quarterly	8		
Cadmium, Dry Wt.	Quarterly	4		
Chromium, Total Recoverable	Quarterly	8		
Chromium Hex, Dissolved	Quarterly	8		
Copper, Total Recoverable	Monthly	24		
Copper, Dry Wt.	Quarterly	4		
Cyanide, Free	Quarterly	8		
Lead, Total Recoverable	Quarterly	8		
Lead, Dry Wt.	Quarterly	4		
Mercury, Total (Low Level)	Monthly	24		
Mercury (Low Level) Sample		Each		
Container Charge				
Mercury, Dry Wt.	Quarterly	4		
Molybdenum, Dry Wt.	Quarterly	4		
Nickel, Total Recoverable	Quarterly	8		
Nickel, Dry Wt.	Quarterly	4		
Selenium, Dry Wt.	Quarterly	4		
Silver, Total Recoverable	Monthly	24		
Zinc, Total Recoverable	Quarterly	8		
Zinc, Dry Wt.	Quarterly	4		
Ammonia, Dry Wt.	Quarterly	4		
Nitrogen, NO3+NO2	Monthly	12		
Nitrogen, TKN	Biweekly	52		
Nitrogen, TKN Dry Wt.	Quarterly	4		
Oil & Grease	Weekly	52		
Phosphorus, Dry Wt.	Quarterly	4		
Potassium, Dry Wt.	Quarterly	4		
CBOD ₅ ⁽¹⁾	Quarterly	32		
Total Suspended Solids, mg/l ⁽¹⁾	Quarterly	32		

Premium Price - If results are requested to be provided in less than five (5) working days.

Quarterly samples are analyzed in March, June, August and December per NPDES permit schedule.

⁽¹⁾ CSO sampling of CSOs 052 thru 059.

AS NEEDED ANALYTES 2012

<u>ANALYTE</u>	<u>FREQUENCY</u>	<u>APPROX. # / YEAR</u>	<u>UNIT PRICE</u>	<u>PREMIUM PRICE</u>
Acidity	As Needed			
Alkalinity	Daily	40		
Arsenic, Total Recoverable	As Needed			
Magnesium, Total Recoverable	As Needed			
Magnesium, Dry Wt.	As Needed			
Molybdenum, Total Recoverable	As Needed			
Selenium, Total Recoverable	As Needed			
Silver, Dry Wt.	As Needed			
CBOD5	Daily	96		
COD	Biweekly	12		
Fecal Coli	Daily/Seasonal	20		
Nitrogen, Ammonia (NH3)	Biweekly	12		
pH	Daily	96		
Phosphorus, Total P	2x Week	20		
Total Solids %	Daily	80		
Total Suspended Solids mg/l	Daily	120		
Volatile Acids	As Needed			
Volatile Solids %	Daily	80		
Volatile Suspended Solids mg/l	As Needed			
Microscopic Analysis MLSS	As Needed			
Priority Pollutant Scan	As Needed			
Priority Pollutant Scan Sludge	As Needed			

Premium Price - If results are requested to be provided in less than five (5) working days.

ANALYTE DESCRIPTION

UNIT PRICE

[illegible]

Forms and Affidavits

Each proposer shall submit with their proposal (RFP) the following forms and affidavits:

Affidavit of Non-Collusion

Each proposer is required to submit with their RFP response an affidavit stating that neither he nor his agents, nor any other party for him has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form attached, signed and notarized, or proposal submission will be considered Non-Responsive.

Personal Property Tax Affidavit

After the award of any contract let by the competitive proposal process and prior to the time the contract is entered into, the person making a proposal shall submit to the fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the proposal was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as apart thereof.

MacBride Principles Disclosure Form

Each proposer is required to submit with their proposal a completed MacBride Disclosure Form indicating whether or not the proposer is engaged in any business or trading for profit in Northern Ireland.

Insurance

In some cases, the proposer awarded the contract to supply materials, equipment or services will be required to provide an insurance certificate naming the City of Lakewood as an additional insured. Required coverage will be indicated on the "Insurance Requirements Checklist" which is enclosed.

NON-COLLUSION AFFIDAVIT

State of _____,

County of _____, SS

_____ (the "Affiant"), being first duly sworn according to law states:

1. Individual Only: That the Affiant is an individual doing business under the name of _____ in the City of _____, State of _____;

Partnership Only: That the Affiant is the duly authorized representative of a partnership doing business under the name of _____ in the City of _____, State of _____;

Corporation Only: That the Affiant is the duly authorized, qualified and acting _____, a corporation organized and existing under the laws of the State of _____; and that the Affiant of the partnership or corporation referred to above, as applicable, is filing herewith a bid to the City of Lakewood in conformity with the Contract Documents;

2. Individual Only: Affiant further states that the following is a complete and accurate list of the names and addresses of all persons interested in the contract for which the bid is being filed:

Affiant further states that the following attorneys represent Affiant:

Partnership Only: Affiant further states that the following is a complete and accurate list of the names and addresses of the members of the partnership:

Affiant further states that the following attorneys represent the partnership:

3. Corporation Only: Affiant further states that the following is a complete accurate list of the officers, directors and attorneys of the corporation:

President -

Vice President -

Secretary -

Treasurer -

Attorneys -

Directors -

and that the following officers are dully authorized to execute contracts on behalf of the corporation:

4. Affiant further states that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or a sham; that the Bidder has not directly or indirectly, induced or solicited any other Bidder to file a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived, or agreed with any Bidder or anyone else to file a sham bid or to refrain from bidding; that the Bidder has not in any manner directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the Bidder or of any other Bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other Bidder, or to secure any advantage against the City or anyone interested in the contract for which the bid is filed; that all statements contained in the bid are true; that the Bidder has not directly or indirectly submitted the Bidder's bid price or any breakdown thereof of the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as herein disclosed to have a partnership or other financial interest with said Bidder; and that the Bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing the contract above referred to in the event the same is awarded to

(Name of Bidder)

Further Affiant says not.

Affiant

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

Notary Public

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE

STATE OF OHIO

COUNTY OF _____ SS:

I, the undersigned, after being first duly cautioned and sworn, state the following with respect to compliance with Section 3517.13 of the Ohio Revised Code:

1. I am the representative of and have the authority to make certificates for _____, which entity may be or has been selected as a (Name of Entity) contractor/consultant/vendor for the City of Lakewood.
2. None of the following has **individually** made within the previous twenty four months and, if awarded a contract or contracts for the purchase of goods or services aggregating in excess of \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date of the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to the Mayor or any City Council member of the City of Lakewood or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
3. None of the following have **collectively** made since April 4, 2007, and, if awarded a contract or contracts for the purchase of goods or services that aggregate in excess of \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date of the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to the Mayor or any City Council member of the City of Lakewood or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section.

Signature: _____

Printed Name: _____

Title: _____

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

Notary Public: _____

My Commission Expires: _____

- I. The successful Bidder shall provide a properly executed statement which fulfills the requirements of Section 5719.042 of the Ohio Revised Code which provides as follows:

"After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applied unless such statement has been so incorporated as a part thereof."

See attached personal property tax statements:

Statement "A"

Bidder not charged with tax delinquency.

Statement "B"

Bidder is charged with tax delinquency.

Either Statement "A" or Statement "B" should be reproduced on the Bidder's letterhead stationary and enclosed with the Bid Form.

[Balance of this page intentionally left blank.]

Statement "A" - Bidder Not Charged with Tax Delinquency

BIDDER'S AFFIDAVIT
PERSONAL PROPERTY TAX DELINQUENCY

Bid No. : _____

Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

Finance Director
City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107

Dear Sir:

Bidder Name

The undersigned hereby certifies that the Bidder to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the bid was submitted for the above-referenced contract.

Name: _____

Title: _____

State of _____
County of _____, SS:

SWORN TO before me and subscribed in my presence this ____ day of _____,
20__.

Notary Public

Note: This affidavit is to be reproduced on the Bidder's letterhead and signed by the appropriate signatory before a notary public.

Statement "B" - Bidder Charged with Tax Delinquency

BIDDER'S AFFIDAVIT
PERSONAL PROPERTY TAX DELINQUENCY

Bid No. : _____

Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

Finance Director
City of Lakewood
12650 Detroit Avenue
Lakewood, Ohio 44107

Dear Sir:

Bidder Name

The undersigned hereby certifies that the Bidder to whom contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for at least one county in the State of Ohio at the time the bid was submitted for the above-referenced contract. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon, is \$ _____. It is understood that this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Treasurer to the County Treasurer within thirty days of the date it is submitted. The statement must be incorporated into the contract before any payment can be made under the contract.

Name: _____

Title: _____

State of _____
County of _____, SS:

SWORN TO before me and subscribed in my presence this _____ day of _____,
20__.

Notary Public

Note: This affidavit is to be reproduced on the Bidder's letterhead and signed by the appropriate signatory before a notary public.

MACBRIDE PRINCIPLES DISCLOSURE STATEMENT

PRESCRIBED BY DIRECTOR OF PUBLIC WORKS PURSUANT TO ADMINISTRATIVE CODE
SECTION 111.10

INSTRUCTIONS:

The information requested herein 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 Lakewood.

Any such contractor or subcontractor who fails to disclose the requested information shall not be eligible to provide any goods or services whatsoever for use by the City in return for payments, fees or commissions from City funds.

Any such contractor or subcontractor who is awarded a contract to supply goods or services for use by the City in return for payments, fees or commissions from City funds, and who is subsequently deemed to have made a false statement shall be declared to have acted in default of its contract and shall be excluded from bidding for the supply of any goods or services for use by the City for a period of two years.

DISCLOSURE

CHECK WHICHEVER IS APPLICABLE:

- () A. The undersigned or any other controlling shareholder¹ subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If this paragraph applies, sign at bottom.
- () B. The undersigned or any controlling shareholder, subsidiary, or parent corporation of the undersigned is ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If this paragraph applies, proceed to paragraph "C".)
- () C. The undersigned and all enterprises identified in paragraph "B" are TAKING ALL LAWFUL AND GOOD FAITH STEPS TO ACTIVELY ENGAGE IN THE IMPLEMENTATION OF THE FAIR EMPLOYMENT PRACTICES KNOWN AS THE MACBRIDE PRINCIPLES FOR FAIR EMPLOYMENT IN NORTHERN IRELAND². If requested by the City, the undersigned agrees to supply to the Investor Responsibility Research Center (IRRC), and independent research agency, all data deemed necessary by the IRRC to determine if the undersigned and all said enterprises are engaged in the implementation of the fair employment practices known as the Mac Bride Principles³.

Name of Contractor or Subcontractor

By: _____

Title: _____

¹ "Controlling Shareholder": Any shareholder owning more than fifty percent (50%) of the stock in the corporation, or more than twenty-five (25%) of the stock in the corporation if no other shareholder owns a larger share of the stock in the corporation.

² A copy of the MacBride Principles can be obtained from the Director of Public Works (216) 521-7580.

³ An IIRC report shall provide a factual basis upon which the City may deem the undersigned or an enterprise in compliance with Section 111.10 of the Administrative Code of the City of Lakewood. Investor Responsibility Research Center, Inc., Suite 600, 1755 Massachusetts Ave., Washington, D.C. 20036, (202) 234-7500, Fax (202) 332-8570.

INSURANCE REQUIREMENTS CHECKLIST

Items marked "X" must be provided.

COVERAGE REQUIRED

MINIMUM LIMITS REQUIRED

<u> X </u> GENERAL LIABILITY (The following coverage must be included) Premises-Operations Independent Contractors/Subs Broad Form Contractual Broad Form Property Damage Explosion (X)	\$ <u>1,000,000</u> Combined Single Limit Per Occurrence Collapse (C) Underground (U) Personal Injury Products-Completed Operations Fire Legal Liability Employer's liability (Stop Gap)
<u> X </u> UMBRELLA LIABILITY	\$ <u>1,000,000</u>
<u> X </u> AUTOMOBILE LIABILITY Owned, Hired, and Non-Owned Employee Non-Ownership	\$ <u>1,000,000</u> Combined Single Per Occurrence
<u> X </u> WORKER'S COMPENSATION <u> X </u> Worker's Compensation coverage in compliance with the laws of the State of Ohio	Statutory
<u> </u> PROFESSIONAL LIABILITY	\$ <u> </u>
<u> </u> BUILDER'S RISK	<u> </u> 100% Completed Value
<u> </u> INSTALLATION FLOATER	<u> </u> 100% Installed Replacement Value
<u> </u> FLOOD INSURANCE	<u> </u> 100% Completed Value or Maximum of Flood Program
<u> </u> ENVIRONMENTAL IMPAIRMENT LIABILITY	\$ <u> </u>
<u> </u> EMPLOYMENT PRACTICES LIABILITY	\$ <u> </u>
<u> </u> ERRORS & OMISSIONS	\$ <u> </u>

The certificate of insurance must show the "City of Lakewood" as an additional insured and give sixty- (60) days prior written notice of cancellation, non-renewal, or adverse change to the City of Lakewood.

Statement of Bidder and Insurance Agent

We understand the requirements requested and agree to fully comply.

Bidder

Insurance Agency

Authorized Signature

Authorized Signature

A completed copy of this form with ORIGINAL signatures must accompany proposal.

BIDDER QUALIFICATION STATEMENT

Must be submitted with Bid. Failure to comply can result in rejection of Bid.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Bidder's Name _____
Name of Company _____

Business Address (Permanent Main Office) _____

City, State, Zip Code _____
2. Date Business was organized: _____ / _____ / _____
3. If bidder is a corporation, indicate where business is incorporated:

4. Indicate years engaged in contracting business: _____
5. General character of work performed by your company:

6. Have you ever failed to complete any work awarded to you?
_____ Yes _____ No If yes, indicate where and why:

7. Have you ever defaulted on a contract? _____ Yes _____ No

REFERENCES

GENERAL REFERENCES:

\$ _____
Project Cost

Project Name or Description of Project

Project Owner

Address

City State Zip

Contact Name () Phone Number

\$ _____
Project Cost

Project Name or Description of Project

Project Owner

Address

City State Zip

Contact Name () Phone Number

\$ _____
Project Cost

Project Name or Description of Project

Project Owner

Address

City State Zip

Contact Name () Phone Number

GOVERNMENT AGENCY REFERENCES:
(State, City, Public Schools, Park Systems)

\$ _____
Project Cost

Project Name or Description of Project

Project Owner

Address

City State Zip

Contact Name () Phone Number

\$ _____
Project Cost

Project Name or Description of Project

Project Owner

Address

City State Zip

Contact Name () Phone Number

\$ _____
Project Cost

Project Name or Description of Project

Project Owner

Address

City State Zip

Contact Name () Phone Number