



CLE CLEVELAND HOPKINS
INTERNATIONAL AIRPORT

BKL CLEVELAND BURKE
LAKEFRONT AIRPORT

9/07/2011

Request for Proposal

For: CLE Parking
Redevelopment Program-
Phase I

City of Cleveland, Ohio
Department of Port Control
Cleveland Airport System

Ricky D. Smith, Director

Cleveland Hopkins International Airport
5300 Riverside Drive
P.O. Box 81009
Cleveland, OH 44181-0009
USA
1 216 265 6000

Cleveland Burke Lakefront Airport
1501 North Marginal Road
Cleveland, OH 44114-3759
1 216 781 6411

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Attachments:

- OEO Notice to Bidders and Schedules
- Federal Form W-9
- Non-Competitive Bid Contract Statement for Calendar Year 2011
- Northern Ireland Fair Labor Practices Affidavit
- Local Producer/Local Sustainable Business Ordinance
- Invitation Letter Mailing Lists

Introduction and Background

The City of Cleveland (City), owner and operator of the Department of Port Control (DPC), through its Director of Port Control (Director), is soliciting proposals from qualified firms interested in providing professional design-build services to complete the full range of architectural/engineering services and general contracting construction of the improvements required for the CLE Parking Redevelopment Program – Phase I project. **Each Proposer shall be responsible for being fully acquainted with the existing conditions of the Long Term Garage, Short Term Garage and Surface Parking Lot 6, D, & Q before submitting a proposal.**

The Request for Proposal (RFP) for this project along with all supporting documentation, which are considered to be part of and an extension of the RFP and/or the Project Criteria and Performance Specifications as if they were physically attached, can be accessed at the following ftp site:

<ftp://ftp.cscos.com/>

User Name: pdsa

Password: cscompanies

City- <http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/RFP>

DPC- [http://www.clevelandairport.com/Doing-Business/Bids---RFPs-\(1\).aspx](http://www.clevelandairport.com/Doing-Business/Bids---RFPs-(1).aspx)

NOTE: In an effort to comply with the City of Cleveland's green initiatives, the DPC will publicize all future RFQ's (Request for Qualifications) and RFP's on the websites listed below along with all supporting documentation such as addenda and supplemental information. **However, because the documents contain maps, surveys, drawings, etc. the above ftp site was used in this case to ensure all documents can be viewed and downloaded.**

All future documentation including addenda, response to questions, etc. will be posted on the above site(s) as no additional mailings will be made for this RFP. Upon receipt of this letter, it is requested that any firm interested in this project, contact Shari Simonski via email: ssimonski@clevelandairport.com as confirmation of your receipt and interest.

Anticipated CLE Parking Redevelopment Program – Phase I Request for Qualification Dates:

RFQ Release:	September 7, 2011
MANDATORY Pre-Qualification Conference:	September 15, 2011 @ 10:00 AM
Addendum 1 Release	September 29, 2011
Questions Deadline:	October 13, 2011
Addendum Release:	October 27, 2011
Proposals Due:	November 17, 2011

As noted above, a **MANDATORY** pre-proposal conference will be held on September 15, 2011. at 10:00 AM local time. This conference will be held at the Department of Port Control, Conference Room No. 6C-24C, Engineering Building #206, 19501 Five Points Road, Cleveland, Ohio 44135. At or before the conference interested parties may submit or ask questions pertaining to this RFP and the services desired. **Prospective proposers are required to attend the mandatory conference.** A site visit will be conducted following the conference.

If your firm is interested, please submit your Proposal to the City no later than **5:00pm/EDT on Thursday, November 17, 2011** as described below. (Hand delivered proposals can be taken to the Information Counter in the center of the ticketing lobby located on the second level of the passenger terminal building at Cleveland Hopkins International Airport.)

Department of Port Control
Administration Offices
Cleveland Airport System
Contracts & Procurement Section
5300 Riverside Drive
P.O. Box 81009
Cleveland, Ohio 44181-0009
Attn: Shari Simonski, Contracts Administrator

If a Proposal is not received by this date and time, it will be considered non-responsive and will not be evaluated. No Proposal will be accepted after that time unless the City extends the deadline by a written addendum. Please deliver or send nine (9) complete proposals including eight (8) bound and one (1) unbound complete original, along with an electronic copy on CD-ROM to the address listed above. **It is required for each firm to submit two (2) separate envelopes, one containing the written proposal and another with the price proposal and Office of Equal Opportunity forms where price is indicated. Please identify the project name: CLE Parking Redevelopment Program – Phase I on the outside of the envelopes and indicate which envelope is the price proposal that also contains the OEO forms.**

The Proposal shall consist of a maximum of 60 one-sided pages not including additional submittal requirements and divider tabs. All required information shall be inclusive. **If your firm is planning to submit a proposal, please be aware that the project will be conducted on a fast-track schedule and Proposers will need to have all resources available to be responsive to the needs of the DPC.**

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 Department of Port Control is seeking professional design-build services for the **CLE Parking Redevelopment Program – Phase I** as set forth in more detail below in the description of Specific Services. The scope of this RFP encompasses all architecture/engineering services and general contracting construction of the improvements required associated with the development and implementation of the CLE Parking Redevelopment Program – Phase I and the full and complete construction of the same.

Specific Services:

- A. These design/build services are required for the demolition of the existing Long Term Garage structure and convert it into a 1,000 space surface parking lot [include as add alternates 1) a canopy system that will cover the parking stalls only (aisle ways and driveways to remain uncovered), 2) a canopy system that will cover the entire parking area, including parking stalls, aisle ways, and driveways and 3) sustainability initiatives for each of these two canopy system alternates]; convert the Employee Lots 6, D, and Q into public parking with demolition of the existing BP Building [include as add alternates 1) a canopy system that will cover the parking stalls only (aisle ways and driveways to remain uncovered), 2) a canopy system that will cover the entire parking area, including parking stalls, aisle ways, and driveways and 3) sustainability initiatives for each of these two canopy system alternates]; retrofit Economy Lot [include as add alternates 1) a canopy system that will cover the parking stalls only (aisle ways and driveways to remain uncovered), 2) a canopy system that will cover the entire parking area, including parking stalls, aisle ways, and driveways and 3) sustainability initiatives for each of these two canopy system alternates]; retrofit the existing Short Term Parking Garage with a parking guidance system technology (smart parking); and all major upgrades including underground utilities, electrical, mechanical, plumbing, fire protection, architectural fit-out, additional systems, and landscaping requirements (Scope). At a minimum, the aforementioned canopy systems will need to be attractive, durable for all seasons, energy efficient, and environmentally-friendly. The Scope will also need to incorporate (include as add alternate) a comprehensive environmental sustainability initiative in the Program such as, but not limited to, solar roof panel technology, 'green' roofs, and/or rainwater re-use opportunities. This Scope also includes additional separately referenced documents which are to be considered as contained within and part of this document as follows:

1. Project Criteria and Specifications
2. Supplemental Specifications
3. Fee Proposal Format
4. Available Reports
5. Available Record Drawings

6. Available Surveys
 7. Available Geotechnical Information
 8. MC-031
 9. CAD Standards
 10. Photographs
 11. Sample Contract
- B. The design services expected for this project include the traditional stages of project design (including schematic design, design development and cost estimates), construction administration & management, field observation, testing, and inspection during construction. The project requirement will likely include the involvement of, in varying degrees, surveying, civil engineering, geotechnical, mechanical, electrical, structural, environmental services and architectural disciplines.
- C. The design shall include the use of the existing Long Term Garage, Surface Parking Lots 6, D and Q sites, the Economy Lot and the existing Short Term Garage. The design effort shall be detailed in nature, including construction documentation and post-construction services as required.
- D. This Program does NOT include the operation and management of the parking system. This work will be under a separate contract issued by DPC. However, the parking manager under that contract is expected to be involved as a representative of DPC in the review and oversight of this design-build program.
- E. The Scope includes the relocation of the Bomb Squad Unit from the BP Building to the current location of Planning and Engineering, Building 206. In addition all bomb unit safety equipment shall be moved to the existing Sand Barn, Building 204. Specific criteria and requirements for this move are not currently available but will be released with the addendum after the scheduled pre-proposal meeting.
- F. The Scope also includes the relocation of the Parking Manager from the Long Term Garage to a new location to be determined as part of this program. Specific criteria and requirements for this move are not currently available but will be released with the addendum after the scheduled pre-proposal meeting.
- G. The construction services shall include all general contracting and construction work necessary to complete the following: **demolition of the existing Long Term Garage, installation of "Smart Parking Technology" into the existing Short Term Garage (with the provision to expand as required), construction of an asphalt-paved surface parking lot in the area currently occupied by the Long Term Garage [include as add alternates 1) a canopy system that will cover the parking stalls only (aisle ways and driveways to remain uncovered), 2) a canopy system that will cover the entire parking area, including parking stalls, aisle ways, and driveways and 3) sustainability initiatives for each of these two canopy system alternates], re-development of existing parking employee**

Lots 6, D and Q into a public parking with demolition of existing BP Building include as add alternates 1) a canopy system that will cover the parking stalls only (aisle ways and driveways to remain uncovered), 2) a canopy system that will cover the entire parking area, including parking stalls, aisle ways, and driveways and 3) sustainability initiatives for each of these two canopy system alternates], retrofit Economy Lot [include as add alternates 1) a canopy system that will cover the parking stalls only (aisle ways and driveways to remain uncovered), 2) a canopy system that will cover the entire parking area, including parking stalls, aisle ways, and driveways and 3) sustainability initiatives for each of these two canopy system alternates]. At a minimum, the canopy systems will need to be attractive, durable for all seasons, energy efficient, and environmentally-friendly. Environmental sustainability is also a critical component of the Scope and such initiatives will need to be incorporated in accordance with the Design/Build Contract (include as add alternate). These services will also include the incorporation of landscaping and provision for information technology elements (fiber optics, LED displays, etc.) as required. The services will also need to fulfill project close-out and punch list requirements, repairs and/or replacements during the warranty period.

- H. It is the City's intent to hire a Design/Build team to provide the full range of architectural and engineering and construction services required for the completion of the redevelopment project for the CLE Parking Redevelopment Program – Phase I.
- I. It is the responsibility of the Design/Build team to be fully acquainted with the existing conditions of the project site by conducting visual inspection before proposal submission.
- J. The project scope of work is not intended to be all inclusive, but instead defines the City's minimum expectations and requirements. The Design/Build team will be required to perform all duties supplementary to the preparation of a conceptual design, construction cost estimate and construction of the renovation.
- K. The services required for the completion of the project is further detailed in "Project Criteria and Performance Specifications."

City Role:

The City will express the intent of the design and provide an adequate and complete facility design/construction scope and criteria in the RFP. In addition, the City will:

1. Look to establish the execution requirements (e.g., schedule, operations, and any constraints on Design/Builder's work, Design/Builder submittals, permits, special work acceptance requirements) and identify appropriate requirements in the RFP.
2. Monitor design and construction during the project implementation for contractual compliance.

3. Endeavor to answer all questions promptly, and provide information that is critical to the success of the project to avoid impeding the Design/Builder's schedule.
4. Attempt to render decisions in a timely manner.
5. Not assume responsibility for design adequacy or "approve" design and construction submittals, except to approve requested deviations from the contract when acceptable and appropriate. The City's role changes from reviewing designs and submittals for technical accuracy for traditional design-build projects to reviewing for conformance with the contract on design-build contract(s).

Design/Builder's Role

- A. It will be the responsibility of the Design/Builder to be fully acquainted with the existing conditions of the project site by conducting visual inspections before proposal submission.
- B. Professional consulting services for the Project will include the traditional stages of project design (including schematic design, design development and cost estimates); construction administration and management.
- C. It is anticipated that the project requirements will most likely include the involvement of, in varying degrees, surveying, civil engineering, geotechnical, mechanical, electrical structural, and landscape architectural professionals, as well as information technology specialists and environmental services. The pertinent professional services will include, at a minimum, the following:
 1. Project and construction management
 2. Integrated schedule for design and construction
 3. Extensions of designs
 4. Permit preparation and application
 5. Cost control
 6. Material and equipment acquisition (including incorporation of long-lead items and identification of possible impact to schedule)
 7. Construction
 8. Environmental Storm Water Pollution Prevention Plan development
 9. Sustainability design and construction
 10. LEED Certification attainment
 11. Inspection and quality assurance/quality control (including any material testing required)
 12. Value Engineering
 13. As-built survey for acceptance and record purposes
 14. Training for operation and maintenance
 15. Turnover, warranty and record ("as-built") drawings

- D. The Design/Builder must ensure the integrity of all extensions of the design and ensure that all equipment and materials meet the minimum design criteria requirements. This function is a significant role reversal from the traditional design-bid-build projects. The Design/Builder must further develop the design and provide complete and usable parking at all of the identified sites in this RFP.

The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

Project Schedule and Deliverables

The project is on a time sensitive schedule and will require availability and dedication of the selected Design/Builder to complete services on-time. Proposers should carefully consider their ability to complete all required tasks inclusively within the project schedule time frame.

Design/Builder shall submit within ten (10) calendar days after the award and/or execution of the Contract, a Design Schedule for the performance of Design/Builder's design services and construction work which shall include allowance for reasonable time required for the review and/or approval of all authorities having jurisdiction over the Project.

The project must be completed in all stages by January 13, 2014. This is the mandated final delivery and acceptance date of the project.

The City has established the following list of reports that the Design/Builder 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 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. Please refer to "Project Requirements and Performance Specifications"
- 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 ("Term").

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.

1. Each Proposer shall provide all information requested in this Request for Proposal. The proposer must organize its proposal package to address each of the elements in this RFP in the order listed in Proposal Contents Section. 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.
2. 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.
3. 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, a written request for clarification or interpretation must be received by Shari Simonski of the Department of Port Control, preferably by email at: ssimonski@clevelandairport.com, or by writing to Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 by 5:00 local time on October 13, 2011.

B. The City's Rights and Requirements

1. 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.
2. 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.

3. **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, to the extent reasonably possible under the circumstances, 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.
4. **Cleveland Area Business Code.**
 - a. 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:
 - i. Compliance with its proposal representations regarding CSB, MBE, and/or FBE participation in performance of the Agreement;
 - ii. Compliance and cooperation with Project Monitors, whether from the Mayor's Office of Equal Opportunity (the "OEO") or the contracting department;
 - iii. 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
 - iv. 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. 30% completion, 60% completion, 90% completion).
 - b. Failure to Comply. When determining the contractor's future eligibility for a City contract, the City shall consider a contractor's failure to comply with the

representations of its proposal and the requirements under the Code as a failure to faithfully perform a contract.

- c. 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.
- d. The City of Cleveland has established a Cleveland Area Small Business ("CSB") subcontracting goal of ten percent (10%) for professional services and thirty percent (30%) for construction. 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.
- e. 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

Note: The submission of the referenced forms shall be made in a separate sealed envelope clearly marked on the outside. However, prospective CSB/MBE/FBE firms and their anticipated percentages must be identified in the Technical Qualifications portion of the Proposal submittal (see Proposal Contents) and shall indicate the location (complete address) of the sub – consultant(s) sub-contractor(s).

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

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

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

Design/Builder has a dual reporting requirement. Design/Builder will be required to provide subcontractor agreements to the Airport's Enterprise Development Office ("EBED Office"). Additionally, Design/Builder and subcontractors (Non-CSB/MBE/FBE and CSB/MBE/FBE) will be required to enter all payment and invoice information associated with the contract into the PRISM monitoring system (canceled checks and invoices must be scanned and attached to the file). If the Design/Builder fails to fulfill the CSB participation percentages set forth in the RFP, the Design/Builder may be subject to any and all penalties listed in Section 187.20 of the Cleveland Codified Ordinances. The Design/Builder shall be required to undergo PRISM software training from the Airport's EBED Office. Adequate time and staffing shall be provided for this function.

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.

- f. 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.

- g. 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.
- 5. **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").
 - 6. **Execution of a Contract.** The Successful Proposer shall, within 10 business days after receipt of a contract prepared by the City's 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.
 - 7. **"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.
 - 8. **Proposer's Familiarity with RFP; Responsibility for Proposal.** By submission of a RFP, the Proposer acknowledges that it is aware of and understands all requirements, provisions, and conditions in and of this RFP and that its failure to become familiar with all the requirements, provisions, conditions, and information either in this RFP or disseminated either at a pre-proposal conference or by addendum issued prior to the proposal submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful proposer will not relieve it from responsibility for all parts of its Proposal and, if selected for contract, its complete performance of the contract in compliance with its terms. Proposer acknowledges that the City has no responsibility for any conclusions or interpretations made by Proposer on the basis of information made available by the City. The City does not guarantee the accuracy of any information provided and Proposer expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate, or

incomplete information or information not otherwise conforming to represented or actual conditions.

C. 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:
1. Each Design/Build team must provide evidence that it has a minimum of five (5) continuous years of experience in the last seven (7) years in performing Design/Build services for public agencies.
 2. Each Design/Build team must have previous experience in Design/Build services for other airports; or employ a designated staff member with airport experience. The designated staff member should have any required licenses and/or certification.
 3. Teams must possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the Successful Firm at the Airport or elsewhere.
 4. Teams must be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
 5. Teams must demonstrate experience in establishing and maintaining constructive relations with project stakeholders and the community.
- 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.
1. The Successful Firm shall, at its expense and at all times during the performance of Services hereunder, maintain comprehensive general and professional liability insurance. The policies shall be with companies authorized to do business in the State of Ohio and rated "A" or above by A. M. Best Company or its equivalent. The comprehensive general liability insurance policy shall (i) be occurrence type; (ii) name the City as an additional insured; (iii) have limits of not less than a combined single limit of One Million Dollars (\$1,000,000.00) for any one incident and have a deductible of not more than Fifty Thousand Dollars (\$50,000.00) per occurrence and in the aggregate; and (iv) be primary with respect to Successful Firm's general

liability, notwithstanding any other insurance covering City. The insurance policy shall include valuable papers coverage in the amount of One Hundred Thousand Dollars (\$100,000.00).

2. Business automobile liability insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to the landside area of the Airport and a combined single limit of Ten Million Dollars (\$10,000,000.00) for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to the airside area of the Airport. The business automobile liability insurance shall have a deductible of not more than Fifty Thousand Dollars (\$50,000.00) per occurrence and in the aggregate.
3. Professional liability insurance (including errors and omissions) shall have limits of not less than One Million Dollars (\$1,000,000.00) each occurrence and subject to a deductible each occurrence of not more than Fifty Thousand Dollars (\$50,000.00) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services provided under the contract.
4. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
5. Statutory unemployment insurance protection for all of its employees.
6. Maintain such other insurance policies as may be reasonably required by the City.

C. Bond Information

1. Upon execution of the Contract, Design/Build contractor shall furnish to the City separate performance and payment bonds in the penal sum of 100% of the Guaranteed Maximum Price (GMP) amount, or the amount of the Project construction budget if a GMP has not been established as of the date of execution of the Contract, as a guarantee of good faith that the terms of the Contract shall be complied with in every particular. If the GMP established under the Contract is less than the Project construction budget, Design/Builder may furnish a rider to adjust the amount of the bonds to reflect the GMP, and shall reflect the adjusted premium cast appropriately in the general conditions shown as a part of the GMP.
 - a. Said performance bond shall be subject to the approval of the City's Law Director.

- b. The Surety must be licensed to do business within the State of Ohio. A "Certificate of Compliance" issued by the Ohio Department of Insurance shall accompany the performance bond.
 - c. The Surety must have an agent located within the State of Ohio, and the agent shall be identified as part of the bond submittal.
 - d. The Surety shall provide a properly executed power of attorney evidencing the authority of the signatory to execute the bond.
 - e. The Surety must be listed on the current edition of U.S. Treasury Circular 570, and the penal amount of the bond shall be within the limit noted on the circular.
 - f. The Design/Builder's performance bond and the Design/Build Team Surety will be released only when all provisions of the contract and all warranty obligations required by the contract have been fulfilled.
2. Subcontractor Bonds: Each Subcontractor whose Subcontract is greater than \$100,000 shall be required, as a condition of the Subcontract, to execute a similar Performance Bond in the full amount of each Subcontract, naming the Design/Build Team and the City as joint obligees.

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 statements of qualifications.

Cover Letter: A letter to identify Proposer and to state other general information that the Proposer wants to include regarding the business organization. At a minimum the cover letter must include the name, principal address, federal ID number, telephone number, facsimile number and email address of the submitting firm (Proposer).

1. If the Proposer is a corporation, state the full name and title of each of the corporate officers and their experience. The state of incorporation is to be included. If the firm is not an Ohio corporation, a statement advising whether or not the firm is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation will be required to qualify to do business in the State of Ohio prior to the execution of a contract.
 2. If the Proposer is a sole proprietorship state the name of the individual doing business.
 3. If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is active or dormant; whether each partner is a general or limited partner; each partner's experience and the proportionate share of the business owned by each partner. If the Proposer is not an Ohio partnership, a statement advising whether or not the Proposer is qualified to do business in the State of Ohio as a foreign Partnership. A foreign Partnership will be required to qualify to do business in the State of Ohio prior to the execution of a contract.
 4. If a joint venture, state the names of the firms participating in the joint venture and the principal officers of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner. If the Proposer is not an Ohio joint venture, a statement advising whether or not the Proposer is qualified to do business in the State of Ohio as a foreign joint venture. A foreign joint venture will be required to qualify to do business in the State of Ohio prior to the execution of a contract.
- A. **Executive Summary:** The Executive Summary should provide a clear and concise summary of Proposer's background, level of expertise, direct relevant experience and ability to provide and implement a design/build project for the **CLE Parking Redevelopment Project – Phase I** at the Airport developed to meet the requirements of this RFP. The executive summary should make the firms case as the best candidate for the contract. Proposer should structure this section in a manner that allows it to serve as a stand-alone summary when separated from the other sections of the proposal.

- B. **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.
- C. **Qualifications:** The qualifications statement is an opportunity for each Proposer to detail its qualifications, experience and what defines the Proposer and the rest of the Design/Build Team as industry leaders. Proposers may include as much information in this section as is needed to differentiate their Design/Build Team and proposal from the other Proposers. Please include, as a minimum, the following information:
1. Clearly communicate how you meet or exceed the minimum qualifications of the following;
 - a. Minimum qualifications of Design/Builder
 - b. Minimum qualifications of Architect/Engineer of Record
 - c. Minimum qualifications of Demolition Contractor
 2. Describe the nature of your business experience in providing and implementing design/build services for construction projects as described in this Request for Proposal and state the number of persons you currently employ in such operations;
 3. Describe the nature of your business experience in providing and implementing Smart Parking Technology for construction projects as described in this Request for Proposal and state the number of persons you currently employ in such operations;
 4. Describe the nature of your business experience in providing and implementing Sustainable design and construction for construction projects as described in this Request for Proposal and state the number of persons you currently employ in such operations;
 5. Clearly state the total number of such programs and their locations that you have provided and implemented at a facility comparable in size to the Airport within the last five (5) years;
 6. Clearly state your business experience working with City of Cleveland Codes and Ordinances and State of Ohio Building Codes for similar construction projects as described in this Request for Proposal;

7. Give the name, location and date of all agreements for providing and implementing design/build services that have been terminated or canceled within the past five (5) years, prior to the expiration of their contractual term, and also list any judgment terminating, or any pending lawsuits or unresolved disputes for the termination of, such agreements administered by you within the past five (5) years and;
 8. Give the names and addresses of at least three (3) references as to your professional capability. Include the name of the companies, addresses, phone numbers, phone number and provide a contact person and title for the project.
- D. **Project Approach:** Provide a statement discussing your understanding of the design/build opportunity at the , including those factors that are critical to making the opportunity a success. Proposers must provide a detailed discussion of how they will approach this opportunity to ensure that the City's goals and objectives will be realized. The Proposer may include conceptual drawings and renderings to help define their approach and understanding of these project objectives. The Proposer must provide a project schedule based on their understanding of project milestone dates. The Proposal should also identify and discuss key issues impacting the services as defined in this Request for Proposal as well as discuss methods/models that would address key issues. The Proposer must describe the sustainable design and construction features proposed for the project.
- E. **Key Staff:** Proposers should indicate the key staff proposed for this contract, setting forth the specific responsibilities and availability of each proposed key staff person. Indicate the proposed Design/Builder Project Manager for the project, Key Staff of Design Team including Architect and Engineers (Civil, Structural, Mechanical and Electrical) and Field Construction Manager. Provide for each proposed key staff person a one page resume detailing both general experience and specific experience related to the services as defined in this Request for Proposal. Also identify all non CSB/MBE/FBE sub-consultants and sub-contractors and their key roles in the project as well as their individual Project Managers.
- F. **Management Approach:** Provide an organization chart showing all major component units; where the management of this contract will fall within the organization and what corporate resources will be available to support this contract in both primary and secondary or back-up roles. A discussion of cost control related to the location of work and performing project management responsibilities, including participating in meetings and completing work at the Airport for this contract should also be included. Describe the past working relationships of the Design/Build Team. Describe roles and responsibilities of each team member.
- G. **Work Product Samples:** Proposers are to submit a case history for projects which demonstrate the ability of the Design/Build Team to perform design/build services. Case histories should include projects relating to: (i) surface parking lots; (ii) demolition of

similar structures; (iii) use of Smart Parking Technology; and (iv) Sustainability. Be specific as to how and why the Proposer decided to approach the project a certain way. Each case history should address the following elements: (i) concept; (ii) strategy and (iii) supporting tactics (e.g. method for implementation of project). The samples must have been developed within the past three (3) years. In addition, provide examples and discuss in narrative the Proposer's method for implementation of the project in written, graphic and pictorial form.

H. **CSB/MBE/FBE Participation:** Proposers are to submit a summary of all CSB/MBE/FBE sub-consultants/subcontractors on their team and the anticipated percentages for each. Also provide the complete address for the location and contact of each.

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

1. Balance sheet and income statement for the last two (2) fiscal years, audited statements preferred, prepared in accordance with generally accepted accounting principles, consistently applied reflecting the current financial condition of the Proposer as of and for the dates thereof and interim financial statements from the date of the last statement to the date of the proposal. If a publicly held corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission ("SEC") on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last twelve (12) months. Owners of closely held corporations must submit a personal financial statement, current within three (3) months from date of submittal;
2. Ownership structure of the Proposer (If the Proposer is a corporation and the outstanding stock of said corporation is held by fewer than ten (10) individuals, the name and residence address of each stockholder and his/her shares of outstanding stock must be listed.); and
3. Provide three (3) bank and trade references.

J. **Environmental Sustainability:** Describe in detail, through the use of specific examples, how the proposed services/project/solution incorporates environmental sustainability initiatives.

K. **Fee Proposal:** Proposer shall submit its fee proposal for all its services in a separately sealed envelope clearly marked on the outside. Proposer shall follow the itemized breakdown contained in the referenced Fee Proposal Format. Proposer shall provide its best estimate of expenses including, but not limited to, travel and associated expenses. No qualification of the financial offer will be accepted. The fee proposal shall be a firm and final amount including the costs and expenses for all anticipated services.

L. **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.

M. **Supplemental Information:**

1. The City may require a Proposer to further supplement its written Proposal to obtain additional information regarding its Proposal or to meet with the City's designated representatives to further describe the firm's qualifications and abilities.
2. The decision regarding which Proposer(s) will be asked to supplement their Proposal or meet with City representatives is in the Director's sole discretion.
3. Supplements will be utilized for clarification purposes only and the Proposer may not substitute material elements of its written Proposal nor may the Proposer provide previously omitted material. The requested information or meeting shall be respectively furnished or take place at the time and place specified by the City.

N. **Additional Submittal Requirements:** Include any additional information you would like to submit to support your Proposal.

Firms shall complete, execute and return with its proposal the following documents, copies of which are attached to this Request for Proposals:

1. Northern Ireland Fair Employment Practices Disclosure;
2. Federal Taxpayer Identification;
3. Non-Competitive Bid Statement for Calendar Year 2011.

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
1. Qualifications/Experience (Rating up to 17 points)
 2. Project Approach (Rating up to 30 points)
 3. Key Staff (Rating up to 18 points)
 4. Management Approach (Rating up to 25 points)
 5. Work Product Sample (Rating up to 10 points)

Possible Credits for Prime Proposers:

CSB, MBE, or FBE or from a CSB, MBE, or FBE joint venture – optional credit (5%)
LPE, SUBE mandatory credit (Up to 4%)

The ratings are not intended 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.

The City’s OEO Department will evaluate all CSB/MBE/FBE Proposers Forms including Good Faith Effort and determine if the Proposal Passes or Fails.

The technical portions will be reviewed by DPC staff members who will award points as identified above. Summaries of all staff evaluations will be combined and the Proposals will be ranked in order of their score, highest to lowest. The lowest scored Proposal will then be assigned its ranking value of one, the second lowest will be assigned a ranking value of two, etcetera up to the highest technical team.

The Fee Proposals will be opened and verified for accuracy and likewise ranked in order of highest to lowest. The highest fee will be assigned a ranking value of one, the second highest will be assigned a ranking value of two, etcetera up to the lowest fee.

The two rankings for each firm will be weighted first by 60% for the Proposal score ranking and then by 40% for the fee ranking. The sum of the two weighted values will be used to determine the overall ranking of the best submittal for award.

- C. **Evaluation Credit:** For the purpose of comparing competing Proposals only, the City's contracting department may apply an Evaluation Credit of five percent (5%) of the total points awarded for a Proposal received from a CSB, MBE, or FBE or from a CSB, MBE, or FBE joint venture.

The contracting department shall apply evaluation credit according to the following criteria:

1. Where the City has evidence demonstrating past or present discrimination as to participation of MBEs or FBEs in specific types and categories of contracts, a contracting department may apply evaluation credit to a Proposal when the Proposer is a type of MBE or FBE, and proposing to participate in a type and category of contract, for which discrimination has been demonstrated. If a contracting department applies evaluation credit to one or more proposals from a MBE or FBE for a contract, it may not apply evaluation credit to any proposal from a CSB under review for award of that contract.
2. If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit, a contracting department may apply evaluation credit to the proposal of a CSB when the CSB has its principal office physically located within Cleveland's municipal boundaries (a "CCSB"). If it does, no other proposer shall receive such evaluation credit.
3. If the City has no discrimination evidence described in paragraph 1 above permitting it to apply evaluation credit and no proposal from a CCSB, a contracting department may apply evaluation credit to the proposal of a CSB having its principal office physically located outside Cleveland's municipal boundaries but within Cuyahoga County's boundaries (an "RCSB").
4. The City may consider a proposer's location as a factor in selecting a proposal for contract award.

The Contracting Department shall apply an evaluation credit of two percent (2%) to a proposal received from a Local Producer (LPE); two percent (2%) to a proposal received from a Local Food-Producer (LPE); and two percent (2%) to a proposal received from a Local Sustainable Business (SUBE); provided that the maximum total evaluation credit applied under Section 187A.02 (a) shall not exceed four percent (4%). Evaluation credits applied under Section 187A.02 (a) shall be in addition to any credits applied under Sections 187.03 and 187.05.

The maximum cumulative amount of all evaluation credits that may be applied to the proposal under Sections 187.03, 187.05, and 187A.02 shall not exceed nine percent (9%).

- D. **Procedure:** The contracting department may use the total points awarded for a proposal after applying evaluation credit to compare competing proposals to determine the ranking of the proposals. The application of evaluation credits shall not alter the amount of a proposal submitted by a Proposer or of the contract executed based on the proposal. The City will use only the actual proposal upon which the City and the Proposer have agreed for approval and a contract award based on that proposal.
- E. **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.

ATTACHMENTS

OEO NOTICE TO BIDDERS AND SCHEDULES



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

**CLEVELAND AREA BUSINESS CODE
NOTICE TO BIDDERS
&
SCHEDULES**

City of Cleveland

Frank G. Jackson, Mayor

**Natoya J. Walker Minor, Director
Office of Equal Opportunity**

EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b))

Each Contract also shall contain the following equal opportunity clause:

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

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

**City of Cleveland
OFFICE OF EQUAL OPPORTUNITY**

NOTICE TO BIDDERS

1. Introduction:

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

2. Definitions:

As used in this Notice to Bidders and 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, 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.
- (l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) "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.
- (p) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (q) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (q) "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.
- (r) "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.
- (s) "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 \$10,000.

Schedule 1: PROJECT CONTACT INFORMATION FORM

Each Bidder or Proposer must complete, sign and submit Schedule 1, the PROJECT CONTACT INFORMATION FORM. Schedule 1 provides the Office of Equal Opportunity with the necessary contact

information to conduct its monitoring responsibilities. Please include your Federal Tax ID Number, also known as the Employer Identification Number, on Schedule 1.

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Each Bidder or Proposer must complete, sign and submit Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION. List all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract. **Be sure to use the full legal name of each subcontractor.** Also include the contract specification item number(s) on which the subcontractor will participate (Part 1), the work or supplies/materials the subcontractor will provide (Part 2), and the total dollar amount of the subcontract (Part 3). The total dollar amount in Part 3 must be an actual dollar amount, and may not be a range of values or a percentage of the contract. **Please include the Federal Tax ID Number, also known as the Employer Identification Number, for all subcontractors listed on Schedule 2.**

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Each prospective subcontractor must complete, sign and submit Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR. Parts 1 through 3 on each Schedule 3 must correspond with Parts 1 through 4 on Schedule 2 for the appropriate subcontractor. No CSB, MBE, or FBE participation credit will be considered for any subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3. Schedule 3 should be completed by the subcontractor, returned to the Bidder or Proposer, and submitted as part of the bid or proposal.

Schedule 4: CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Each Bidder or Proposer must make a good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals that are established in the bid documents. These subcontracting goals are not quotas, and no bid will be disqualified simply because the Bidder or Proposer fails to meet the goals. If a Bidder or Proposer does not meet the CSB, MBE and/or FBE subcontracting goals, the Bidder or Proposer **must provide an explanation for the failure to meet the goals in Schedule 4**, the Subcontractor Unavailability/Impracticality Certification.

Schedule 4 allows Bidders and Proposers to demonstrate their good faith efforts in finding and soliciting CSBs, MBEs and FBEs to work on City of Cleveland contracts. Failure to complete this schedule fully and completely may impact the evaluation of the bid or proposal.

Failure to submit and accurately complete each OEO Schedule 1-4 may result in the rejection of all or part of the bid or proposal. If a Schedule is not applicable, the Bidder or Proposer should indicate "NA" on the schedule, and **still must sign and submit** the Schedule. 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 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) within the OEO Schedules must be certified with the Office of Equal Opportunity as a CSB prior to the bid opening. Certification applications are available through the Office of Equal Opportunity, and at <http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20Opportunity>

There are two classifications of CSBs:

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

A **Regional Cleveland Small Business (RCSB)** is a CSB located 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 the Cleveland Contracting Market; 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, which are as generally as follows:

Construction

- General building and heavy construction contractors: \$33.5 million
- Special trade construction contractors: \$14 million
- Land subdivision: \$7 million
- Dredging: \$20 million

Manufacturing

- About 75 percent of the manufacturing industries: 500 employees
- A small number of industries: 1,500 employees
- The balance: either 750 or 1,000 employees

Mining

- All mining industries, except mining services: 500 employees

Retail Trade

- Most retail trade industries: \$7 million
- A few (such as grocery stores, department stores, motor vehicle dealers and electrical appliance dealers), have higher size standards, but none above \$35.5 million.

Services

- Most common: \$7 million
- Computer programming, data processing and systems design: \$25 million
- Engineering and architectural services and a few other industries have different size standards.

- The highest annual-receipts size standard in any service industry: \$35.5 million
- Research and development and environmental remediation services: the only service industries with size standards stated in number of employees

Wholesale Trade

For small business Federal contracts: 100 employees, and the firm must deliver the product of a small domestic manufacturer, as set forth in SBA's nonmanufacturer rule, unless [waived](#) by the SBA for a particular class of product. For procurements made under the Simplified Acquisition Procedures of the FAR and where the purchase does not exceed \$25,000, the nonmanufacturer may deliver the goods of any domestic manufacturer.

- For loans and all other programs: 100 employees is applicable for all industries.

Other Industries

- Divisions include agriculture; transportation, communications, electric, gas, and sanitary services; and finance, insurance and real estate.
- Because of wide variation in the structure of industries in these divisions, there is no common pattern of size standards.
- For specific size standards as of January 1 of each year, refer to the size regulations in [13 CFR §121.201](#). SBA's [Table of Small Business Size Standards](#) includes all changes and modifications made since January 1 of the most recent year.

6. CSB Contract Participation

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

The 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 is expected to make a good faith effort to subcontract with certified CSBs in accord with the goals prescribed above. If the goals are not met, the Bidder or Proposer must demonstrate its good faith effort to meet the goals on Schedule 4, the [Subcontractor Unavailability/Impracticality Certification](#). The CSB participation goals are goals, not mandates, but the good faith effort to meet the CSB goals will be considered in awarding the contract.

7. MBE/FBE Certification:

Each Bidder, Proposer or subcontractor representing itself as a Minority Business Enterprise (MBE) or Female Business Enterprise (FBE) within the OEO Schedules must be certified with the Office of Equal Opportunity as an MBE and/or FBE prior to the bid opening.

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 must make a good faith effort to meet them. If the goals are not met, the Bidder or Proposer must demonstrate its good faith efforts in Schedule 4, the Subcontractor Unavailability/Impracticality Certification. Specific MBE and/or FBE participation goals are goals, not mandates, but the City will consider the contractor's good faith effort to meet the MBE and/or FBE goals in approving a contract.

Only those Certified MBEs and/or FBEs that have been designated as eligible to provide participation credit by the Office of Equal Opportunity for a particular type of contract will be counted towards meeting a Bidder or Proposer's MBE and/or FBE Subcontractor participation goal. The Office of Equal Opportunity establishes eligibility for participation credit where the City has developed or obtained a legally sufficient basis in evidence to demonstrate past or present discrimination. The CSB/MBE/FBE Registry identifies which MBEs and FBEs are eligible for subcontractor participation credit. In some circumstances, the participation credit MBE and/or FBE subcontractors will be limited to those MBEs and FBEs that are identified on this list. Bidders or Proposers should carefully examine the ITB or RFP to determine the appropriate subcontracting goals, and the eligible MBE and FBEs.

If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3, the Statement of Intent to Perform as a Subcontractor. Any work re-subcontracted to a non-MBE/non-FBE will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

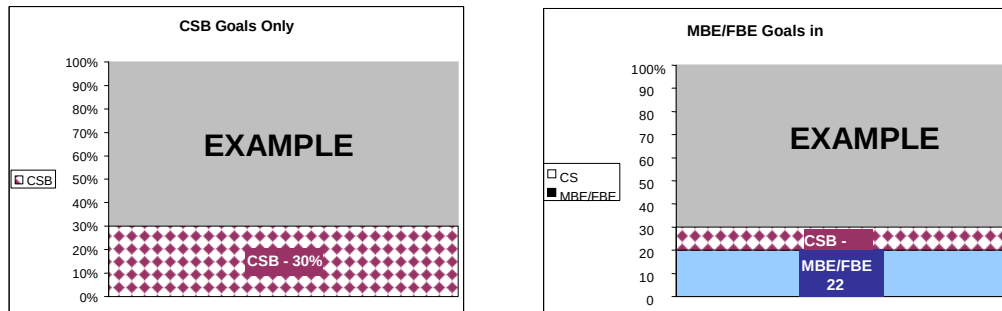
9. CSB Participation Goals When MBE/FBE Goals Are in Effect:

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.

For example, public improvement contracts have a standard 30% CSB subcontractor participation goal. If, however, a public improvement contract also has a goal of 15% MBE subcontractor participation and 7% FBE subcontractor participation, the CSB goal for the contract will be reduced by an equal amount, going

down from 30% to 8%.

Standard CSB Goal	30%
MBE/FBE Goal	-22%
New CSB Goal	8%



In this example, the final subcontracting goals would be 22% MBE/FBE subcontractor participation, and 8% CSB subcontractor participation, equaling the standard 30% overall subcontractor participation goal for public improvement contracts.

10. 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.

11. 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. The CSB/MBE/FBE Registry denotes which MBEs and FBEs are eligible for Evaluation Credits.

12. 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.

(1) 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 185.41C.O.

(2) If a Contractor uses MBE and FBE subcontractors in the performance of a Public Improvement Contract in an amount equal to or greater than offered in the bid, the City shall pay the Contractor any Additional Retainage retained under division (1) of this section upon the Contracting Department director's acceptance of the contract work. If a Contractor uses MBE and FBE subcontractors in the performance of a Public Improvement Contract in an amount less than represented in its bid, the Contractor shall forfeit the amount of Additional Retainage equal to the amount of shortfall in its total

MBE and FBE usage, in addition to any other sanctions or penalties applicable under the Contract or the Cleveland Area Business Code.

(3) If a Contracting Department applies the MBE/FBE subcontracting Bid Discount to a bid that would not have otherwise been the lowest and the Bidder is awarded the Public Improvement Contract, the Contract terms shall prohibit the Contractor from deducting the amount of the Additional Retainage from progress payments to the MBE and FBE subcontractors.

13. 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 CCSB's.

14. CSB Evaluation Credits:

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

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

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

15. 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.

If a Contractor uses CSB subcontractors in the performance of the Public Improvement Contract in an amount equal to or greater than offered in the Contractor's bid, the City shall pay the Contractor any Additional Retainage retained under division (d)(1) of this section upon the Contracting Department director's acceptance of the contract work under division (d) of Section 185.41. If a Contractor uses CSB subcontractors in the performance of a Public Improvement Contract in an amount less than represented in its bid, the Contractor shall forfeit the amount of the Additional Retainage equal to the amount of shortfall in its CSB usage, in addition to any other sanctions or penalties applicable under this Chapter or the Contract.

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

Contract terms shall prohibit the Contractor from deducting the amount of the Additional Retainage from progress payments to the CSB subcontractors.

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

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

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

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

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

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

18. Joint Ventures:

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

19. 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.

For example:

	<u>Area of Certification</u>	<u>Type of Work Subcontracted</u>	<u>Credit Given</u>
Firm 1	General Contracting	Plumbing	None
Firm 2	General Contracting and Plumbing	Plumbing	Full

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152. Detailed Regulations and additional copies of these Schedules are available upon request.



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. If any Schedule 1 through 4 is not applicable, please mark the Schedule that is not applicable "N/A", and be sure to sign and submit the Schedule with the bid or proposal package.

Schedule 1: Project Contact Information Form

- ☐ Did you correctly calculate the subcontracting dollars and percentages for CSB, MBE and FBE subcontractors?
- ☐ Is the form complete and signed?

Schedule 2: Schedule of Subcontractor Participation

- ☐ Did you specify the total dollar amounts for each subcontract?
- ☐ Did you specify whether each subcontractor will be providing "work" or "supplies"?
- ☐ 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?
- ☐ Did the subcontractor specify whether it is providing "work" or "supplies"?
- ☐ If applicable, has the re-subcontracting section been completed?
- ☐ Is the form complete and signed by the subcontractor?

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

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



SCHEDULE 1 PROJECT CONTACT INFORMATION FORM

Bidder/Proposer Name

Project Name

Part I: Bidder Information

Contractor's Full Legal Name:		Are you Certified with the Office of Equal Opportunity? Check all that apply:	
Contractor's Address:		☐ CSB	☐ MBE
City:		Federal Tax ID Number (EIN):	
Contractor's Principal Officer Name:		State:	
Contractor's Authorized OEO Representative Name:		Phone Number:	
Contractor's Email Address:		Phone Number:	

Part II: Evaluation Summary

	Total Dollar Amount	% of Contract
CSB Participation:		
MBE Participation:		
FBE Participation:		

Signature: _____ Date: _____
Bidder/Proposer Representative

Title



SCHEDULE 2 SCHEDULE OF SUBCONTRACTOR PARTICIPATION

List ALL PROSPECTIVE SUBCONTRACTORS that will be participating on this contract. The Bidder or Proposer is responsible for verifying that each CSB, MBE and FBE Subcontractor listed is certified to perform the particular type of work they are expected to perform on the contract. If you need additional space, please attach additional pages as necessary.

Bidder/Proposer Name					Project Name				
Subcontractor	C S B	M B E	F B E	O t h e r	Address	Fed Tax ID # (EIN)	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS
									\$
									\$
									\$
									\$
									\$
									\$
									\$

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

Signature: _____ Date: _____
Bidder/Proposer Representative

Title



SCHEDULE 3

STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

To: _____

Bidder/Proposer Name

Project Name

- ☐ CSB
☐ MBE
☐ FBE

Have you been notified by the Office of Equal Opportunity that you have met the annual subcontracting participation maximum for this calendar year?

- ☐ Yes
☐ No

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

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

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

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

RE-SUBCONTRACTING

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

- ☐ Yes (If Yes, fill out Sections A, and B)
☐ No

A. _____
Name of Re-Subcontracted Company

- ☐ Majority-Owned Business
☐ CSB
☐ MBE
☐ FBE

B. Description work or Supplies/Materials: _____ Dollar Amount: \$ _____

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.

Prospective Subcontractor Name

Authorized Representative:

Signature:

Title:

Date:



SCHEDULE 4
CSB/MBE/FBE SUBCONTRACTOR
UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

Bidder/Proposer Name

Project Name

Note: Prime contractors are expected to use good faith efforts in utilizing CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the prescribed CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in finding and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

Section A:

Please check one of the following:

- ☐ 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.
- ☐ 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

If Box 1 is checked, no further documentation is necessary. Where Box 2 is checked, the Prime Contractor must provide a detailed explanation in Section B.

Section B:

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor **did not meet** the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

- ☐ 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. **Please use the unavailability letter codes found on the following page.**

CONTACTED CONTRACTOR	PROPOSED WORK/SUPPLIES	REASON FOR UNAVAILABILITY	DATE OF CONTACT	DATE RESPONSE RECEIVED
1.				
2.				
3.				
4.				
5.				

- ☐ 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.**

Signature: _____ Date: _____
Bidder/Proposer Representative

Title



SCHEDULE 4
CSB/MBE/FBE SUBCONTRACTOR
UNAVAILABILITY/IMPRACTICALITY CERTIFICATION

REASONS FOR MBE/FBE SUBCONTRACTOR UNAVAILABILITY

Instructions:

You may insert in Schedule 4, under the column *Reasons for Unavailability*, all letters identifying the reason why each prospective subcontractor listed on Schedule 4 was unable to prepare a bid or unavailable to participate on the City contract for which you are bidding.

Example Reasons for Unavailability

- A. Subcontractor did not respond to the Bidder's request for a quotation.
- B. Subcontractor responded to the Bidder's request but not as to the type of work or supplies for which requested.
- C. Subcontractor does not perform the specific work or furnish the specific supplies the Bidder requested, as part of the type(s) of work or supplies for which OEO has certified it as a CSB/MBE/FBE.
- D. Subcontractor is unavailable because its workforce is or will be fully employed on other work during time of contract performance.
- E. Subcontractor stated it had insufficient time or information on which to prepare a bid.
- F. Subcontractor's bid price(s) were too high to be competitive (Explain in detail).
- G. Other. (Explain in detail)

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number								
			+			+		
or								
Employer identification number								
			+					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

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

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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.

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 recipient 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 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include 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 4 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 regarding partnerships* on page 1.

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" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business 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.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

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-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., 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 www.socialsecurity.gov. 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 www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.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. Writing "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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

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.

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:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal 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 regarding partnerships* on page 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

NON-COMPETEITIVE BID CONTRACT STATEMENT FOR CALENDAR YEAR 2011



**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2011
(ALL DEPARTMENTS/OFFICES)**

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

Entity Name: _____
Entity's Mailing Address: _____

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

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

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

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

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

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

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

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

_____ SOLE PROPRIETORSHIP	_____ TRUST
_____ INCORPORATED PROFESSIONAL ASSOCIATION	_____ ESTATE
_____ UNINCORPORATED ASSOCIATION	_____ PARTNERSHIP
_____ LIMITED LIABILITY COMPANY	_____ JOINT VENTURE

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

PLEASE READ PARAGRAPHS (A) and (B) and mark the appropriate paragraph. If paragraph (B) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2011 unless Council makes a direct award.

- _____ (A) NO ONE PRINCIPAL of the above named entity made one or more contributions to the Mayor or the Mayor's Committee between January 1, 2009 and December 31, 2010 that totaled in excess of \$1,000.00 per individual. (This paragraph also applies if no principal of the above-named entity made any contributions to the Mayor or the Mayor's Committee).
- _____ (B) ONE OR MORE PRINCIPALS of the above named entity made, as individual(s), one or more contributions to the Mayor or the Mayor's Committee between January 1, 2009 and December 31, 2010 that totaled in excess of \$1,000.00.

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

_____ NON-PROFIT CORPORATION _____ FOR-PROFIT CORPORATION
_____ BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

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

PLEASE READ PARAGRAPHS (A) (B) (C) and (D) and mark the appropriate paragraph. If paragraph (C) is checked, the City of Cleveland is prohibited by Section 3517.13 of the Revised Code from awarding a non-competitively bid contract over \$500.00 to the entity during calendar year 2011 unless Council makes a direct award. If paragraph (D) is checked, the City of Cleveland is prohibited by Section 3599.03 from awarding a contract to the non-profit corporation.

- _____ (A) NO INDIVIDUAL or entity owned more than 20% of the corporation or business trust between January 1, 2009 and December 31, 2010.
- _____ (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, 2009 and December 31, 2010 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, 2009 and December 31, 2010 that totaled in excess of \$1,000.00 individual.
- _____ (D) FUNDS OF THE NON-PROFIT CORPORATION were contributed to the Mayor or the Mayor's Committee at any time.

GO TO SECTION IV.

SECTION IV. TO BE COMPLETED BY ALL ENTITIES.

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

Print Name _____ Print Title _____
Signature _____ Date _____
Telephone No. _____
(Area Code)

STATE OF _____)
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 same is (his/her) free act deed, personally and as duly authorized representative of _____, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public _____
Date _____

FOR MAYOR'S OFFICE USE ONLY

_____ ELIGIBLE _____
_____ INELIGIBLE _____
DATE _____

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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 services for use by the City for a period of two (2) years.

CHECK WHICHEVER IS APPLICABLE:

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

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

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

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.

LOCAL PRODUCER/LOCAL SUSTAINABLE BUSINESS ORDINANCE

Ordinance No.1660-A-09

(As a substitute for Ord. No. 1660-09)

**Mayor Jackson and
Council Member Cimperman**

AN ORDINANCE

To supplement the Codified Ordinances of Cleveland, Ohio, 1976, by enacting new Sections 187A.01 to 187A.06 and 187A.99, relating to the Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code.

WHEREAS, large purchasers of goods and materials such as the City of Cleveland can strengthen the regional economy by procuring a greater percentage of their purchases from local businesses; and

WHEREAS, purchasing local products will reduce the City of Cleveland's carbon footprint by reducing the distance that goods travel from factories and farms to the city, thereby decreasing the amount of harmful emissions; and

WHEREAS, the Greater Cleveland region has a vibrant manufacturing, industrial, and food production history and we are continuing to strengthen our local economy by supporting local producers; and

WHEREAS, purchasing local goods and materials will increase the City of Cleveland's self-reliance and resiliency, as well as acting as a model for local purchasing policies that support both local and regional business development and economic growth; and

WHEREAS, encouraging local businesses to follow sustainable practices will expedite their participation in high-growth sectors of the economy such as renewable energy, recycling, green building, zero waste and other sustainable businesses, which in turn will encourage more graduates to remain in the Greater Cleveland region and attract new talent to the region; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND:

Section 1. That the Codified Ordinances of Cleveland, Ohio, 1976, are supplemented by enacting new Sections 187A.01 to 187A.06 and 187A.99, to read as follows:

Ordinance No.1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

CHAPTER 187A LOCAL PRODUCER, LOCAL-FOOD PURCHASER, AND SUSTAINABLE BUSINESS PREFERENCE CODE

Section 187A.01 Definitions of Terms

As used in this Chapter, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering or proposing to contract with the City respectively in response to an invitation to bid or to a request for proposals.
- (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 determining 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) "Commercially Useful Function" means when a Local Producer or Local-Food Purchaser:
 - (1) Assumes the actual and contractual responsibility for furnishing the supplies or materials;
 - (2) Is recognized as a provider of the contracted supplies and materials by the industry involved;
 - (3) Owns or leases a warehouse, yard, building or other facilities for stocking inventory or otherwise conducts business in a manner which is usual and customary in the industry and market for the supplies or materials; and
 - (4) Distributes, delivers, and services products primarily with its own staff and/or equipment.
- (f) "Commissioner" means the Commissioner of Purchases and Supplies or the Commissioner's designee.
- (g) "Contract" means a binding agreement executed on or after the effective date of this Local Producer, Local-Food Purchaser, and Sustainable Business Preference 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

Ordinance No.1660-A-09

(As a substitute for Ord. No. 1660-09)

**Mayor Jackson and
Council Member Cimperman**

Incentive in any form for or in connection with any work, project, or public purpose including, but not limited to, a contract for the:

- (1) Construction of any public improvement, including change orders or subsidiary agreements approved by the City during the performance of such Construction;
- (2) Purchase of personal property;
- (3) Purchase of any supplies, equipment or services; or
- (4) Lease of any personal property.

"Contract" shall include a binding agreement, funded or benefited by the City, between a party to a Contract and a third party, but shall exclude contracts with other public entities, except as provided in Section 187.09.

(h) "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.

(i) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract and shall include a Person in privity of contract with a Contractor for implementation of a Contract.

(j) "Director" means the official authorized to enter into a Contract on behalf of a particular Contracting Department.

(k) "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.

(l) "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 shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.

(m) "Local Food" means and includes food that is grown, extracted, produced, recycled or manufactured within the Local Contracting Market.

(n) "Local Producer, Local-Food Purchaser, and Sustainable Business Preference Code", "Preference Code", "Code" or "Chapter" means all of the provisions of this Chapter 187A of the Codified Ordinances of Cleveland, Ohio, 1976.

Ordinance No.1660-A-09

(As a substitute for Ord. No. 1660-09)

Mayor Jackson and
Council Member Cimperman

(o) "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.

(p) "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.

(q) "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.

(r) "OEO Director" means the Director of the Office of Equal Opportunity of the City.

(s) "Person" means and includes a natural person, a Business Enterprise or other entity, unless the context or usage requires otherwise.

Section 187A.02 Preference for Local Producers, Local-Food Purchasers, and Sustainable Businesses

(a) Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer; two percent (2%) to a bid received from a Local Sustainable Business; and two percent (2%) to a bid received from a Local-Food Purchaser; provided that the maximum total Bid Discount applied under this division (a) shall not exceed four percent (4%). Bid

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Discounts applied under this division (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied to a bid under this division (a) shall not exceed \$50,000.00, provided, however, that the maximum cumulative amount of all Bid Discounts applied to the bid under this division (a) and under Sections 187.03 and 187.05 shall not exceed \$75,000.00.

(b) Application of Evaluation Credit - A Contracting Department shall apply an Evaluation Credit of two percent (2%) of the total points awarded for a proposal received from a Local Producer, two percent (2%) of the total points awarded for a proposal received from a Local Sustainable Business, and two percent (2%) of the total points awarded for a proposal received from a Local-Food Purchaser; provided that the maximum total Evaluation Credit applied under this division (b) shall not exceed four percent (4%).

Section 187A.03 Duties of Director of Office of Equal Opportunity: Compliance Monitoring

(a) In addition to those duties specified in Section 123.08 and Section 187.02, the OEO Director, through the Office of Equal Opportunity employees as necessary, shall implement and enforce the provisions of this Code. The OEO Director's duties shall include, but not be limited to:

(1) Reviewing all submittals and other information required or necessary under this Code to determine whether a particular Person qualifies for certification or approval as a Local Producer or a Local-Food Purchaser or a Local Sustainable Business and is in compliance with this Code;

(2) Notifying an affected Contracting Department that the certificate or approval pertaining to a particular person is or is not currently effective with respect to the matters for which the same were issued;

(3) Initiating and receiving complaints of non-compliance with this Code; and

(4) Investigating complaints pertaining to non-compliance with this Code and recommending appropriate sanctions.

(b) The OEO Director shall monitor a Contractor's compliance with its bid representations of its qualification(s) as a Local Producer or Local-Food Purchaser or Local Sustainable Business during the performance of a Contract it was awarded because of applying a Bid Discount or Evaluation Credit under Section 187A.02. If the OEO Director determines that there is cause to believe that a Contractor failed to qualify as a Local Producer or Local-Food Purchaser or Local Sustainable Business as represented in its bid or proposal, the OEO Director shall notify the Contractor of the apparent breach of or default under the contract. The OEO Director may require a Contractor or Bidder to submit such reports, information and documentation as reasonably necessary to determine its status as a Local Producer or Local-Food Purchaser or Local Sustainable Business in the performance of its Contract.

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(c) The OEO Director shall maintain complete and accurate records of the use of Local Producer's or Local-Food Purchaser's or Local Sustainable Businesses' goods, materials, supplies, or services in performance of the Contracting Department's Contracts, including the dollar value of orders supplied by Local Producers or Local-Food Purchasers or Local Sustainable Businesses, the nature of the goods, materials, supplies, or services provided, and the name and address, and the qualifications of each Local Producer or Local-Food Purchaser or Local Sustainable Business as such.

Section 187A.04 Sanctions for Noncompliance

If the OEO Director determines that a Contractor is in breach or default with respect to any representation regarding its status as a Local Producer or Local-Food Purchaser or Local Sustainable Business when the Contractor would not have been the lowest bidder or recommended proposer for a Contract but for application of any Bid Discount(s) or Evaluation Credit(s) based upon that status, the OEO Director, in addition to other remedies available with respect to the foregoing or other defaults under any Contract in question, may recommend that the Contracting Department Director cancel the contract and declare a forfeiture of any performance bond.

Section 187A.05 Responsibilities of Commissioner and Contracting Departments

The Commissioner and each Contracting Department shall:

- (a) Endeavor to maximize the purchase of Local Producers, Local-Food Purchasers, and Local Sustainable Businesses goods, materials, supplies, or services in Contracts of \$10,000 or less; and
- (b) Develop lists of Local Producers, Local-Food Purchasers, and Local Sustainable Businesses for whose goods, materials, supplies, or services the City typically contracts.

Section 187A.06 Contracts with Other Governmental Entities as Contractors

Contracts or other agreements between the City and other political subdivisions, governmental, or quasi-governmental agencies, under which those entities receive money from or through the City for the purpose of contracting with Business Enterprises to perform projects in the City, shall encourage Business Enterprises to comply with the provisions of this Chapter in awarding, administering, and implementing the contracts.

Section 187A.99 Violations; Penalty

- (a) No Person shall willfully falsify, conceal or cover up by a trick, scheme, or device a material fact, or make any false, fictitious, or fraudulent statements or representations or make use of any false writing or document knowing the same to

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contain any false, fictitious, or fraudulent statement or entry in any matter administered under this Chapter.

(b) No Person shall fraudulently obtain, attempt to obtain, or aid another Person fraudulently obtaining or attempting to obtain a Local Producer's or Local-Food Purchaser's or Local Sustainable Business' Bid Discount or Evaluation Credit.

(c) Any Person who violates the provisions of this section is guilty of a misdemeanor of the first degree.

(d) In addition to other remedies available with respect to violations of divisions (a) and (b) of this section, the OEO Director may recommend to a Contracting Department Director, and a Contracting Department Director may:

(1) Recommend to the Director of Law that the City take such legal action, whether civil or criminal, as the Director of Law deems appropriate;

(2) Disqualify a Bidder, Contractor, or other Business Enterprise from eligibility as Contractor, subcontractor, or Local Producer or Local-Food Purchaser or Local Sustainable Business for providing goods, materials, supplies, or services to the City for a period not to exceed two (2) years; or

(3) Make a claim for payment of damages, including but not limited to any liquidated damages specified in the Contract.

Section 2. That Sections 187A.01 to 187A.06 and 187A.99 of the Codified Ordinances of Cleveland, Ohio, 1976, shall take effect and be in force sixty (60) days after passage of this ordinance.

Section 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

**JBH:RFH:nl
01-25-10**

FOR: Mayor Jackson

INVITATION LETTER MAILING LISTS

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Request for Proposal – CLE Parking Redevelopment Program
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Request for Proposal – CLE Parking Redevelopment Program
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