

Recycling Surplus Electronic and Computer Equipment



CITY OF TOLEDO

INFORMAL BID

Recycling Surplus Electronic and Computer Equipment

DUE:

July 12, 2011 at 2:00 PM

BIDDER MUST COMPLETE THE FOLLOWING:

NAME OF COMPANY OFFICIAL

OFFICIAL'S SIGNATURE

NAME OF COMPANY

ADDRESS

CITY, STATE & ZIP

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

Recycling Surplus Electronic and Computer Equipment

The City of Toledo is the owner of computer and electronic equipment (e.g., laptops, telephones, printers, etc.) that is no longer usable on the City's network. This equipment is surplus City property and not needed for a municipal purpose. The equipment may still have some market value; however, the Department of Information and Communications Technology (ICT) and the Commissioner of Purchasing have followed the guidelines of Toledo Municipal Code 187.18 and would like to enter into contracts, with the option to renew same, with recycling companies that will resale or properly dispose of the surplus electronic and computer equipment. This will be a two year with three additional annual options to renew.

1.0 Proposal Opening

The proposal submittal is scheduled for **2:00 p.m. on July 12, 2011**. All sealed proposals received after this time and date, for any reason, will be rejected. The opening of the sealed proposals will take place at the City of Toledo, Division of Purchasing, and Supplies.

2.0 Administrative Requirements

By submitting a proposal, the vendor will be held accountable for knowing the specifications and conditions under which this contract will be accomplished. This includes the contents of all proposal documents, regulations, and applicable laws.

- a. Each proposal will be submitted in a clearly marked sealed container or envelope, with the project title, date and time of proposal opening marked clearly on the outside of the package. The vendor needs to submit one copy with one original. All proposals must be sent to:

**Commissioner of Purchasing
City of Toledo
Division of Purchases and Supplies
One Government Center
Suite 1970
Toledo, Ohio 43604**

Faxed transmissions of the proposal are unacceptable. Sealed proposals received through the mail after the specified date and time will be returned.

City of Toledo reserves the right to postpone the proposal opening for its convenience. Vendors are required to submit pricing in the format specified on the Proposal Response Forms (Section A and Section B). When there are errors in multiplication or addition in a proposal, the unit price quoted will be used for calculating the correct total proposal. If the error is in the unit price, the proposal will be automatically disqualified.

City of Toledo may make this award as a whole or on a partial basis, based on the individual bid specifications. The partial award is not limited to quantity.

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The City of Toledo does not obligate itself to purchase the full quantities indicated and the unit price proposal must be effective if purchase is less. Conversely, the City's requirements may be in excess of the quantities shown and the successful vendor shall be required to furnish all requirements under the specification at the unit price proposal for an agreed period of time.

City of Toledo does not assume any late payment penalties. No condition will alter this statement.

Questions regarding the technical specifications outlined in this RFP should be directed in writing to:

Ms. Valerie L. Robertson

Voice: (419) 245-1493

Director

Fax: (419) 245-1475

Department of Information and Communications Technology

City of Toledo

Suite 340

One Government Center

Toledo, Ohio 43604

valerie.robertson@toledo.oh.gov

Questions regarding bid procedures, affidavits, and bid responses in this informal bid should be directed in writing to:

Mr. Bryan Benner

Voice: (419) 245-1194

Commissioner

Fax: (419) 245-1013

Division of Purchasing

City of Toledo

Suite 1900

One Government Center

Toledo, Ohio 43604

bryan.benner@toledo.oh.gov

Vendors should carefully review all elements of their informal bids. Once an informal bid is opened, it may not be altered. Each response in regard to this informal bid shall be completed, self-contained, and meet the requirements of the informal bid. The City may initiate clarifications after the reviewing the informal bids. However, these clarifications will not constitute an alteration of the bid submitted.

Any deviations from the specifications must be clearly detailed on the Additional/Exception form. (Section B)

There will be no incidental charges for services. If City of Toledo has left any information out of these specifications where the Vendor would foresee additional charges/fees, vendor must include that information on the attached exception form.

Additional information, such as brochures, glossies, and or promotional materials, is to be provided in a separate section at the back of the response.

Recycling Surplus Electronic and Computer Equipment**3.0 Bid Alterations, Amendments, and Alternate Bids**

Alterations, additions (alternate bids), or exceptions to the specifications contained herein must be stated in Section B.

4.0 Taxes

City of Toledo is exempt from and does not pay local, state or Federal taxes. If requested, the selected bidder will be furnished with an exemption certificate.

5.0 Permits/Codes

The selected bidder is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or bidder shall have obtained a legal waiver.

6.0 Compliance with the Law

The bidder must agree to comply with all applicable Federal, state, and local laws in the conduct of the work specified in this informal bid including applicable state and Federal laws regarding drug-free work places. The bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other taxes or payroll deductions required for all employees engaged by the bidder in the performance of the work specified in this informal bid.

7.0 Contract Administration

The City of Toledo Director of Information and Communications Technology will administer the contract.

8.0 Pricing

Bidders are expected to quote for reselling or recycling surplus electronic and computer equipment in Section A. The successful bidder will not change specifications or equipment, however, should the bidder receive a decrease in overall costs associated with the commodity, this provision shall allow for modification of the existing contract to decrease the price.

It is the City's intent to establish a contractual arrangement for the specified commodities. Bidders must utilize specifications supplied in this document contained with Section A.

There will be no incidental charges for equipment. If City of Toledo has left any information out of these specifications where the Bidder would foresee additional charges/fees, the bidder must include that information on the exception sheet found in Section B.

Recycling Surplus Electronic and Computer Equipment**9.0 SCOPE**

The City of Toledo is the owner of computer and electronic equipment (e.g., laptops, telephones, printers, etc.) that is no longer usable on the City's network. This equipment is surplus City property and not needed for a municipal purpose. The equipment may still have some market value. The Department of Information and Communications Technology is requesting an informal bid that will be used to enter into contracts, with the option to renew, with recycling companies that will resell or properly dispose of the surplus electronic and computer equipment and provide documentation as specified in Section A.

In the event that the surplus equipment can be resold the recycle company will provide revenue back to the City of Toledo as specified in Section A.

Section A. outlines the criteria and standards that bidder must be able to meet or exceed.

References

Please provide three references where you have provided similar services that you are offering.

10.0 COST

The bidder shall provide the cost for reselling or recycling electronic and computer equipment in Section A. All possible costs must be included, including but not limited to transportation costs and fees. Any additional costs must be identified in Section B. The City shall not be responsible to pay any costs not included in the amounts submitted on the Pricing Information form. The bidder shall provide

11.0 CANCELLATION

The bidder shall identify any cancellation process and fee(s) imposed during the term of the contract in Section A

Recycling Surplus Electronic and Computer Equipment**12.0 SECTION A****CRITERIA INFORMATION FORM**

Please provide the appropriate response to each question:

1. Does your company have any of the following professional certifications pending or acquired (NAID, ISO14001, R2, RIOS, etc.). Please explain the status of each.

Answer: _____

Answer: _____

Answer: _____

Answer: _____

2. Is your organization willing to dispose of all of City's surplus equipment? If not, what specific items are you willing to pick up?

Answer: _____

3. Are you willing to pick up small loads of surplus electronics and other sensitive materials on an on-call basis from multiple locations? Please provide an example.

Answer: _____

4. Do you have a documented certified chain of custody for sensitive materials, including hard drives, paper, discs and other data storage media? Please provide an example.

Answer: _____

5. Will you provide an inventory of the items taken and a final record of the equipment resale or destruction?

Answer: _____

6. Do you have an inventory control system in place to track both total collection and resale/revenue sharing items? Please provide an example.

Answer: _____

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7. Do you have proven track record in resale/auction process? If so please provide documentation.

Answer: _____

8. Please identify in Section B any additional information that the City needs to provide to your organization to make an offer.

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PRICING SHEET

1. Will there be a cost to pick up the surplus equipment? What will it be? (Example: \$10 per load, per location or per hour)

Answer: _____

2. Will you provide a portion of the revenue that you receive from our surplus electronic and computer equipment if you are able to sell them? If so, what would that portion amount to?

Answer: _____

13.0 SECTION B

ADDITON / EXCEPTION FORM

[illegible]

**NOTICE
GOODS & SERVICES CONTRACT**

YOUR BID OR PROPOSAL SUBMITTED TO THE CITY OF TOLEDO MUST HAVE THE FOLLOWING **FORMS** COMPLETED AND ATTACHED AT THE TIME OF BID OPENING OR PROPOSAL SUBMISSION:

1. ACKNOWLEDGMENT AND ACCEPTANCE OF CONTRACT SPECIFICATIONS, INSTRUCTIONS TO BIDDERS, AND BID SHEET, OR REQUESTS FOR PROPOSALS, INCLUDING ALL ADDENDA (if any)
2. CONTRACT AFFIDAVIT: Business Entity, Local Preference, Living Wage, Prevailing Wage Rate, Non-Collusion, Tax Compliance, Public Utility Compliance.
3. AFFIRMATIVE ACTION/CONTRACT COMPLIANCE CERTIFICATES (Good Faith Effort Acknowledgement, MBE Goal Commitment Affidavit, Current Employment and BEO Compliance)
4. BID GUARANTY (not applicable to Proposals)

FAILURE TO SUBMIT THE ABOVE FORMS COMPLETED MAY RESULT IN YOUR BID OR PROPOSAL BEING REJECTED.

THE FOLLOWING FORMS BELOW WILL BE REQUIRED PRIOR TO AWARDING A CONTRACT:

1. MBE PARTICIPATION/INCLUSION DOCUMENTATION; PRIMARY CONTRACTOR SUBCONTRACTOR CERTIFICATES
2. CERTIFICATES OF INSURANCE (per Insurance Requirements)
3. CURRENT WORKERS' COMPENSATION CERTIFICATE (per Insurance Requirements)
4. COMPLETE GOODS & SERVICES CONTRACT (as approved by City of Toledo and substantially in the form included in the bid packet, including, without limitation, all documents referenced in this Notice)
5. TOLEDO MUNICIPAL INCOME TAX COMPLIANCE
6. COURT-ORDERED CHILD SUPPORT COMPLIANCE AFFIDAVIT and CERTIFICATION OF SUBSTANTIAL COMPLIANCE WITH COURT-ORDERED OR AGENCY-ORDERED CHILD SUPPORT.

NOTE: These forms must be provided within seven (7) business days after City's Purchasing Division Commissioner advises you in writing (or email) of the recommendation for the Bid or Proposal award.

ACKNOWLEDGMENT AND ACCEPTANCE OF
CONTRACT SPECIFICATIONS, INSTRUCTIONS TO BIDDERS, AND BID SHEET
OR REQUEST FOR PROPOSALS,
INCLUDING ALL ADDENDA

The undersigned, duly authorized representative of the Contractor submitting the accompanying bid or proposal, hereby acknowledges receipt and acceptance of any and all contract specifications, instructions to bidders, bid sheets, or request for proposals, as the case may be, including all addenda (if any) thereto, issued by the City of Toledo that are the subject of the accompanying bid or proposal.

The undersigned agrees to clearly call-out in its bid or proposal any deviations from any portion of said contract specifications, instructions to bidders, bid sheets, or request for proposals, as the case may be, including all addenda.

[CONTRACTOR]

By: _____
Name: _____
Its: _____
Date: _____

CONTRACT AFFIDAVIT

State of: _____

} ss:

County of: _____

The undersigned, _____ being first duly sworn, deposes and
says that he/she is the _____ of _____ ("Company")
(Authorized Officer) (Owner, Partner, President, etc.) (Company Name)

being authorized by and being granted the authority on behalf of said Company to execute a valid, binding and legally enforceable contract with the City of Toledo and to induce the City of Toledo to enter into a contract with said Company hereby states and represents all of the following:

Business Entity

- (1.) Our Company is a (*check one*): (a) _____ sole proprietorship; (b) _____ partnership; (c) _____ limited partnership; (d) _____ corporation (for profit); (e) _____ corporation (not-for-profit); (f) _____ limited liability company; (g) _____ other, _____
(specify)

organized under the laws of the State of _____
(specify)

Local Preference – (TMC 187.34)

- (2.) Our Company's principal place of business is:

(Street Address)

(City)

(State)

(Zip Code)

Our Company qualifies for a Local Preference because: (*initial all that apply*)

- (A.) _____ our principal place of business is located in Toledo;
(B.) _____ we have a non-Principal Place of Business located in Toledo having an address of: _____
(C.) _____ we are located Lucas County having an address of: _____
(D.) _____ we are in the Northwest Ohio County Area of Williams, Defiance, Fulton, Henry Wood, Ottawa, Sandusky, Seneca and Erie).

Living Wage – (TMC 187.36-.40)

(3.) *(Initial both paragraphs (a) and (b) or the exemption(s) set forth in paragraph (c):*

(a) _____ Any person who is an employee of our Company or any employee working for a subcontractor of our Company who is directly working under this contract with the City of Toledo will be paid a "living wage" of no less than \$11.67 per hour, or 110% of the updated federal poverty level for a family of four, whichever is greater; and

(b) _____ Our Company and/or any of our subcontractors will either 1) make available single coverage health benefits that do not cost the employee more than 15% of the employees' monthly wages, except to those employees within an established probationary period that does not exceed sixty work days, or 2) in lieu of making available single coverage health benefits, the employee will be paid a living wage of no less than \$13.79 or 130% of the updated federal poverty level for a family of four, whichever is greater;

or

(c) Our Company qualifies for one or more of the exemptions to the Living Wage requirements because: *(Initial all of the exemption(s) that qualify)*

- (1) _____ our Company employs fewer than 25 persons;
- (2) _____ our Company employs only seasonal employees, interns or volunteers;
- (3) _____ our Company is a nonprofit organization whose sole purpose is to provide cultural, social or educational services;
- (4) _____ our Company pays employees the prevailing wage rate, or a wage rate pursuant to the Davis-Bacon act;
- (5) _____ our Company, in connection with this contract, is a recipient of Community Development Block Grant funding;
- (6) _____ our Company is a financial assistance recipient of the City of Toledo with fewer than 50 employees;
- (7) _____ our Company is an organization whose primary mission is to provide job readiness and training services and whose sole purpose of requesting funding is to provide these services;
- (8) _____ our Company qualifies for the Mayor's exemption for economic and community development purposes.

Our Company further certifies that 1) there shall be no retaliation against any employee of our Company or our subcontractors who claim violation of the provisions of the Living Wage ordinance or reports or testifies regarding an alleged violation; 2) our Company will post a notice provided by the City of Toledo stating that the employees may be subject to this Living Wage ordinance, and 3) our Company will twice yearly give our employees a notice stating that the employee may be subject to the Living Wage ordinance and explaining the current living wage amount both with and without single medical coverage.

Our Company further certifies that if any change(s) occur that would either change an exemption or qualify the Company for an exemption, our Company will provide written notification of the change(s) immediately to the City of Toledo.

**These rates are subject to change annually per the federal poverty line adjustment*

**Prevailing Wage Rate – (TMC 187.12(b) and ORC 4115 or Toledo ORD #772-03
and US Code 29 CFR 5.5)**

(4.) That the minimum hourly wage rates paid by our Company and our subcontractors for skilled and common labor performed under this contract will be in accordance with the applicable provisions of TMC 187.12(b), Ohio Rev. Code 4115 and the Schedule of Prevailing Hourly Wage Rates ascertained and determined by the Department of Commerce, State of Ohio for the industry involved, for the Toledo area, in effect at the time of the contract bid advertising date, as same may be updated from time to time for the duration of the contract. Likewise, when applicable (ie federally funded projects) pursuant to Toledo Ordinance 772-03 and US Code 29 CFR 5.5, the Davis Bacon prevailing wage rate shall be paid by our company and our subcontractors. The undersigned Company acknowledges that the designated Prevailing Wage Coordinator for the City of Toledo in accordance with Ohio Rev. Code 4115.071 is noted in the Bid Advertisement.

Our Company further certifies that no rebates or deductions for any wages due any person have been directly or indirectly made other than those allowed by law.

Non-Collusion – (TMC 187)

(5.) Our Company further certifies that the price(s) and amount of our bid has been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder. Neither the price(s) or the amount of our bid, and neither the approximate price(s) nor approximate amount of our bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening. No attempt has been made or will be made to induce any entity or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid. Our bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive bid. This bid does not contain or constitute in whole or in part a pass-through. All subcontractors hereon will perform a bona fide commercially useful function. Our Company, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by local, state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Tax Compliance

(6.) Our Company and our subcontractors are current with all federal, state and municipal tax obligations including, but not limited to, income tax, sales tax and personal property tax obligations to the City of Toledo and Lucas County, Ohio. Further, our company and our subcontractors are not the subject of an "unresolved finding for recovery" issued by the Auditor of the State of Ohio pursuant to Ohio Revised Code 9.24.

Public Utility Compliance

(7.) Our Company is current with all obligations to the City of Toledo for public utility charges, including, without limitation, water, sewer, and storm water charges.

The undersigned hereby certifies they have read and understand the truth and completeness of the statements herein and understands and acknowledges these statements are for the express purpose of inducing the City of Toledo to enter into a contract with our Company and understands that anyone who furnishes false or misleading information or who omits material information hereon may be subject to criminal prosecution and/or civil liability.

Further Affiant sayeth not.

Affiant Signature

Affiant Printed Name

Sworn and subscribed before me this ____ day of _____, 200__.

(SEAL)

Notary Public

CONSTRUCTION, RENOVATION & PROFESSIONAL SERVICES PROJECTS

**MINORITY BUSINESS ENTERPRISE GOAL
COMMITMENT**

The City of Toledo has established the following goals for all contracts/agreements relating to the purchase of goods, services, construction and/or renovation projects.

GOODS, SERVICES 10%

CONSTRUCTION,
RENOVATION 15%

HUD FUNDS 21%

The bidder(either Prime Contractor or Subrecipient) hereby agrees and commits to the following MBE participation/inclusion in this Project, included in its bid amount:

_____ % or , at least , \$ _____.

Failure to provide a percentage (%) or dollar (\$) goal is because:

_____ bidder is a MBE ; or, _____ there are no known MBE companies that perform this work or provide this service or product.

Also, a WBE participation amount of _____ % or _____ (\$) is hereby committed to and included in this Bid for the Project.

During the process of evaluating the submitted bid and at the City of Toledo's sole discretion, a bidder may be asked to complete the additional forms documenting how the bidder will accomplish the above-stated goal commitment.

It is HEREBY AGREED AND ACKNOWLEDGED:

Print Name of Prime Contractor or Subrecipient

Signature of Authorized Representative

Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public

PROCEDURES AND GUIDELINES FOR MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION ON CITY FUNDED PROJECTS INCLUDING CONSTRUCTION, GOODS AND SERVICES

Ordinance No. 838-91 established Minority Business Enterprise (MBE) goals for all City of Toledo construction projects, HUD assisted construction projects, and suppliers of goods and services. Likewise, Administrative Policy & Procedure # 13 reiterated and enhanced the City of Toledo's MBE goals. Specifically, the MBE goals for the City of Toledo are: 21% in HUD assisted construction projects, 15.0% in City construction projects, 10% in City-funded purchases of goods, materials, supplies and services. Ordinance # 838-91, as well as AP&P# 13, requires that the Office of Affirmative Action and Contract Compliance establish procedures and guidelines for the implementation of this goal. All City of Toledo departments, divisions, boards, and agencies, as well as, other entities that receive funds through the City of Toledo for construction, renovation projects, goods, materials, supplies, and services shall commit to a "Good Faith Effort" in achieving the City of Toledo's MBE goals.

Commercially Useful Function

MBEs utilized must be independent and continuing operations for profit, performing a commercially useful function. "Commercially useful function" means the performance of real and actual services in the discharge of any contractual endeavor. A firm must be responsible for the execution of a distinct element of the work for which the business has the skill and expertise, with its own workforce, and the firm must carry out its responsibilities by actually performing, managing and supervising the work involved.

To perform a commercially useful function, the MBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing the material (where applicable) and paying for the material itself. A firm does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of MBE participation.

Collusion

The City will not accept collusion among the prime bidders, an MBE or any other individual, business or joint venture, or allow undue influence on an MBE to alter the committed quantities or its quotation.

Consideration of Other Bidders

In determining whether a bidder has made good faith efforts, the City may take into account the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the goal, but other bidders meet it, the City may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could

have met the goal, If the apparent successful bidder fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Reporting Forms

In reporting MBE participation on project bids, bidders and/or City departments and grant or loan recipients will utilize the forms to be provided by the Office of Affirmative Action/Contract Compliance to demonstrate and document its good faith effort(s).

- Each contractor will supply a list of all subcontractors prior to the awarding of a contract. Any change in subcontractors after the project is awarded must be reported to the Office of Affirmative Action by the originating department, agency and/or entity.

The Office of Affirmative Action /Contract Compliance will assess the "Good Faith Effort" (described below) made by City of Toledo Departments/Divisions, as well as all/any bidders, and will require documentation of MBE participation or inclusion prior to the awarding of a contract.

Good Faith Effort

A Good Faith Effort must be undertaken on each project or purchase regardless of the dollar amount, including price determinate, unit priced and/or State of Ohio schedule of pre-bid goods and services. A Good Faith Effort to secure MBE participation includes, but is not necessarily limited to, the following actions:

1. Advertising and soliciting for bids through all reasonable and available means including, but not limited to, trade association publications, minority-focused media, attendance at pre-bid meetings, advertising and/or written notices, the interest of all certified MBEs who have the capability to perform the work of the contract concerning subcontracting opportunities. The bidder must solicit this interest within sufficient time to allow the MBEs to respond to the solicitation. The bidder must determine with certainty if the MBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Providing written notice to a reasonable number of specific MBEs that their interest in the contract is being solicited. The notice shall be provided in sufficient time to allow the firms to participate effectively.
3. Following up the initial solicitations of interest by contacting MBEs to determine with certainty whether they are interested in the contract.
4. Selecting portions of the work of the contract to be performed by MBEs to increase the likelihood of meeting participation goals including, where appropriate, breaking down contracts into economically feasible units to facilitate participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
5. Providing interested MBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
6. Negotiating in good faith with interested MBEs and not rejecting any such firms as

unqualified without sound reasons based on a thorough investigation of the firm's capabilities. It is the bidder's responsibility to make a portion of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate participation.

7. Maintaining evidence of such negotiations including the names, addresses, and telephone numbers of MBEs that were considered; documentation of dated written communication, fax confirmations, personal contacts, quotes provided by MBEs, a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for the firms to perform the work.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs is not in itself sufficient reason for a bidder's failure to meet the participation goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from MBEs if the price difference is excessive or unreasonable.

8. Making efforts to assist interested MBEs in obtaining bonding, lines of credit, or insurance required by the prime bidder.
9. Effectively using the services of available minority community organizations, minority contractor groups, local, State and Federal minority business assistance offices, including the City's Office of Affirmative Action and Contract Compliance, and other organizations that provide assistance for and placement of MBEs
10. Securing an MBE replacement for each MBE firm that will not or cannot honor a commitment to perform subcontract work or supply materials. (Similar documented affirmative action shall be taken in securing MBE and replacements as are required initially).
11. Mere pro forma efforts are not good faith efforts to meet the MBE contract goals.

ACKNOWLEDGEMENT

Bidder/Authorized Representative acknowledges reading and understanding the above-delineated "Good Faith Effort" Statement and guidelines.

Signature of Bidder / Authorized Representative

Certificate of Current Employment and EEO Compliance
(All Bidders must complete Part I and Part II)

Part I

Job Category	Total Employees	White Female	Black Female	Black Male	Hispanic Female	Hispanic Male	Am. Indian or Alaskan Native Female	Am. Indian or Alaskan Native Male	Asian or Pacific Islander Male	Asian or Pacific Islander Female
Officials and Managers										
Professional										
Technicians										
Sales Workers										
Office/Clerical										
Skilled Craft Workers										
Semi-Skilled Workers										
Labor (Unskilled)										
Service Workers										
TOTALS										

Part II

We suppliers of materials and/or services and construction contracts do hereby certify that we will comply with all applicable provisions, Executive Orders 11141, 11246, 11375, 11478, 11625, 11701, as implemented by the Code of Federal Regulations, Title 41, Chapter 60 and the City of Toledo Ordinance No. 527-73, and Sections 4112.02, 4112.07, &153.59 of the Ohio Revised Code and other applicable laws or regulatory orders of the State of Ohio.

Section 1.4 – Equal Opportunity Clause, which clause is hereby incorporated and made a part of hereof.

Section 1.8 – Non-Segregated Facilities as follows:

- The supplier certifies to the City of Toledo that all facilities under his/her control and provided for his/her employees are provided in such a manner that segregation on the basis of race, creed, sex, age, national origin or disability does not exist and further that the supplier will not assign or permit his/her employees to be assigned to perform their services at any location under his/her control where facilities are segregated. The supplier may neither require nor permit segregation by habit, local custom or otherwise, whether in writing or orally declared in any facilities under his/her control.
- The supplier further agrees to furnish to the City of Toledo, if requested, copies of certifications to the provisions of these cited Rules and Regulations that he supplier has required of any and all of his/her vendors, suppliers, or building contractors as may apply for all materials, supplies, and/or services including inventory or construction pertinent to fulfillment of this contract, agreement or purchase order.

In addition, if the value of the contract, agreement and/or order exceeds \$50,000 and the supplier has more than 50 employees, the supplier:

- Agrees to file his/her Affirmative Action Program before accepting this order if not presently filed, complete an accurate report on Table I with its Contracting Compliance Agency.
- Affirms that he/she has developed and is maintaining current an Affirmative Action Program to identify, correct and improve any and all problem areas inherent in minority employment and evaluation of opportunities for utilization of women and minority group personnel; that such a program is established upon receipt of this contract, agreement and/or purchase order and that the program established will include each establishment under control of the supplier.

I certify I have read and understand the above-stated information and agree to comply:

Signature of Authorized Representative: _____

Name and Title: _____

Company Name: _____

Date: _____