



INVITATION TO BID

(This is not an order.)

CITY OF CLEVELAND

Division of Purchases & Supplies
 601 Lakeside Avenue
 Room 128
 Cleveland, OH 44114

Buyer: Gregory Hart
 216-664-7076
 ghart@clevelandohio.gov

Requestor: Janet Baird
 216-265-6060
 jbaird@clevelandairport.com

Procurement Folder	RFB No.	RFB Description	
149521	RFB 3001 202400000000536	Greenhouse Gas Inventory Verification Services	
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
September 30, 2024 3:00 PM		3001	September 30, 2024 3:00 PM

SCHEDULE OF EVENTS

Event Description			Event Date	
Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 1	Greenhouse Gas Inventory Verification Services		From To	

SCOPE OF WORK

Airport Carbon Accreditation (ACA) Approved Verifier Qualifications

The selected Verifier should adequately satisfy all requirements as outlined in the ACA Verifier Manual. The Verifier should act as an impartial individual and not on behalf of their company. They must not be employed by an airport and must be conversant in English. The verifier must meet the outlined threshold qualifications and requirements, including the following:

- They must have contacted the ACA Administrator to determine eligibility and training through the application process.
- They must have demonstrated experience to the ACA Administrator of completing at least two verifications of carbon footprint inventories for organizations in line with ISO 14064-3 or similar within the previous two years of applying.
- They must have studied the ACA program webinar and passed the associated examination with a minimum of 70%.
- They must have paid all associated Administrative fees to the ACA.
- They must have reviewed updated webinars and taken any new examinations following any major changes to the ACA Application Manual.

Scope of Services

The selected Verifier will perform ACA Level 1 verification requirements, as outlined in the ACA Verifier Manual, Issue 1. This verification process includes the following tasks:

Pre-Site Visit

The Verifier should acquire all suitable initial documentation from CLE, including written methodologies and procedures, a site map, organograms detailing departments and persons of responsibility, copies of relevant airport policies and targets, and any past audit findings.

The Verifier should conduct a risk assessment of the airport, using any information which has been received from the airport, or anything that is publicly available, such as websites or Annual/Environmental reports. The main objective of this exercise is to understand the data, processes and polices relevant to Airport Carbon Accreditation that the airport goes through to collect activity data, before transposing this information into the carbon footprint.

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Site Visit

A site visit should be conducted in accordance with the verification plan. In addition to a comprehensive review of all relevant documentation (including those setting out procedures, records, internal audits, management reviews and corrective actions amongst others), the Verifier may include the following activities:

- Analysis of activity data and relevant evidence as stipulated in the verification plan;
- A review of measurement and monitoring procedures, including computer systems;
- Interviews with relevant stakeholders. This would be expected to include senior executives to ensure top-level carbon commitments, person/s responsible for producing carbon footprint, those responsible for the measurement and monitoring of data sources, amongst others.

The Verifier should note any significant issues or recommendations picked up during the site visit, to inform the airport.



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Follow-up

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Complete Verification Report

The findings of the verification should be written up in report form and submitted to the airport, including any modifications that need to be made by CLE before it is submitted to the ACA Administrator along with any reco

Ship To:	Vendor Response	
CHIA CENTRAL RECEIVING CHIA CENTRAL RECEIVING 19451 FIVE POINTS RD Cleveland, OH 44135	Contract Amount	
	\$	

Vendor Response	Vendor Total Amount for Items	Vendor Total Amount for Services	Payment Discount Offer	
	\$	\$	%	Day(s)

TERMS OF DELIVERY

- Price quoted shall be F.O.B. delivered to the place designated on purchase order. No other terms will be acceptable.
- Delivery quoted must be stated in terms of work days after receipt of the order.
- All charges for shipping must be included within the Unit Price for each item quote unless otherwise designated by a separate line with a specified dollar amount inclusive of all shipping charges.
- No freight charges will be considered nor processed for payment unless apart of the original quote submitted prior to bid award.

BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON REVERSE SIDE OF THIS BID

Shipping/Freight Charges

ALL CHARGES FOR SHIPPING MUST BE INCLUDED WITHIN THE UNIT PRICE OF EACH QUOTE UNLESS OTHERWISE DESIGNATED BY A SEPARATE LINE ITEM WITH A SPECIFIED DOLLAR AMOUNT INCLUSIVE OF ALL SHIPPING CHARGES.

NO FREIGHT CHARGES WILL BE CONSIDERED NOR PROCESSED FOR PAYMENT UNLESS APART OF THE ORIGINAL QUOTE SUBMITTED PRIOR TO BID AWARD.

Call Buyer Only

Bidders must address all questions to the Buyer (See Above.) Do NOT contact the "Requestor." Contract only the Buyer listed above.

No Price increase

This Purchase Order does not permit price increases.



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Missing information

It is each bidder's individual responsibility to determine for themselves, in advance of bid submission, the accuracy and completeness of any and all information in an RFB. If a potential bidder does not notify the Division of Purchases and Supplies in advance of the bid opening date of any possible discrepancy then any such discrepancy or erratum cannot be the basis for a protest of award. Contact the Buyer immediately if there is a question of accuracy or completeness in these bid documents.

BIDDER MUST COMPLETE & SIGN BELOW

NAME OF THE FIRM:
STREET ADDRESS:
CITY: STATE: ZIP CODE:
FED ID # / SSN #:
PHONE NO.: FAX NO.:
EMAIL ADDRESS:
PLEASE PRINT CONTACT NAME:
AUTHORIZED SIGNATURE: DATE:

All bids and related documents must be enclosed in a sealed envelope and marked with the RFB number.

RETURN BID TO: Division of Purchases & Supplies
601 Lakeside Ave
Room 128, City Hall
Cleveland, OH 44114

Effective Immediately: In accordance with Codified Ordinance 181.13 (I) the City shall receive competitive sealed bids through email. All City of Cleveland bids estimated to be less than 50K in value will be submitted and received electronically via email. All bids must be emailed to CityofClevelandbids@clevelandohio.gov. Upon receipt of your bid, you will receive a reply indicating your bid has been received.

Bidder's Instructions

See enclosed Terms & Conditions. Read and follow all terms and conditions of the bid.

Bids must be submitted to CityofClevelandbids@clevelandohio.gov, the Document ID Number and Buyer's Name must be identified in the email subject line. Also clearly state the Document ID Number, Bid Description, Buyer's Name and Closing Date.

Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.

Northern Ireland Affidavit must be completed, signed and included with each bid.

The bid must be submitted to: CityofClevelandbids@Clevelandohio.Gov

Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.

The bid documents must include:

- The Document ID Number and Buyers Name in email subject line
- PDF File of Request For Bid Form
- Terms & Conditions.
- Northern Ireland Affidavit.

Contact the Buyer immediately at the number on the Bid Form if you do not have all the required documents.

TERMS AND CONDITIONS

1. **Acceptance of Purchase Order.** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the City of Cleveland any of the goods ordered herein or renders for the City any of the services ordered herein. If this Purchase Order has been issued by the City in response to an offer, then the issuance of this Purchase Order by the City shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the City and shall not be binding upon the City unless specifically accepted by the City in writing.
2. **Entire Agreement.** This order, the instructions to bidders, the Request for Bid, the Bid Schedule of Items, and any specification and/or other attachments, if any, incorporated hereby by reference, constitute the entire agreement between the parties and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such matter.
3. **Indemnification.** Seller shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from all claims, demands, liabilities, losses, suits, cause of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from the personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission of Seller or its agents, employees, subSellers or suppliers, in the furnishing of the goods covered by this PO, or because of any imperfection or defect in said goods, or based upon any claim of product liability of strict liability in tort, or because of the failure of such goods to be in accordance with the description of such goods as may appear in any catalog, analytical information report or other technical bulletin as is furnished or used by the City, or because of the failure of such goods to be produced in compliance with the requirements of this PO.
4. **Limit of Liability.** In no event shall the City be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The City's liability on any claim arising out of or connected with or resulting from this contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
5. **Remedies.** The city's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefore shall not waive any breach.
6. **Default.** Payment or acceptance of any items after the delivery date shall not constitute a waiver of the City's right to cancel this order with respect to subsequent deliveries. The City reserves the right to reasonable testing and inspection before payment or acceptance. The City's failure to inspect and accept or reject goods, materials, or articles shall not relieve Seller from liability for tender or delivery of nonconforming goods nor constitute a waiver of any of the City's rights or remedies for breach of contract. The City reserves the right to reject any or all items not in conformity with the specifications noted within this purchase order in any respect.
7. **F.O.B. Destination.** Freight terms are F.O.B. Destination, Freight Prepaid, unless otherwise approved in writing by the Commissioner of Purchases and Supplies.
8. **Non-Assignment.** Neither this contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the City.
9. **Patent, Trademark or Copyright Infringement.** Seller agrees to defend, entirely at its own expense, all claims, demands, and actions that may be asserted against the City for all alleged patent, trademark, and/or copyright infringement resulting from the use or resale of goods covered by the PO, and to indemnify and hold the City harmless against all costs, expenses, legal fees, and judgments related to such claims, demands, and actions.
10. **Timing.** Time is of the essence in this contract. Failure to deliver within the time specified shall entitle the City, in addition to any other rights or remedies, to cancel this order and purchase the goods elsewhere, in which event the Seller shall be responsible for any increase in cost.
11. **Implied Warranty.** In addition to its standard warranty, Seller warrants that all goods supplied will be free and clear of all liens and encumbrances, good and merchantable title being in the Seller. Upon receipt by Seller of payment, good and merchantable title will vest in the City. All goods will be free from any defects in design, materials or workmanship and will be of good and merchantable quality. All goods will conform to the City's specifications or the approved sample as the case may be, and will be fit for the known purposes for which purchased, and that Seller will not substitute anything without the City's written consent.
12. **Change Orders.** No changes in the PO, its prices, terms, conditions, length, or attachments are permitted, without the City's prior written approval.
13. **Cancellation.** The City shall have the right to cancel this order, or any undelivered portion of this order, without cause, and its liability for such cancellation shall be limited to Seller's actual cost for work and materials applicable solely to this order that have been expected when Seller receives notice of cancellation. The City may, at its option, cancel this order without liability to Seller (except for conforming shipments the City previously accepted) if Seller (a) ceases to exist, (b) becomes insolvent, (c) becomes the subject of bankruptcy or insolvency proceedings, or (d) commits a breach in the performance of any obligation under this agreement or of any other written agreement with the City of Cleveland.
14. **Compliance with Laws.** Seller shall comply with all federal, state, and local laws, ordinances, rules, and regulations in the manufacture and sale of the goods and performance of the services. Seller shall defend and hold the City harmless from any losses, damages, or costs arising from or caused in any way by Seller's actual or alleged violation of any federal, state, or local law, ordinance, rule or regulation.
15. **Access to Records.** Seller shall provide access to pertinent records relative to this contract/order for a period of three (3) years after the last receipt of payment is made under this contract/order, whichever occurs last.
16. **Material Safety Data Sheets:** Any substance delivered as a part of this order must be properly labeled in accordance with all applicable regulations and must be accompanied by a Material Safety Data sheet (MSDS).
17. **Venue.** Any dispute arising under this order not disposed of by agreement shall be decided by a court of competent jurisdiction in Cuyahoga County in the State of Ohio. Pending settlement on final decision of any dispute, Seller shall proceed diligently with the performance of this order in accordance with the City's direction. The Charter and Ordinance of the City of Cleveland shall govern.
18. **Tax.** Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials, without the prior issuance of a signed Tax Exemption Certificate. A Tax Exemption Certificate is available upon written request.
19. **Documentation.** Seller shall clearly mark all documentation with the applicable valid PO number.
20. **Payment Terms.** Payment will be made in accordance with the terms on the face of this contract, or the Seller's invoice, whichever are more favorable to the City and payment date therefore shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the City shall be subject to deduction or setoff by the City by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the City. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the city. Unless otherwise stated in the PO, the terms of payment shall be net 30 days from the receipt of a proper invoice. It shall be understood that the cash discount period, if any, to the City will date from receipt by the City of acceptable goods and invoice and not from date of invoice.
21. **Insurance.** Unless otherwise stated in the specifications, whenever labor is involved, the Seller shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the services, materials, equipment and/or supplies provided to the City. The insurer(s) must be licensed for business in the State of Ohio and maintain an A.M.Best rating of no less than A: VII or be an insurer approved by the City. The Seller shall submit all required insurance certificates to the City before commencing work. The City is to be added to each policy as an additional insured. The Seller shall notify the City in writing at least 30 days before it cancels or reduces its insurance policy or coverage and immediately upon the Company's receipt of notice from the carrier of any cancellation or reduction of the coverage or policy. Seller must demonstrate the following minimum insurance coverage in accordance with the estimated value limits: 1) **Purchases less than \$50,000:** General Liability Insurance, with a \$500,000 combined single limit. 2) **Purchases \$50,000 and over:** General Liability Insurance with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate. Automobile Liability Insurance must be in effect for any owned, hired and non-owned vehicle used in the performance of the work, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage. The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Seller. The Seller's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Seller.
22. **Workman's Compensation:** Whenever labor is involved, the Seller shall subscribe to and comply with the Workmen's Compensation Laws of the State of Ohio and pay such premiums as may be required there under and to save the City harmless from any and all liability arising from or under said act. He shall also furnish a copy of the official certificate or receipt showing the payments herein referred to before commencing any work.
23. **Authority to Bind.** All parties to this order agrees that the representatives named herein, including in all attachments, possess full and complete authority to bind said parties.
24. **Inspection and Acceptance.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. No goods returned as defective shall be replaced without written authorization from the Commissioner of Purchases and Supplies. Such return shall in no way affect the City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
25. **Non-appropriation of Funds.** As with any other public entity, an Agreement, Contract, or issuance of Purchase Order by the City is contingent upon the legal availability of funding and the allocation of said funds. The City reserves the right to cancel any ongoing Agreement, Contract, or Purchase Order immediately, by giving written notice to the Seller, in the case of a failure by the appropriating body to appropriate funds or funding for the specific project, commodity or service.
26. **Equal Opportunity.** This Agreement is a "contract", and the Seller is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term of this Purchase Order, the Seller shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.22(b) C.O., and herein made a part of this Agreement by reference. A complete copy of the Equal Opportunity Clause is available at the City of Cleveland website.

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all Contractors and any Subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any Contractor or Subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the Contractor or Subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two years.

CHECK WHICHEVER IS APPLICABLE:

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

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

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

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.

WML 9.18



Department of Port Control Purchase Requisition Request Form

Date: 09/18/2024 **DO No.:** _____ **Estimated Cost:** \$15,000
Activity Code: A630 **RQS No.:** 1603 **Budget Year:** 2024
 (Program No.)
Fund Code: 60 **RQN No.:** _____ **Not Budgeted in 2024:**
 (Div. of Airports)
Object Code: 6320 **GAX No.:** _____ *Attach Budget Transfer Request
 (Account No.)
Unit Code: _____ **Major Program:** _____ **Delivery Date:** 11/01/2024
 (Org. No.) (Capital)

DELIVER TO: Item to be installed by bidder.

Central Receiving Operations Office **Inventory Item:** YES NO
 Cleveland Hopkins Int'l Airport Burke Lakefront Airport
 19541 Five Points Road 1501 N. Marginal Road
 Cleveland, OH 44181 Cleveland, OH 44114

Previous PO No.: **Date Issued:** **Amount \$:**

ITEM OR SERVICE NEEDED

Contract No.	Description of Goods or Service	Item No. (if applicable)	Quantity Required	Unit of Measure	Reason for Purchase
	Greenhouse Gas Inventory Verification Services		1	each	To complete Level 1 accreditation through the Airport Carbon Accreditation program

VENDOR REFERENCES

Vendor 1	Vendor 2	Vendor 3
Vendor Name: Synergy Consultants Inc.	TÜV SÜD America Inc. – Ruby Canyon	First Environment, Inc.
Address: 4742 42nd Ave. SW Ste. 9	743 Horizon Ct. Ste 385	10 Park Place
City/State/Zip: Seattle, WA 98116	Grand Junction, CO 81506	Building 1A, Suite 504
Contact Name: Mary Vigilante	Jessica Stavole	Butler, NJ 07405
Telephone: +1 206-933-9752	+970 216-672-1626	Michael Carim
E-Mail: Vigilante1@msn.com	jessica.stavole@tuvsud.com	+1 626-529-3089
		mic@firstenvironment.com

AUTHORIZATION

	Title	Name	Date
Approvals	Chief:		
	Commissioner:	Bradford Beckert, PE, PS <small>Digitally signed by Bradford Beckert, PE, PS DN: cn=Bradford Beckert, PE, PS, o, ou, email=bbekert@cleveandport.com, c=US Date: 2024.09.18 09:37:43 -0400</small>	
	Fiscal Manager:		
	MBE/FBE:		
	Director:		

Requested By: Kim McGreal **Division:** Airport Development--Environmental & Sustainability Services **Date:** 09/18/2024

SCOPE OF WORK

Airport Carbon Accreditation (ACA) Approved Verifier Qualifications

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Complete Verification Report

The findings of the verification should be written up in report form and submitted to the airport, including any modifications that need to be made by CLE before it is submitted to the ACA Administrator along with any recommendations for future improvements on internal processes.

Complete ACA Online Application Form

The Verifier must answer all verifier questions on the ACA Online application form and ensure that CLE has answered all their questions sufficiently, at the required level of detail. The verifier should also ensure that CLE has attached all necessary supporting evidence and upload the verification report onto the application on ACA Online.

Project Schedule

The anticipated project schedule is as follows:

- Fall 2024 – Verifier procurement & contract finalization; CLE to complete 2022 and 2023 greenhouse gas inventory and collect pre-site visit data as required by Verifier
- January 2025 – Inventory and all other necessary pre-site visit data communicated to Verifier
- February 2025 – Verification plan finalized; site visit scheduled
- March 2025 – Site visit
- April 2025 – Follow-ups
- May 2025 – Completion of verification report and ACA Online application

Deliverables

Per the ACA Verification Manual, the following are the deliverables will be required to be provided by the selected Verifier, according to the schedule detailed above.

- Detailed list of data to be provided to the Verifier by CLE, prior to the Site Visit

- Verification plan including the nature, scope, and time frame of the ten verification activities, details of the site visit, and an identification of documents required during the site visit
- Follow-up report following the site visit that addresses any significant issues
- Final verification report