



City of Cleveland
Frank G. Jackson, Mayor

Department of Public Works
500 Lakeside Avenue – 3rd Floor
Cleveland, Ohio 44114-1090
216/664-2485 Fax: 216/664-4086
www.cleveland-oh.gov.

July 22, 2020

Request for Proposal: Collinwood Concession Stand
Proposal Deadline: Tuesday, August 25, 2020

Attention Proposers:

The City of Cleveland is currently accepting proposals from qualified firms who have owned and/or managed a successful food service facility for a minimum of three years to provide the general public with high quality goods and services at reasonable prices and to promote the City's facilities through the operation of a food and beverage concession at the Collinwood Athletic Complex.

A Pre-proposal conference call meeting will be held on Wednesday, August 12, 2020 at 10:00 a.m. Please dial (415)655-0003, enter 93671062 when prompted to input the access code, then announce your presence. This meeting is non-mandatory. Offerors are encouraged to save all questions and comments on the RFP until that date. Additional questions may be submitted in writing to M. Yanna Maxwell a ymaxwell@city.cleveland.oh.us.

Please find enclosed the Request for Proposal (RFP). If you are interested please submit an electronic copy of your proposal along with completed MBE/FBE Schedules 1-4, W-9, Vendor Entry form and a notarized copy of the 2020 Non-Competitive Bid Affidavit via USB/CD no later than 12:00 pm on Tuesday August 25, 2020 for the City of Cleveland – Department of Public Works, Michael E. Cox, Director, 500 Lakeside Ave. E. – 3rd Floor, Cleveland, Ohio 44114.

If you have any questions, please do not hesitate to contact Samuel Gissentaner at (216) 664-3987 or (216)857-7435. Thank you for your attention to this matter.

Sincerely,

Michael E. Cox, Director
Department of Public Works

MEC/mam

CC: Kim Johnson, Asst. Dir., Dept. of Public Works; Samuel Gissentaner, Commissioner
Marilyn Henderson, Dept. of Public Works; John Laird, Manager of Administration
M. Yanna Maxwell

An Equal Opportunity Employer

**2020 CONCESSION STAND AT CITY OF CLEVELAND COLLINWOOD
ATHLETIC COMPLEX**

Cover Page

**2020 REQUEST FOR PROPOSAL
CONCESSION STAND
FOR THE
DIVISION OF RECREATION
DEPARTMENT OF PUBLIC WORKS**

**2020 CONCESSION STAND AT CITY OF CLEVELAND COLLINWOOD
ATHLETIC COMPLEX**

TABLE OF CONTENTS

- I. Introduction and Background Information**
- II. Description of Premises**
- III. Scope of Services**
 - A. Services**
 - 1. Form of Request for Proposal**
 - 2. Food and Beverages/Articles to be sold**
 - i. Quality of Merchandise**
 - ii. Detailed Requirements**
 - iii. Meat and Meat Products for Sandwiches**
 - iv. General Requirements for Manufacture**
 - v. Sale of Bottled and Canned Beverages**
 - vi. Intoxicating Beverages**
 - B. Taxes and Licenses**
 - C. Building Maintenance and Alterations**
 - D. Surrender of Keys and Repair Premises**
 - E. Cleanliness of Concession Stand**
 - F. Cleaning of Grounds & Restrooms**
 - G. Utilities**
 - H. Employees**
 - I. Advertising**
 - J. Inspection**
 - K. Terms of Payment**
 - L. Award**
 - M. Special Notice as to Granting of Concession**
 - N. Payment and Accounting**
 - O. Monthly Remittance Report**
 - P. Cash Registers**
 - Q. Hours of Operation**
 - R. Insurance**
- IV. Project Schedule & Deliverables**
 - A. Contents of Response /Required Documentation**
- V. Proposal Submission, Conditions, Schedule, Processing**
 - A. Posting of Prices**
 - B. Profit and Loss Statements**
 - C. Receipt of Late Payments**
 - D. Requirements for Submission of Plans for Food Service Operations**
 - E. Performance Bond**

2020 CONCESSION STAND AT CITY OF CLEVELAND COLLINWOOD
ATHLETIC COMPLEX

VI. Proposer Qualifications: Evaluation of Proposals

- A. Quality
- B. Financial Strength
- C. Ability
- D. Percentage of Gross Revenue
- E. Minority Participation
- F. Non-Competitive Bid Statement

VII. Proposal Contents: What a Proposer Must Submit

- A. Proposal Acceptances
- B. Cost Incurred
- C. Economy of Preparation

VIII. Attachments

- A. OEO Schedules 1-4, Non-Competitive Bid Contract, W-9, Vendor Contact form

**OPERATION OF FOOD & BEVERAGE
CONCESSION STANDS AT THE COLLINWOOD ATHLETIC FACILITY**

I. INTRODUCTION AND BACKGROUND

The City of Cleveland seeks proposals from food and beverage operators who have owned and/or managed, or have the capacity to manage, a successful food service facility. The purpose of the food and beverage concession is to provide the general public with high quality goods and services at reasonable prices and to promote the City's facilities through the operation of a food and beverage concession.

The City of Cleveland owns and operates an athletic facility at the following location:

Collinwood Athletic Facility
1070 East 152nd Street
Cleveland, Ohio 44110

A permanent concession stand facility is located at the Collinwood Athletic Facility. During the months of March, April and May a minimum of 6 track meets are scheduled along with daily team practices for the Collinwood track teams. Youth tackle football games are scheduled on Saturdays and Sundays during the months of September and October. In addition, weekday activities will include middle and high school soccer and high school football games in the late afternoon and evening hours. Average attendance for the youth tackle football game days is approximately 150 to 300. The high school football games in the evening hours should draw an average attendance of 1500-2000 while the Fall soccer leagues and spring track meets should draw between 50 – 150 per scheduled event. The athletic facility season of permitted functions begins in mid March and concludes in mid November.

The Director of Parks, Recreation and Properties or a representative will provide game schedules to the concessionaire.

II. DESCRIPTION OF PREMISES

There are permanent concession stand facilities located at the Collinwood Athletic Facility. Equipment needed to operate the concession shall be provided by the concessionaire.

**OPERATION OF FOOD & BEVERAGE
CONCESSION STANDS AT THE COLLINWOOD ATHLETIC FACILITY**

III. SCOPE OF SERVICES

A. SERVICES

1. Form of Request for Proposal

The respondent shall submit their proposal for operating any and all permanent concession buildings and. Mobile units as specified, for the period of one year beginning with the execution of the concession agreement. This agreement is renewable at the City's option, for (2) two additional one-year options, exercisable by the Director of Public Works.

Respondents shall propose a percentage of gross revenue for the concession fee. This gross revenue shall be based on all food and beverage sales.

2. Food and Beverages/Articles to be Sold

The concession request for proposal covers the privilege of selling such articles as are listed below.

i. Quality of Merchandise

A full complement of luncheon and snack foods are to be offered by the concessionaire. The vendor is to provide samples of menus and all food and beverage prices. This information must accompany the proposal. All goods, drinks, beverages, confectionery, refreshments and the like, sold or kept for sale shall be of first quality, wholesome and pure, and shall conform in all respects to the Federal, State and Municipal Food Laws, ordinances and regulations. No imitation adulterated or misbrand article shall be sold or kept for sale, and all merchandise kept for sale, and all merchandise kept on hand shall be stored and handled with due regard for sanitation. All merchandise kept for sale shall be subject to inspection and approval or rejection by the Director of Parks, Recreation & Properties, the Commissioner of Health or their duly authorized representatives.

ii. Detailed Requirements

**OPERATION OF FOOD & BEVERAGE
CONCESSION STANDS AT THE COLLINWOOD ATHLETIC FACILITY**

III. SCOPE OF THE PROPOSAL (Continued)

The item offered for sale shall additionally comply with the following specific requirements:

iii. Meat and Meat Products for Sandwiches

- Ground Beef (Hamburger): Shall be ground from fresh beef chuck. Grade: Official U.S. Commercial or better; shall be in accordance with Sections 241.37, 241.38 and 241.39 of the Codified Ordinances of Cleveland, Ohio.
- Weiner's Grade No.1: Assembled lots offered for grading shall be plumb, of uniform size, attractive, shall show evidence of having been properly smoke, and shall be free from wrinkles, breaks, jelly or water pockets, streaks, and other discoloration. The weiner's surface shall be smooth and velvety; shall show a high degree of resiliency and cohesion of "life" evidence of having been thoroughly cooked, shall be free from air pockets and discoloration, and practically free of sinews and fibrous tissue. The product shall be in excellent condition.
- Cheese: All cheese served shall be official U.S. Grade A.

iv. General Requirements for Manufacture:

- Meat Ingredients: Beef or veal 95% lean

Beef or veal shall be strictly fresh from carcasses known in the trade as "dry"; shall be trimmed practically free of sinews, and entirely free from tendon, ligament, cartilage, and bone. Shank meat, flanks, hanging tendons and skirts shall not be used.

Meat ingredients shall be properly cured either before or during processing; shall be chopped or shaved very fine; properly seasoned or spiced; and shall be stuffed into either sheep or artificial casings; or hog casings, selected for tenderness, or the diameter and length specified. No water – absorbing substances other than meat may be used.

Size – six (6) per pound. Weiners shall be stuffed in specified casings 24 to 26 millimeters.

**OPERATION OF FOOD & BEVERAGE
CONCESSION STANDS AT THE COLLINWOOD ATHLETIC FACILITY**

III. SCOPE OF THE PROPOSAL (Continued)

v. Sale of Bottled and Canned Beverages

Bottled and canned beverages shall not be sold for “take out” or “carry out” from any stand in the bottle or can under this request for proposal. The concessionaire shall empty the contents of bottles and cans into paper cups for consumption by customers.

vi. Intoxicating Beverages

No intoxicating beverages of any kind shall be kept, sold, given away, or used in or about any permanent concession stand or mobile unit of which the concessionaire has use or furnishes under this request for proposal.

B. Taxes and Licenses

1. The concessionaire shall pay all taxes and license fees applicable to any period during the term of the agreement, which have been or may hereafter be imposed or charged as a result of the concessionaire’s operations at the athletic field or occupancy of the premises.

C. Building Maintenance and Alterations

1. The permanent concession buildings, including fixtures, electric, gas, water and sewer utilities, shall be maintained by the concessionaire in full and complete repair, at his sole cost and expense during the terms of the agreement.
2. If alterations, decoration, additions or improvements of the permanent concession buildings are desired by the concessionaire, the concessionaire shall first submit proposals, plans and specifications to the Director of Parks, Recreation & Properties or his authorized representative, for his approval. No repairs, alterations, decorations, additions, or improvements shall be made or work commenced without the Director’s written approval.
3. Any such repairs, alterations, decorations, additions or improvements shall be at the sole cost, and expense of the concessionaire. All such repairs, alterations, decorations, additions or improvements, shall become the property of the City.

**OPERATION OF FOOD & BEVERAGE
CONCESSION STANDS AT THE COLLINWOOD ATHLETIC FACILITY**

III. SCOPE OF THE PROPOSAL (Continued)

4. Maintenance shall include the painting of the interior and exterior of all permanent concession buildings and the concession space at all other existing concession buildings used and covered by the agreement, and the repairs of all doors, screens, locks and windows. The painting shall be done at least once a year between the first day of January and 30th of May, unless the Director or his authorized representative shall permit the concessionaire, in writing, to dispense with any part or all of such painting when, in the opinion of the Director, the condition of the premises so warrants. The concessionaire, at his own expense, shall repair all damage resulting from the operation of these concessions to the satisfaction of the Director, or his authorized representative.

D. Surrender of Keys and Repair Premises

1. The concessionaire shall at the termination of the agreement, whether at the end of its term, or for a cause during its existence surrender the keys for the permanent stands which he occupied; in as good a condition as the same shall have been at the beginning of the contract, loss by fire and ordinary wear and decay only excepted. The concessionaire shall upon the termination of the agreement repair any and all damage that may exist to the premises occupied by him by reason of the operation of said concession; and agrees that the City may repair all such damages as may have been caused by him and that he shall pay to the City the reasonable expense thereof.

E. Cleanliness of Concession Stand

1. The concessionaire shall at its own expense, thoroughly clean all permanent stands and mobile units at the site to a standard, acceptable to the City Commissioner of Health.

F. Cleaning of Grounds & Restrooms

1. All grounds within one hundred (100) feet from the permanent and/or mobile unit site, including grounds, sidewalks or streets, clean and free from rubbish, debris, waste or nuisance of any nature arising from operation of concession, and shall promptly repair any damage caused to such grounds, streets, sidewalks or other property by the concession. Concessionaire shall containerize and store all such rubbish, debris or waster in a manner satisfactory to the Commissioner of Recreation. The City shall provide for garbage pick-up except Sundays and holidays.

III. SCOPE OF THE PROPOSAL (Continued)

G. Utilities

1. The concessionaire agrees to pay for all electricity and gas consumed within the agreement premises, and to procure and install at the expense of the Concessionaire, all meters, permits and licenses necessary for the purpose of carrying out the provisions of this agreement, and to maintain such meters in good order and repair during the term of this agreement. Telephone installation and service is the responsibility of the concessionaire.

H. Employees

1. The concessionaire shall not employ any person or persons in or about any building or stand conducted by him who shall use improper language or act in a loud or boisterous manner, and shall upon the request of the Director of Parks, Recreation & Properties dismiss any employee whom the Director deems an unsuitable person to be in attendance at such stand or building.
2. The concessionaire agrees to have a sufficient number of trained and uniformed attendants on duty at said stands and mobile units for the proper operation of the agreement. The uniform shall be of a design approved by the Director and shall carry the identification of the employee.
3. No person under the age of sixteen (16) years of age shall be employed at either the permanent stands, mobile units, or as vendors.

I. Advertising

The concessionaire agrees not to employ callers, criers, or use signs or any other means of soliciting business, without the approval of the Director, and agrees not to advertise the business conducted pursuant to such concession agreement in any manner or form on or about the premises allot to him, or elsewhere, or in any newspaper or otherwise, without such approval.

J. Inspection

1. The Concessionaire shall, at all reasonable times, permit representatives of the Director, the City Department of Public Health, and other City, County, State and Federal officials having jurisdiction over the premises or concessionaire's activities thereon free access to the premises for inspection purposes.

III. SCOPE OF THE PROPOSAL (Continued)

2. The City Commissioner of Health shall have the right to visit periodically the various permanent stands, mobile units and commissaries in order to inspect the sanitation and cleanliness of the premises, concessionaire's employees and all foods, beverages and confectionery sold or kept for sale on the premises, in order to determine any violations of and enforce Federal, State, local and City food or health laws or regulations. The Commissioner of Health shall report any violations to the Director.

K. Terms of Payment

1. The concessionaire shall pay for the full amount proposed under the execution of said contract.

L. Award

1. The contract for the concession agreement for the privilege of selling refreshments in the various parks shall be awarded to the highest responsible proposal received.

M. Special Notice as to Granting of Concession

1. The granting of the concession hereunder shall not be deemed to constitute a waiver of the enforcement by any officer of the City of Cleveland of any provision of ordinance, rule, or regulation applicable to the conduct of the business of the concessionaire, nor a waiver of the necessity or procuring any required permit or license to conduct such business.

N. Payment and Accounting

1. A minimum guarantee of Five Hundred Dollars (\$500) or 5% of the gross monthly sales whichever is greater will be paid to the City of Cleveland on or before the fifteenth (15) day following the end of each calendar month.

O. Monthly Remittance Report

1. The concessionaire must maintain daily detailed records of operation and submit to the Director of Parks, Recreation & Properties a monthly summary of operations showing volume of gross revenue substantiated by bills and cash register tapes on or before the fifteenth (15) day following the end of each calendar month of the concession agreement.

P. Cash Registers

1. The concessionaire shall provide and use cash registers of the non-resettable type. Cash register tapes shall be made available by the concessionaire at all reasonable times for inspection by the Department of Parks, Recreation & Properties for the purpose of substantiating each monthly summary of operations.

III. SCOPE OF THE PROPOSAL (Continued)

Q. Hours of Operation

1. The concessionaire shall operate the concession upon the premises throughout all hours of the year during which the athletic field is permitted. The concessionaire shall operate the concession at all times during which a permitted function at the aforementioned athletic facility is conducted. At no time shall the concession stand remain closed during hours of permitted functions at the athletic facility.
2. The concessionaire shall be open for business immediately upon the signing of the agreement and shall not close earlier than the termination of the contract. The concessionaire shall give two (2) weeks advance notice in writing to the Director of Parks, Recreation & Properties, or his authorized agent of the closing date of the concession stand.

R. Insurance

1. The concessionaire shall at its own expense take out and maintain during the term of the agreement such public liability and property damage insurance, wherein the City is named as an additional insured, as shall protect itself and the City from claims for damage personal injury, including accidental death, as well as from claims for property which may arise from the exercise or performance by any obligation under the agreement, whether such exercise or performance is by Concessionaire, its subcontractor, or anyone directly or indirectly employed by either of them.

The policy or policies required hereunder shall have the following limits:

- i. Not less than Five Hundred Thousand Dollars (\$500,000.00) for personal injuries, including accidental death to anyone person and subject to the same limit for each person, not less than One Million Dollars (\$1,000,000.00) in the aggregate for all person on account of one occurrence involving injury to more than one person.
- ii. Not less than Two Hundred Thousand Dollars (\$200,000.00) for broad form property damage insurance.
- iii. Fire liability insurance is required in the amount of One Million Dollars (\$1,000,000.00).

IV. PROJECT SCHEDULE & DELIVERABLES

A. CONTENTS OF RESPONSE / REQUIRED DOCUMENTATION

1. Respondents shall submit in the proposal a description of their company and a complete resume, identifying management structure, personnel, and overall experience in performing this type of work. A description shall be provided as to the respondent's proposed approach for addressing the needs of the aforementioned athletic facilities as stated in this request for proposal.
2. Respondent shall submit a list of food and beverage items to be offered and their prices as well as documentation concerning projected expenses for personnel, supplies, etc.
3. Respondent shall submit business financial statements. Both profit and loss statements and balance sheets are required. If financial statements do not exist, the business' tax returns will suffice. If applicable, please submit personal financial statements for the past three years as well as tax returns (audited statements preferred.)
4. Two (2) references for the concessionaire's services that are the same or similar to this type of operation must be submitted along with a name and address of the business, and a contact person with telephone number. Additionally, the respondent shall submit documentation of its compliance record for the last three (3) years on payment of State of Ohio sales tax.
5. A minimum guarantee of Five Hundred Dollars (\$500.00) or 5% of the gross monthly sales whichever is greater for each permanent stand and 5% of the gross monthly sales for each mobile stand will be paid to the City of Cleveland, monthly while the concession stand is in operation.
6. MBE/FBE documents must be completed and submitted by respondent with the proposal.

IV. PROJECT SCHEDULE & DELIVERABLES (con't)

- i. The City's minority and female participation requires that you and any MBE or FBE subcontractor(s) involved in the proposal obtain certain certifications before a contract can be awarded. You are strongly urged to apply for the necessary certifications as soon as possible. Each prime contractor which employs five or more employees must submit and OEO Form 1 and obtain affirmation action certification, a copy of which is attached. See paragraph B1 of the attached Request for Proposal for a more complete description.

- ii. In addition, if you plan to involve a minority or female business enterprise or joint venture in your proposal, then additional certifications will be required. All OEO forms must be submitted no later than the time of submission of the request for proposal.
7. A Non-Competitive Bid Contract that is included in the request for proposal package must be signed, notarized and submitted by respondent with the request for proposal.

V. PROPOSAL SUBMISSION, CONDISITIONS, SCHEDULE, PROCESSING

The successful respondent shall comply with all applicable health codes as they pertain to the food and beverage concession.

A. Posting of Prices

- 1. Prices are to be posted for various foods and beverages in an area easily viewed by customers.

B. Profit and Loss Statements

- 1. Concessionaire shall submit to the City no later than sixty (60) days after the close of the calendar year, a profit and loss statement relating to the concession, prepared by a Certified Public Accountant licensed in the State of Ohio. Such statement shall contain an appropriate certification that all gross receipts during the yearly accounting period have been duly and properly reported to the City.

C. Receipt of Late Payments

- 1. Payments not received by the dates indicated will be assessed a severe late charge to be established by the Director of Parks, Recreation & Properties and the Director of Law.

V. PROPOSAL SUBMISSION, CONDISITIONS, SCHEDULE, PROCESSING (CON'T)

D. Requirements for Submission of Plans for Food Service Operations

- 1. Attached is a copy of the requirements for submission of plans for food service operations from the City Health Department that shall be submitted with the respondent's proposals.

E. Performance Bond

1. The Concessionaire awarded the contract will be required to obtain a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00).
2. The terms and conditions of this request for proposal will be attached to the final contract executed by the City of Cleveland and the concessionaire. (The final contract will be substantially the same as the copy that has been attached to this request.)

VI. PROPOSER QUALIFICATIONS

EVALUATION OF PROPOSALS: Proposals will be evaluated upon the following criteria:

- A. Quality of proposal relating to experience and innovative approach to render the most satisfactory service to the public at reasonable rates.
- B. Financial strength of proposal including the ability and managerial competence in the area of food and beverage operation.
- C. Demonstrated ability in similar past projects in development, programming, marketing, and operational approach.
- D. Percentage of gross revenue offered by the concessionaire.
- E. MBE/FBE participation and compliance with non-discriminatory policies.
- F. Non-Competitive Bid Contract Statement:
 1. As required by the State of Ohio Revised Code Section 3517.12, the City of Cleveland is prohibited from awarding a non-competitively bid contract over Five Hundred Dollars (\$500.00) to a firm during a calendar year. This disclosure statement must be included with your original proposal.

**OPERATION OF FOOD & BEVERAGE
CONCESSION STANDS AT THE COLLINWOOD ATHLETIC FACILITY**

VII. PROPOSAL CONTENTS: What a Proposer Must Submit

Proposal Deadline

If you are interested please submit an electronic copy of your proposal via USB/CD including completed MBE/FBE Schedules 1-4, W-9, Vendor Entry form and a notarized copy of the Non-Competitive Bid Affidavit no later than **12:00 pm on Tuesday August 25, 2020** to the City of Cleveland – Department of Public Works, Michael E. Cox, Director, 500 Lakeside Ave. E. – 3rd Floor, Cleveland, Ohio 44114, attention: M. Yanna Maxwell.

A. Proposal Acceptances

1. The City reserves the right to accept a proposal in whole or in part, to reject any and all proposals, and to negotiate separately, as necessary, to serve the best interests of the City of Cleveland. Firms whose proposals are not accepted will be notified in writing. Notification of the award will be made by Commissioner Samuel Gissentaner.

B. Cost Incurred

1. The City is not liable for any costs by any responding firm prior to execution of a contract.

C. Economy of Preparation

1. Proposals should be prepared simply and economically in 8 W' x 11" format, providing straight forward, concise descriptions and information. Company brochures, if applicable, should be a separate attachment.

VIII. ATTACHMENTS

- A. MBE/FBE Forms
- B. Non-Competitive Bid Contract
- C. W-9
- D. Vendor Contact

SCHEDULE 2

DECLARATION OF HEALTH INSURANCE COVERAGE

NOTE: All bidders must complete items 1 and 2.

To be eligible for a preference based on the provision of a reasonable health care plan, this schedule must be completed. If you do not desire to obtain this preference, do not complete items 3-5. However, you must sign the form regardless of how much of the form you complete.

1. Do you provide or offer to provide health care insurance to your employees who work thirty (30) or more hours a week?
_____Yes _____No

2. What are the basic outlines of any health care insurance plans offered?

3. Answer the following specific questions about all of the health care insurance plans offered to your employees who work thirty (30) or more hours a week.

a. What is the monthly employee contribution to the health care insurance plan?

b. What is the amount of any employee deductible for plan coverage?

c. What is the amount of any employee co-payments for plan coverage?

d. Is dental insurance offered to your employees?

e. Describe the range of services offered under any health care insurance plans offered to your employees.

4. Have you offered reasonable health care insurance to your employees that they, as a group, have refused? _____yes _____no

When? _____

5. If the answer to question number 4 is yes, provide the information requested in number 3 above regarding the type of plan offered.

Name: _____
Title: _____

SCHEDULE 3

**AFFIDAVIT OF COMPLIANCE WITH CLEVELAND CODIFIED
ORDINANCE CHAPTER 189**

County of _____)
) ss:
State of _____)

I, _____, being duly sworn according to law, and having personal knowledge of the facts stated herein, hereby state as follows:

1. I am the _____ (title) of _____ (name of entity or company) and am authorized to sign this affidavit.

2. The above-named entity/company agrees to comply with the requirements of the Fair Employment Wage Law, Cleveland Codified Ordinance Chapter 189, if it is awarded a contract pursuant to this bid/proposal.

3. Indicate in the space provided whether all Covered Employees, as defined in C.C.O. 189.01(d) of the above-named entity are currently paid the Fair Employment Wage, as defined in C.C.O. 189.02(a).

_____ YES _____ NO

FURTHER AFFIANT SAYETH NAUGHT. _____

Name: _____ Title: _____

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 20__.

Notary Public

SCHEDULE 4

CURRENT CONTRACTS WITH THE CITY

Provide the following information about any current contracts you or your company has with the City of Cleveland.

1. City Contract Number.
2. Type of Services.
3. Contract Expiration Date.
4. Dollar Amount of Contract.
5. Amount paid to date (specify date)._____

19820
updated 9.3.04



VENDOR ENTRY FORM

Add Vendor
 Change Vendor Info
 Delete Vendor

Business Name:							
1099 INFORMATION							
Incorporated?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Federal Tax ID:		-		
If "NO" Check One:	<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHER:						
If "NO" Enter your Social Security Number:				-		-	
IRS Reporting Name*:							
<i>*If this is not the name listed on contracts with the city, please attach a detailed explanation.</i>							
Address:							
City:					State:		Zip:
Phone:	()	Ext.		Fax:	()		
Website Address:							
Email Address:							
ORDERING ADDRESS INFORMATION							
Check each that applies*:							
Address:							
City:					State:		Zip:
Phone:	()	Ext.		Fax:	()		
Contact:				Title:			
Email Address:							

**Please attach additional pages if you have more than one ordering/other location.*

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	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 the "Name" line 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					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: none;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: none;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; border: none;">-</td> <td style="width: 90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

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 ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

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

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

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

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

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



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Melissa K. Burrows, Director
Office of Equal Opportunity

EQUAL OPORTUNITY CLAUSE

(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

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

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or 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
Mayor's Office of Equal Opportunity**

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

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

2. Definitions:

As used in this Notice to Bidders and the attached OEO Schedules, the following words, phrases, and terms shall be defined as set forth below:

- (a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.
- (d) "City" means the City of Cleveland, Ohio.
- (e) "City of Cleveland Small Business" or "CCSB" means a CSB that has its principal office located physically within the municipal boundaries of the City.
- (f) "Cleveland Area Small Business" or "CSB" means a Business Enterprise certified under division (a) of Section 187.03.
- (g) "Cleveland Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28.
- (h) "Contract" means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.
- (i) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.
- (j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs,

MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.

- (k) "Director" means the Director of the Office of Equal Opportunity.
- (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) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) "Local Producer" means a Person that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2)
 - A. grows food or fabricates goods, whether or not finished, from organic or raw materials;
 - B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;
 - C. supplies goods by performing a Commercially Useful Function; or
 - D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.
- (q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) "Local Sustainable Business" means a Business Enterprise that:
 - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
 - (2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.
- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.

- (u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. Required OEO Schedules:

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

Schedule 1: PROJECT CONTACT INFORMATION FORM

Schedule 1, the PROJECT CONTACT INFORMATION FORM, provides the Office of Equal Opportunity with the necessary contact information to conduct its monitoring responsibilities. Each Bidder or Proposer shall complete, sign and submit Schedule 1 and include it with its bid or proposal.

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, identifies all of the subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete, sign and submit Schedule 2 and include it with its bid or proposal. Bidders or Proposers shall list all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract, and all requested contact information. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding 1 dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must be an actual dollar amount, and should not be a range of values or a percentage of the contract.

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR, verifies that the certified CSB, MBE and/or FBE subcontractors listed on Schedule 2 have agreed to work with the Bidder or Proposer on the project, and that the two parties have agreed on general contract terms. Each certified CSB, MBE, and/or FBE listed as a prospective subcontractor on Schedule 2 shall complete, sign and return Schedule 3 to the Bidder or Proposer, and the Bidder or Proposer shall include the completed Schedule 3 with the bid or proposal. Part 1, Part 2 and Part 3 on each Schedule 3 must correspond with Part 1, Part 2 and Part 3, respectively, on Schedule 2 for the appropriate subcontractor.

No CSB, MBE, or FBE participation credit will be considered for a certified CSB, MBE and/or FBE subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3 included in the bid or proposal.

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

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

Schedule 4, CSB/MBE/FBE UNAVAILABILITY/IMPRACTICALITY CERTIFICATION, allows the Bidder or Proposer to document its good faith effort to achieve the CSB, MBE, and/or FBE subcontracting goals identified for the project in the bid documents. If a Bidder or Proposer has met or exceeded the subcontracting goals for the project, the Bidder or Proposer shall indicate this in Section A of Schedule 4. If the Bidder or Proposer has not met the subcontracting goals for the project, the Bidder or Proposer will indicate this in Section A of Schedule 4, and complete Section B.

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

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

4. Equal Employment Certification:

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

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

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

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

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

5. **CSB Certification:**

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

There are two classifications of CSBs:

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

A **Regional Cleveland Small Business (RCSB)** is a CSB headquartered within Cuyahoga County, but not within the City itself.

A business is eligible for certification as a Cleveland Area Small Business (CSB) if it meets the following criteria:

- (1) It is a Small Business Enterprise;
- (2) It has its principal office located physically in Cuyahoga County; and
- (3) Its chief executive officer and highest level managers maintain their offices and perform their managerial functions in the Cleveland Contracting Market.

A business qualifies as a Small Business Enterprise if it meets size requirements of the US Small Business Administration, or separate economic criteria as established by the Director of the Office of Equal Opportunity in the Regulations. You can find the current SBA size standards here: <http://www.sba.gov/content/small-business-size-standards>

6. **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.

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

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

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

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

7. **MBE/FBE Certification:**

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

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

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

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

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

8. MBE and FBE Contract Participation

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

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

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

9. MBE/FBE Bid Discounts:

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

10. MBE/FBE Evaluation Credits:

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

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

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

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

12. CSB Bid Discounts:

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

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

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

13. 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.

14. CSB Subcontracting Bid Discounts and Additional Retainage:

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

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

15. LPE and SUBE Certification:

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

16. LPE and SUBE Bid Discounts:

The Contracting Department shall apply a Bid Discount in the following amounts for bids received from LPE and/or SUBE prime contractors:

A Bid Discount of two percent (2%) for bids received from LPEs.

A Bid Discount of two percent (2%) for bids received from SUBEs.

17. LPE and SUBE Evaluation Credits:

The Contracting Department shall apply an Evaluation Credit in the following amounts for proposals received from LPE and/or SUBE prime contractors:

An Evaluation Credit of two percent (2%) for proposals received from LPEs.

An Evaluation Credit of two percent (2%) for proposals received from SUBEs.

18. Maximum Annual Subcontracting Program Benefit:

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

The Director 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.

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

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

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

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

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

20. 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.

21. Use of General Contractors as Subcontractors for CSB/ MBE/FBE Prohibited:

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 1, the Schedule of Subcontractor Participation.

22. Subcontractor Participation Compliance Monitoring

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at <http://cleveland.diversitycompliance.com>, or through a link on the Office of Equal Opportunity's website at <http://city.cleveland.oh.us/o eo>.

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

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

Please note that use of the B2Gnow system requires an email account and access to a personal computer with internet connectivity. This requirement applies to both prime contractors and subcontractors. The City will provide for access to a computer and internet connection at Cleveland City Hall, upon appointment, for those contractors who do not otherwise have access to the required technology.

Community Benefit Policies:

- CODIFIED ORDINANCE 123 PREVAILING WAGE
- CODIFIED ORDINANCE 187 CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A LOCAL PRODUCER SUSTAINABLE DEVELOPMENT
- CODIFIED ORDINANCE 188 CLEVELAND RESIDENT EMPLOYMENT LAW
- CODIFIED ORDINANCE 189 LIVING WAGE
- Green Building Standards, Office of Sustainability

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.



**City of Cleveland
Office of Equal Opportunity
Schedules Checklist**

This checklist will guide you through the Office of Equal Opportunity Schedules that must be completed and submitted as part of your bid or proposal.

Schedule 1: Project Contact Information Form

- Is all requested contact information included?
- Is the form complete and signed?

Schedule 2: Schedule of Subcontractor Participation

- Did you specify the total dollar amounts for each subcontract?
- Did you verify that each subcontractor is certified for the type of work to be performed?
- Is the form complete and signed?

Schedule 3: Statement of Intent to Perform as a Subcontractor

- Did the subcontractor specify the total dollar amount of the subcontract?
- If applicable, has the re-subcontracting section been completed?
- Is the form complete and signed by the subcontractor?

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

- Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- 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?



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

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE SUBCONTRACTORS (Certified and non-certified) 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 for the contract.

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$

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 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.

Authorized Representative:			
Signature:		Date:	



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

Project Name:	
Bidder/Proposer Name:	

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$



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

Subcontractor Name:	
Bidder/Proposer Name:	
Project Name:	

Subcontractor is a: CSB
 MBE
 FBE

Have you (subcontractor) 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

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

- Yes (If Yes, fill out a "Blank" Schedule 2 and indicate the subcontractors being used as 2nd Tier subcontractors.)
- No

The undersigned prospective subcontractor will enter into a written agreement with the Bidder or Proposer for the above work items after the award, but prior to the execution of the contract with the City of Cleveland.

Authorized Subcontractor Representative:			
Signature:		Date:	



City of Cleveland - Office of Equal Opportunity

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

Project Name:	
Bidder/Proposer Name:	

Note: Prime contractors are expected to use good faith efforts in utilizing CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the prescribed CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 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.				

- 2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a **detailed explanation** of the nature of the work and the reasons that additional subcontracting is not possible **on a separate attached page.**

Authorized Representative:			
Signature:		Date:	

Requested By: _____
(Department/Office)



**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2020
(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 2020 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, 2018 and December 31, 2019 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, 2018 and December 31, 2019 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 2020 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, 2018 and December 31, 2019.
- ____ (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, 2018 and December 31, 2019 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, 2018 and December 31, 2019 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 _____)
) SS:
 COUNTY OF _____)

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 _____

