



September 17, 2015

Dear Prospective Firm:

The City of Cleveland, ("City"), owner and operator of Cleveland Hopkins International Airport, ("Airport" or "CLE"), through its Director of the Department of Port Control ("Director"), invites written Statements of Qualifications ("Statements") from professional artists, team of artists or art institution ("Artists") that have the requisite demonstrable competence in providing professional art design services. The aesthetic appearance of the designs shall be that of a contemporary, innovative and attractive artwork that fits well within the new space, for improvements at the Airport, as part of the CLE Terminal Façade Art Project. The project includes consultation and design of the artwork.

An artist briefing will be held at the Department of Port Control, 5300 Riverside Drive, Cleveland, Ohio 44135 at the Stephanie Tubbs Jones Gallery on the RTA level, on Friday, October 2, 2015 at 10:00 a.m. local time. A site visit will follow the artist briefing. Although attendance is not mandatory, Artists are encouraged to attend. For reasons of security, those planning to attend the briefing must register by 4:00 p.m. local time on **Wednesday, September 30, 2015** by e-mail to kbahhur2@clevelandairport.com. At or before the briefing, interested parties may submit or ask questions pertaining to this Request for Qualifications and the services desired. Please e-mail questions to the e-mail address listed above.

Artists interested in this Request for Qualifications, should please submit seven (7) complete Statements, consisting of one (1) unbound original, five (5) identical bound copies and one (1) digital copy in either Microsoft Word (.doc/.docx) or Adobe Acrobat (.pdf) format, to the City no later than **4:00 p.m. local time on Friday, October 23, 2015**. No Statements shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City.

Sealed Statements may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: Statement: **CLE Terminal Façade Art Project**.

Cleveland Airport System
Department of Port Control
Administrative Offices
5300 Riverside Drive
P. O. Box 81009
Cleveland, Ohio 44181-0009
Attention: Kassan Bahhur

If Statements are hand-delivered, they should be addressed as above and taken to the Welcome Center located in the center of the baggage claim level of the passenger terminal building at Cleveland Hopkins International Airport, between the hours of 9 a.m. and 4 p.m.

The Director reserves the right to reject all Statements or portions of any or all Statements, to waive irregularities and technicalities, to re-advertise or to provide the service otherwise in the

best interest of the City. The Director may, at his sole discretion, modify or amend any and all of the provisions of this notice or the Request for Qualifications.

The Request for Qualifications documentation is available on the City Website as follows: <http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/RFP> or at the Department of Port Control at <http://www.clevelandairport.com/company/business-opportunities/bids-rfps>.

All future documentation including addenda, response to questions, schedule changes and additional requirements for this Request for Qualifications will be posted on the above sites as no additional mailings will be made.

Should you have any questions regarding this solicitation, please contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kassan Bahhur".

Kassan Bahhur
Procurement Officer
Cleveland Airport System
Department of Port Control



Request for Qualifications

**Cleveland Hopkins International Airport
CLE Terminal Façade Art Project**

Issued: 9/17/2015

**Department of Port Control
Cleveland Hopkins International Airport
5300 Riverside Drive
P.O. Box 81009
Cleveland, Ohio 44181-0009
Phone: 216-265-6000
Fax: 216-265-6021**

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ATTACHMENTS:

Northern Ireland Fair Employment Practices Disclosure
Affidavit
Request for Taxpayer identification number
Non-Competitive Bid Contract Statement for Calendar Year 2015

EXHIBITS

Exhibit "A" - Project Diagrams

INTRODUCTION

The City of Cleveland, owner and operator of Cleveland Hopkins International Airport, ("Airport" or "CLE"), through its Director of the Department of Port Control ("Director"), invites written Statements of Qualifications ("Statements") from professional artists, team of artists or art institutions ("Artist") that have the requisite, demonstrable competence in providing professional art design services. The aesthetic appearance of the designs shall be that of a contemporary, innovative and attractive artwork that fits well within the new space, for improvement at the Airport, as part of the CLE Terminal Façade Art Project. The project includes consultation and design of the artwork.

The Department of Port Control ("Department") seeks to implement a comprehensive design strategy that focuses on designing approved art at the newly renovated Façade Area:

CLE Terminal Façade Art Project

Project Theme: "This is Cleveland, change the conversation..."

Cleveland Hopkins International Airport is redesigning its ticketing level terminal. A part of this redesign will showcase artwork that will inspire, motivate and awe passengers with an artistic flare embracing the project theme, "This is Cleveland, change the conversation".

The Department is looking for professional artists or art institutions that will provide a detailed artistic design for the project.

An artist briefing will be held at the Cleveland Hopkins International Airport, 5300 Riverside Drive, Cleveland, Ohio 44135 at the Stephanie Tubbs Jones Gallery on the RTA level, on Friday, October 2, 2015 at 10:00 a.m. local time. A site visit will follow the artist briefing. At that time, interested parties may ask questions pertaining to this Request for Qualifications ("RFQ"). For reasons of security, those planning to attend the artist briefing must register by 4:00 p.m. local time, Wednesday, September 30, 2015 by calling Kassan Bahhur at (216) 265-6186 or by e-mail to kbahhur2@clevelandairport.com. When registering for the briefing, it will be necessary to provide the names of all attendees and the Company's name (if applicable).

Each Artist shall submit seven (7) complete Statements, consisting of one (1) unbound original, five (5) identical bound copies and one (1) CD-ROM containing the Statement and all attachments in Portable Document Format ("PDF") to the City of Cleveland no later than 4:00 p.m. local time, Friday, October 23, 2015. No Statements shall be accepted after that time unless such date or time is extended pursuant to a written addendum issued by the City of Cleveland.

Sealed Statements may be mailed or delivered to the address below and must be identified on the outside of the envelope(s) as: **Statement: CLE Terminal Façade Art Project:**

Cleveland Airport System
2nd Floor Administrative Offices
P. O. Box 81009
5300 Riverside Drive
Cleveland, Ohio 44181-0009
Attn: Kassan Bahhur, Procurement Officer

If Statements are hand-delivered, Statements should be addressed as above and taken to the Airport Information Counter, located in the center of the baggage claim level of the passenger terminal building, at Cleveland Hopkins International Airport.

The Director reserves the right to waive irregularities and technicalities, to re-solicit or to proceed to provide the service otherwise in the best interest of the City. The Director may, at his sole discretion, modify or amend any and all of the provisions herein.

The Department has instituted a program whereby interested parties may receive this Request for Qualifications through the City of Cleveland's website and the Department's website along with all applicable documentation and mailing lists. Please refer to the following websites for access to the Request for Qualifications:

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

<http://www.clevelandairport.com/company/business-opportunities/bids-rfps>

NOTE: In an effort to comply with the City of Cleveland's green initiatives, the Department of Port Control will advertise all future Requests for Proposals and Requests for Qualifications on the websites listed above together with all supporting documentation. A Letter of Invitation will be released as notification of the publication of Request for Proposal or Request for Qualifications for future projects.

All future documentation including addenda, response to questions, schedule changes and additional requirements for the CLE Terminal Façade Art Project Request for Qualifications will be posted on the above sites as no additional paper mailings will be made. Upon receipt of a Letter of Invitation, it is requested that interested Artists contact Kassan Bahhur via e-mail: kbahhur2@clevelandairport.com as confirmation of receipt and interest.

1. PURPOSE OF REQUEST

The City of Cleveland, owner and operator of Cleveland Hopkins International Airport, through its Director, invites written Statements from professional artists, team of artists or art institutions that have the requisite, demonstrable competence in providing professional art design services. The aesthetic appearance of the designs shall be that of a contemporary, innovative and attractive artwork that fits well within the new space, for improvement at the Airport, as part of the CLE Terminal Façade Art Project.

2. SCOPE OF SERVICES

2.1 General Scope of Services:

The Department seeks the services of a professional artist or art institution to design artwork for the CLE Terminal Façade Art Project.

The scope of this contract encompasses the defined work. The Request for Qualifications does not attempt to define all the contract needs nor detail them. Rather, it is flexible and allows for the credentials of the Successful Artist to be demonstrated in the areas of expertise necessary to the contract. Please refer to the sections below for more details regarding the project services and preferred Artist qualifications and experience. The City reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the City.

2.2 Project Specific Services:

- A. The Successful Artist is responsible for creating the final design of the approved concept for the art project. The final design will include a specific and detailed description of all materials to be used in the fabrication of the artwork.
- B. The Successful Artist will coordinate with the project's General Contractor and CLE Project Managers during all phases of the project (as required).
- C. Successful Artist will not submit a project design that exceeds project total budget of \$250,000 for the Terminal Façade Art Project. The total budget shall include all Artist and fabrication costs, including, but not limited to: research meeting costs, design, insurance, proposals, miscellaneous documents, travel, sales tax and transportation.
- D. The Successful Artist will be familiar with Art Design on acoustical material.
- E. It is the responsibility of the Artist to be fully acquainted with the conditions of the project site by conducting visual inspection before Statement submission.
- F. The project scope of work is not intended to be all inclusive, but instead, defines the City's minimum expectations and requirements. The Successful Artist will be required to perform all duties supplementary to the preparation of a conceptual design.
- G. The scope of services required, for the completion of the project, is further detailed in "Project Diagrams and Samples – Exhibit A."
- H. The contract is of a time sensitive nature. The Successful Artist must be available and dedicated to completing all phases of the project by date agreed upon during negotiations.

3. GENERAL TERMS AND CONDITIONS OF THE CONTRACT

3.1 Term and Termination:

- A. The Department intends to recommend award of a contract to the Artist that best satisfies the needs of the Department based on the requirements of this Request for Qualifications. The Department reserves the right to award more than one contract, using the criteria defined in this Request for Qualifications, if, in the Department's judgment, there is more than one qualified Artist to fulfill the commitments. The contract will end upon completion of all phases of the project.
- B. The term of the contract shall begin upon the date of execution and, unless extended by City or unless sooner canceled or terminated pursuant to the provisions of the contract, shall terminate upon the Director's acceptance of completion of all required services, whichever shall occur earlier.
- C. The City may terminate the contract at any time, for cause, upon failure to perform in a manner satisfactory to the City after the successful Artist has received written notice as provided in the contract. Such written notice may specify, among other matters, bankruptcy, unsatisfactory adherence to schedules, unsatisfactory performance of services, unsatisfactory operating practices or unsatisfactory equipment and failure to comply with other provisions of the contract. The City shall, in the sole exercise of its business judgment, determine whether the service or any part thereof, is being performed in an unsatisfactory manner.
- D. The City's Office of Equal Opportunity has waived the sub-contracting requirement for this project.
- E. The City may terminate the contract for cause and without any prior notice should the successful Artist fail to maintain any licenses or permits as required by the contract or fail to adhere to the City's and/or Department's applicable rules and regulations.
- F. The City may, at any time and in its sole discretion, without cause and upon thirty (30) calendar days' written notice, discontinue the contract entirely. Such discontinuance of the contract, by the City, shall not constitute a breach of the contract by the City and the City shall have no obligation or liability whatsoever; and successful Artist shall make no claim for payment of damages or of any cost or expense incurred in connection therewith.
- G. By submitting a Statement in response to this Request for Qualifications, an Artist is certifying that all work will be performed in conformance with applicable local, state and federal laws and regulations and accepts the terms and conditions set forth herein, all of which will be made a part of any contract awarded as a result of this Request for Qualifications.

- H. The contract to be awarded under this Request for Qualifications shall be a fixed-price contract subject to a contract ceiling dollar amount. Said amount includes all fees to be charged for the services plus all related costs and expenses of the successful Artist in performing such services.
- I. Any member of the Artist's team requiring access to a Security Identification Display Area or Air Operations Area as part of his/her assigned duties shall be subject to background checks, fingerprinting and other requirements as may be determined by Federal Aviation Administration or the Transportation Security Agency. Adherence to all federal/state laws and regulations, and airport regulations and policy regarding access to certain airport areas is a requirement of these Contracts. Failure to comply with appropriate security requirements may be grounds for loss of security access and/or Contract termination.

3.4 Insurance:

The successful Artist, at its expense, shall at all times, during the term of the contract resulting from this Request for Qualifications, maintain the following insurance coverage. The insurance company (ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The successful Artist, as contractor, shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Director of Law, evidencing the required insurances upon execution of the contract.

- A. Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00). Each occurrence and subject to a deductible each occurrence of not more than Fifty Thousand Dollars (\$50,000.00) per occurrence and in the aggregate and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the services.
- B. Business automobile liability insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than a combined single limit of One Million Dollars (\$1,000,000.00) for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to the landside area of the Airports and a combined single limit of Ten Million Dollars (\$10,000,000.00) for bodily injury (including death at any time occurring) and property damage per occurrence for any work and/or access to the airside area of the Airport. The business automobile liability insurance shall have a deductible of not more than Fifty Thousand Dollars (\$50,000.00) per occurrence and in the aggregate.
- C. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.

- D. Statutory unemployment insurance protection for all of its employees.
- E. Maintain such other insurance policies as may be reasonably required by the City.
- F. The Artist will name the City of Cleveland as additional insured on all policies, and all policies will contain a clause stating the coverage will be primary and non-contributor as respect to all work being performed for the City of Cleveland, Department of Port Control.
- G. The Artist will provide the City of Cleveland, Department of Port Control with no less than thirty days written notice if the vendor's insurance will be cancelled, non-renewed, or has any material changes in coverage.

4. PROJECT SCHEDULE AND DELIVERABLES

4.1 Deliverables:

The City has established the following list which includes items that the Artist will be required to provide as deliverables. The City reserves the right to modify the list of deliverables at any time before execution of a contract to add, delete, or otherwise amend, any report or other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the City.

- A. Within one week after receipt of a written Notice To Proceed, issued by the Department, the Successful Artist shall be prepared to begin work covered by the contract and shall execute the work to be performed to the Department's satisfaction and in accordance with the tasks specified, unless otherwise directed by the Department.
- B. All work performed by the Artist shall be under the direction of the Department's Project Manager.
- C. At all meetings, between the Department and the Artist, held in connection with the project, the Artist shall take minutes of all topics discussed and depositions or conclusions reached. Within one (1) week, the Artist shall prepare a formal set of meeting minutes and submit same to the Department's Project Manager for approval. The Artist will conduct weekly progress meetings with the Department to brief representatives on the progress of the work and any problems or issues affecting the completion of the task.
- D. All pertinent telephone conversations between the Department and the Successful Artist, relative to instructions and/or authorizations, must be confirmed in writing by the successful Artist and submitted to the Project Manager for written approval.

- E. The Successful Artist is responsible for controlling costs and ensuring that all required work is completed within the approved time limit for each task. No modification to the scope of work or extra work shall be considered by the Department unless conditions have been specifically documented as required by the terms of the contract. Additionally, this documentation shall be verified prior to the Department's authorization to the successful Artist to perform additional work.
- F. The successful Artist and/or staff shall be available with no more than two (2) business days' notice to attend meetings or make presentations at the request of the Department's Project Manager. The successful Artist may be called upon to provide maps, drawings, audiovisual displays and similar material for such meetings.
- G. Copies of all appropriate written correspondence between the successful Artist and any party pertaining specifically to any project shall be provided to the Department's Project Manager within one week of the receipt or sending of such correspondence.
- H. All other correspondence shall be turned over to the Department after completion of the project. The successful Artist shall provide, to the Department, on a monthly basis, progress reports, which describe the work performed on each work element, problems encountered, man hours expended by each member of the team and the total dollar expenditure on the project by work element during the reporting period. Progress reports shall be delivered to the Department's Project Manager within one week of the monthly reporting period and shall be attached to the invoices when submitted for payment.
- I. No work performed on behalf of the Department may be used for other clients or potential clients of the successful Artist without prior written approval from the Department's Project Manager.
- J. Attend briefings with the Director, executive staff and other Department staff as requested. The successful Artist will also be expected to provide briefings to the Director or his designated representative regarding any issues which arise during the conduct of the work.
- K. Provide responses to questions or issues which may be raised by FAA representatives during project reviews and audits.
- L. Provide progress reports, including work accomplished; tasks yet to be accomplished; any issues which have arisen which need the Department's assistance in order to obtain resolution and a description of the percentage of the work completed, in hard copy and electronically (in Microsoft or other pre-approved format).

5. GENERAL INFORMATION

5.1 Submission of Statement:

- A. Each Artist shall provide all information requested by the City in this Request for Qualifications. Artist must organize their Statement to address each of the elements outlined and in the same order listed in Section 7 of this Request for Qualifications.
- B. Artists are advised to carefully read and complete all information requested in the Request for Qualifications. If the Artist's response to this Request for Qualifications does not comply with the conditions for submittal, it shall be considered unacceptable by the City and may be rejected without further consideration.
- C. The City wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all Statements should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non re-useable materials. Materials should be in a format permitting easy removal and recycling of paper. An Artist should, to the extent possible, use products consisting of or containing recycled content in its Statement including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, and the like. Do not submit any or a greater number of samples, attachments or documents than specifically requested.

5.2 City's Rights and Requirements:

- A. Under the laws of the State of Ohio, all parts of a Statement, other than trade secret or proprietary information, may be considered a public record which, if properly requested, the City must make available to the requested for inspection and copying. Therefore, to protect trade secret or proprietary information, the Artist should clearly mark each page, but only that page, of its Statement that contains that information. The City will notify the Artist if such information in its Statement is requested, but cannot, however, guarantee the confidentiality of any proprietary or otherwise sensitive information in or with the Statement. Blanket marking of the entire Statement as "proprietary" or "trade secret" will not protect an entire Statement and is not acceptable.
- B. The Director, at his sole discretion, may require any Artist to augment or supplement its Statement or to meet with the City's designated representatives for interview or presentation to further describe the Artist's qualifications and capabilities. The requested information, interview, meeting or presentation shall be submitted or conducted, as appropriate, at a time and place the Director specifies.
- C. The City reserves the right, at its sole discretion, to reject any Statement that is incomplete or unresponsive to the requests or requirements of this Request for

Qualification. The City reserves the right to reject any or all Statements and to waive and accept any informality or discrepancy in the Statement or the process as may be in the City's best interest.

- D. All Statements will remain in effect and be subject to selection by the City until the earlier of the execution of a final contract or one hundred eighty (180) calendar days after the deadline for Statement submission ("Statement Expiration Date"). Until the Statement Expiration Date, Artist agrees that its Statement shall remain in effect, as submitted, and subject to selection by the City.

5.3 Supplemental Information:

The City may require Artist to further supplement its written Statement to obtain additional information regarding the written Statement or to meet with the City's designated representatives to further describe Artist's qualifications and abilities. The decision regarding which Artist(s) will be asked to supplement a Statement or meet with City representatives is in the Director's sole discretion. Supplements will be utilized for clarification purposes only and the Artist may not substitute material elements of its written Statement, nor may Artist provide previously omitted material.

5.4 Outreach Events:

All Artists must affirm their commitment to supporting and/or participating in Department-sponsored outreach events aimed at attracting and educating small, minority, and female-owned companies on business opportunities with the Department. This may include a nominal fee up to Three Hundred Dollars (\$300.00) at the Director's discretion.

5.5 Equal Opportunity Clause:

The successful Artist, as contractor, will be required to comply with all terms, conditions and requirements imposed on a "contractor" in the following Equal Opportunity Clause, Section 187.22(b) of the Cleveland Codified Ordinances, and shall make the clause part of every subcontract or agreement entered into for services or goods and binding on all persons and firms with which the successful Artist may deal, as follows:

No Artist 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. Artists 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. Artists 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 non-discrimination clause.

Within sixty (60) calendar days after entering into a contract, the successful Artist, as contractor, shall file a written affirmative action program with the Office of Equal Opportunity containing standards and procedures and representations assuring that the Artist affords all qualified employees and applicants for employment equal opportunities in the Artist's recruitment, selection and advancement process.

5.6 Short-listing:

The City will review submitted qualifications and will develop a list of semi-finalist artists that will be invited to create and submit a project design proposal for the CLE Terminal Façade Art Project. The City will notify all semi-finalist artists in writing. After semi-finalist Artist confirmation of participation is received, each semi-finalist Artist will be awarded a \$1,000 honorarium to be used in the preparation of the project design proposal. Submitted proposals become the property of the City of Cleveland.

5.7 Execution of Contract:

The successful Artist shall, within ten (10) business days after receipt of a contract prepared by the City Director of Law, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the City together with evidence of proper insurance and intent to conform to all requirements of the contract and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

5.8 Familiarity with Request for Qualifications:

By submission of a Statement, the Artist acknowledges that it is aware of and understands all requirements, provisions and conditions in the Request for Qualifications and that its failure to become familiar with all the requirements, provisions, conditions and information either in this Request for Qualifications or disseminated either at a pre-qualification conference or by addendum issued prior to the Statement submission deadline, and all circumstances and conditions affecting performance of the services to be rendered by the successful Artist will not relieve it from responsibility for all parts of its Statement and, if selected for a contract, its complete performance of the contract in compliance with its terms. Artist acknowledges that the City has no responsibility for any conclusions or interpretations made by Artist on the basis of information made available by the City and the City does not guarantee the accuracy of any information provided and Artist expressly waives any right to a claim against the City arising from or based upon any incorrect, inaccurate or incomplete information or information not otherwise conforming to represented or actual conditions.

5.9 Anticipated Statement Processing.

The City anticipates it will, but neither promises, nor is obligated to, process Statements received in accordance with the following schedule:

Release of Request for Qualifications	September 17, 2015
Artist Briefing	October 2, 2015
Deadline for Inquiries	October 9, 2015
Written Response to Inquiries	October 16, 2015
Deadline for Statements	October 23, 2015

5.10 Interpretation of Statement Document:

- A. If any prospective Artist finds discrepancies or omissions in this Request for Qualification or if there is doubt as to the intended meaning of any part of this Request for Qualification, a written request for clarification or interpretation must be received by the Procurement Section of the Department of Port Control, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than October 16, 2015. Requests for clarification or interpretation may be submitted via e-mail to kbahhur2@clevelandairport.com.

- B. **The City is not responsible for any explanation, clarification, interpretation, representation or approval made concerning this Request for Qualifications or a statement given in any manner except by written addendum.** The City will post online each addendum issued for this Request for Qualifications. Any addenda so issued are a part of and incorporated into this Request for Qualifications as if originally written herein.

6. QUALIFICATIONS FOR STATEMENT

6.1 Minimum Qualifications:

Each Artist, regardless of the form of its business entity, must meet the following requirements. Failure to meet all requirements may be cause for rejection of a statement. If Artist is a partnership or a joint venture, at least one general partner or constituent member must meet the requirements. Each Artist must:

- (A) Provide evidence that it has a minimum of ten (10) continuous years of experience in performing general artistic or design services.

- (B) Possess all applicable licenses, certificates, permits or other authorizations required by all governmental authorities, including the City, having jurisdiction over the operations of the Successful Artist at the Airport or elsewhere.

- (C) Be authorized to conduct business in the State of Ohio, County of Cuyahoga and the City of Cleveland.
- (D) Demonstrate experience in establishing and maintaining constructive relations with project stakeholders and the community.
- (E) Artist must have demonstrated experience in creating Art Design for an area with acoustical materials.

7. STATEMENT CONTENT

The Statement shall consist of the following documents in the sequence listed below. To facilitate quick reference, each section of the Statement shall be offset with a tab. The Statement may be disqualified if the documents are not submitted in the sequence listed below.

- (A) Cover Letter: The cover letter should identify the Artist and state other general information that the Artist desires to include regarding the Artist's business organization. At a minimum the cover letter must include the name, form of business entity (e.g. corporation, partnership, joint venture, etc.), principal address, federal tax identification number, telephone number, facsimile number and e-mail address.

If a corporation, state the full name and title of each of the corporate officers and their experience as an owner, operator or manager of a Design firm. The state of incorporation is to be included. If the firm is not an Ohio corporation, include a statement advising whether or not the firm is qualified to do business in the State of Ohio as a foreign corporation. A foreign corporation will be required to qualify to do business in the State of Ohio prior to the execution of a contract.

If the firm is a sole proprietorship state the name of the individual doing business.

If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is active or dormant; whether each partner is a general or limited partner; each partner's experience as an owner, operator or manager of an interpretation and/or translation firm and the proportionate share of the business owned by each partner.

If a joint venture, state the names of the firms participating in the joint venture and the principal officers of each firm; each officer's experience as an interpretation/translation consultant and the proportionate share of the joint venture owned by each joint venture partner.

- (B) Executive Summary: The executive summary should provide a clear and concise summary of the Artist's background, level of expertise, direct relevant experience and ability. The executive summary should make the

Artist's case as the best candidate for providing the required services. This section should be structured so that it can serve as a stand-alone summary.

- (C) Exceptions: Artist shall include a list of exceptions to the Request for Qualifications, if any. If there are no deviations or exceptions to any portion of this Request for Qualifications, Artist shall state that on the "Exceptions" page. If no deviations or exceptions are identified and the City accepts the Artist's statement, Artist shall conform to all of the requirements contained in the Request for Qualifications.
- (D) Experience: This section gives Artists the opportunity to discuss their experience and what defines them as a leader in their field. Artist may submit as much information in this section as is needed to differentiate its artwork and Statement from the other Artists.

Please include at a minimum the following information: (i) clearly communicate how you meet or exceed the minimum qualifications; (ii) list relevant recent experience in providing art services for artistic projects as described in this Request for Qualifications and state the number of persons you currently employ in such operations; (iii) clearly state the total number of such projects, and their locations, that you have provided and implemented at a facility comparable in size to CLE within the last five (5) years; (iv) give the name, location and date of all similar contracts that have been terminated or canceled within the past three (3) years, prior to the expiration of their contractual term, and also list any judgments terminating or any pending lawsuits or unresolved disputes for the termination of such services provided by you within the past three (3) years; and (v) give the names and addresses of at least three (3) references as to your professional capability. The references should include the name of the contact person, e-mail address and telephone number.

- (E) Statement of Project Goals: In a brief narrative format, the Artist should set forth its understanding of the anticipated project goals and discuss the unique nature of art services.
- (F) Work Sample: The Artist shall submit a CD with digital images of at least 5 to 8 most recent works in .jpg file type. File size should not exceed 72 dpi. Each page must feature a single artwork. Composites of various artworks in a single image will be discarded. Teams may submit at least 5 to 8 pages for each team member. Label your CD with "2015 CLE Terminal Façade Art Project" and your full name. Include name of artist, title of work, year, media, size, location of artwork, project budget, image number and any other relevant information.
- (G) Affidavit: Artist shall submit with its Statement an affidavit stating that either it nor its agents, nor any other party for it has paid or agreed to

pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure this contract subject to proposal and further agreeing that no such money or reward will be hereafter paid.

- (H) Additional Submittal Requirements: Artists shall complete, execute and return with its Statement the following documents, copies of which are attached to this Request for Qualifications: (i) Northern Ireland Fair Employment Practices Disclosure; (ii) Information for Form 1099; (iii) Affidavit; and (iv) Non-Competitive Bid Contract Statement for Calendar Year 2015.

The submission of a Statement shall be considered evidence that the Artist has satisfied itself relative to all conditions of this Request for Qualifications and has ascertained either by inspection, investigation, or otherwise, all circumstances, procedures, conditions and requirements affecting the awarding of the Contract.

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

8. INQUIRIES

Interested parties may submit written questions pertaining to the Request for Qualifications. Verbal responses given by representatives of the City at any time may not be relied upon by the Artist in submitting its Statement or in the performance of its obligations under the Request for Qualifications. The City will post online any amendments or clarifications to the Request for Qualifications. Questions must be submitted, in writing, to Kassar Bahhur, Cleveland Airport System, 5300 Riverside Drive, P. O. Box 81009, Cleveland, Ohio 44181-0009 no later than October 9, 2015. Questions may be submitted via e-mail to kbahhur2@clevelandairport.com.

9. DISQUALIFICATION

The City reserves the right to reject any Statement that does not provide or is unresponsive to the information requested herein. The City reserves the right to reject any and all Statements or to waive and accept any deviation in order to award the contract in the City's best interest, as determined in the City's sole discretion.

In addition, Statements shall not be accepted from any Artist that is in default as surety or otherwise upon an obligation to the Department or the City or that has failed

to perform faithfully any previous contract with any airport or the City, or is currently in default on any current contract with the Department or the City.

The City reserves the right to reject any and all Statements without cause. An Artist's failure to respond to all questions thoroughly and completely may result in rejection of its Statement. The City reserves the right to thoroughly investigate the financial status, qualifications, experience and history of performance of each Artist.

The City reserves the right to cancel the award of the Contract, with or without cause, at any time before such Contract has been fully executed by all parties.

10. EVALUATION OF STATEMENTS

Each Statement submitted to the City shall be evaluated by the Department of Port Control. Only Statements which are received on or before the submittal deadline and which meet all the requirements of this Request for Qualifications shall be considered. The City reserves the right to contact Artists to obtain clarifications of information contained in the Statement.

The City will review submitted qualifications and will develop a list of semi-finalist Artists who will be invited to create and submit a project design proposal; for the art project, the CLE Terminal Façade Art Project. The City will notify all semi-finalist artists in writing. After semi-finalist Artist confirmation of participation is received, each semi-finalist Artist will be awarded a \$1,000 honorarium to be used in the preparation of the project design proposal. Submitted proposals become the Property of the City of Cleveland.

The numerical rating, following each factor set forth below, indicates the importance of the requested information in the selection process. The resulting selection rating will not reflect on the professional abilities of the Artist. Instead, the rating reflects the City's best attempt to quantify each Artist's ability to provide the services set forth in the contract and to meet the specific conditions and criteria included in this Request for Qualifications.

- (A) Qualifications/Experience (Rating up to 30 points)
- (B) Statement of Project Goals (Rating up to 30 points)
- (C) Work Product Sample (Rating up to 40 points)

Exhibit "A"

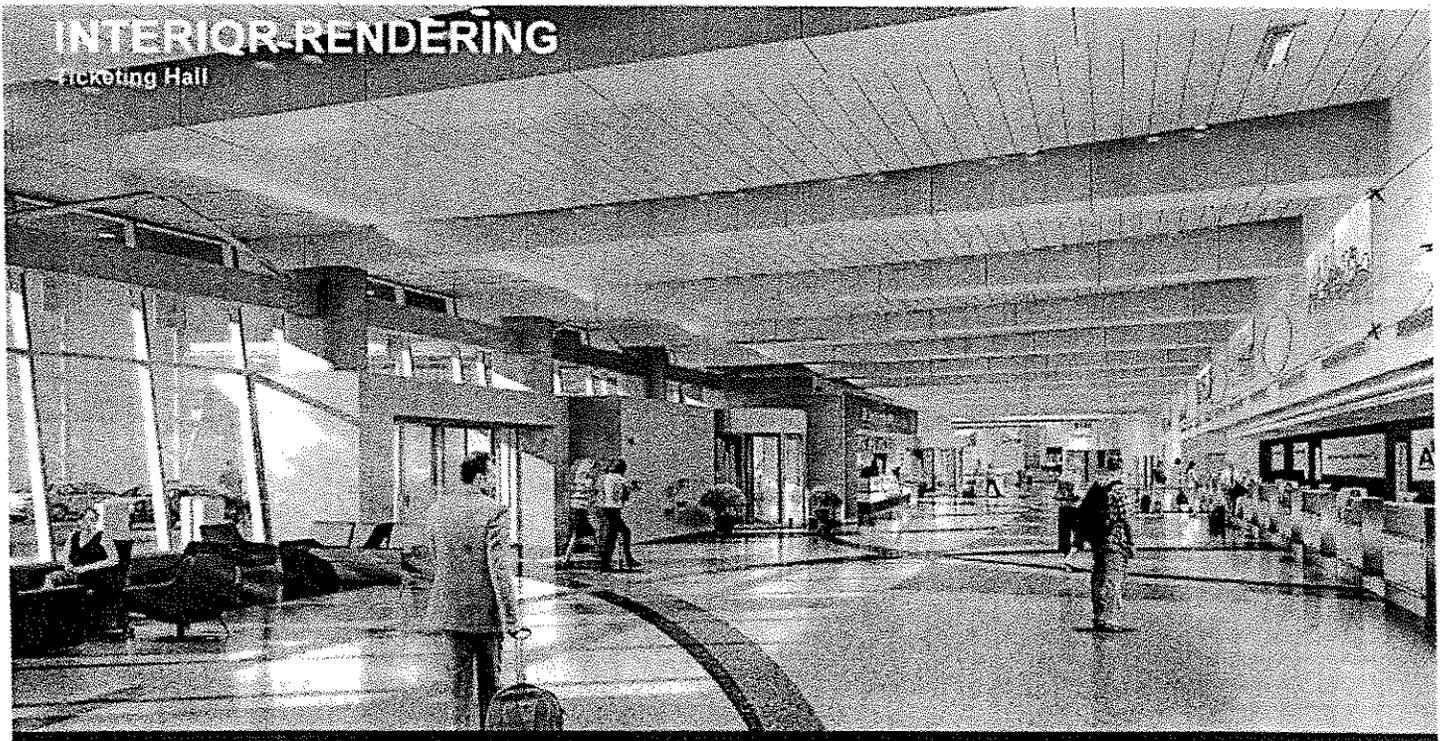
CLE Terminal Façade Art Project

Project Location: CLE Terminal Ticketing Lobby

Dimensions: See attachment

Sample Area:

- Eleven (11) Sections on South side (Checkpoint C to Jet Blue Counter)
- Twelve (12) Sections on North side (Southwest Counter to Checkpoint A)
- Five (5) Sections on far North side (American Counter to end)



LEO A DALY

VAA Van Auken Akins
ARCHITECTS INC.

CS

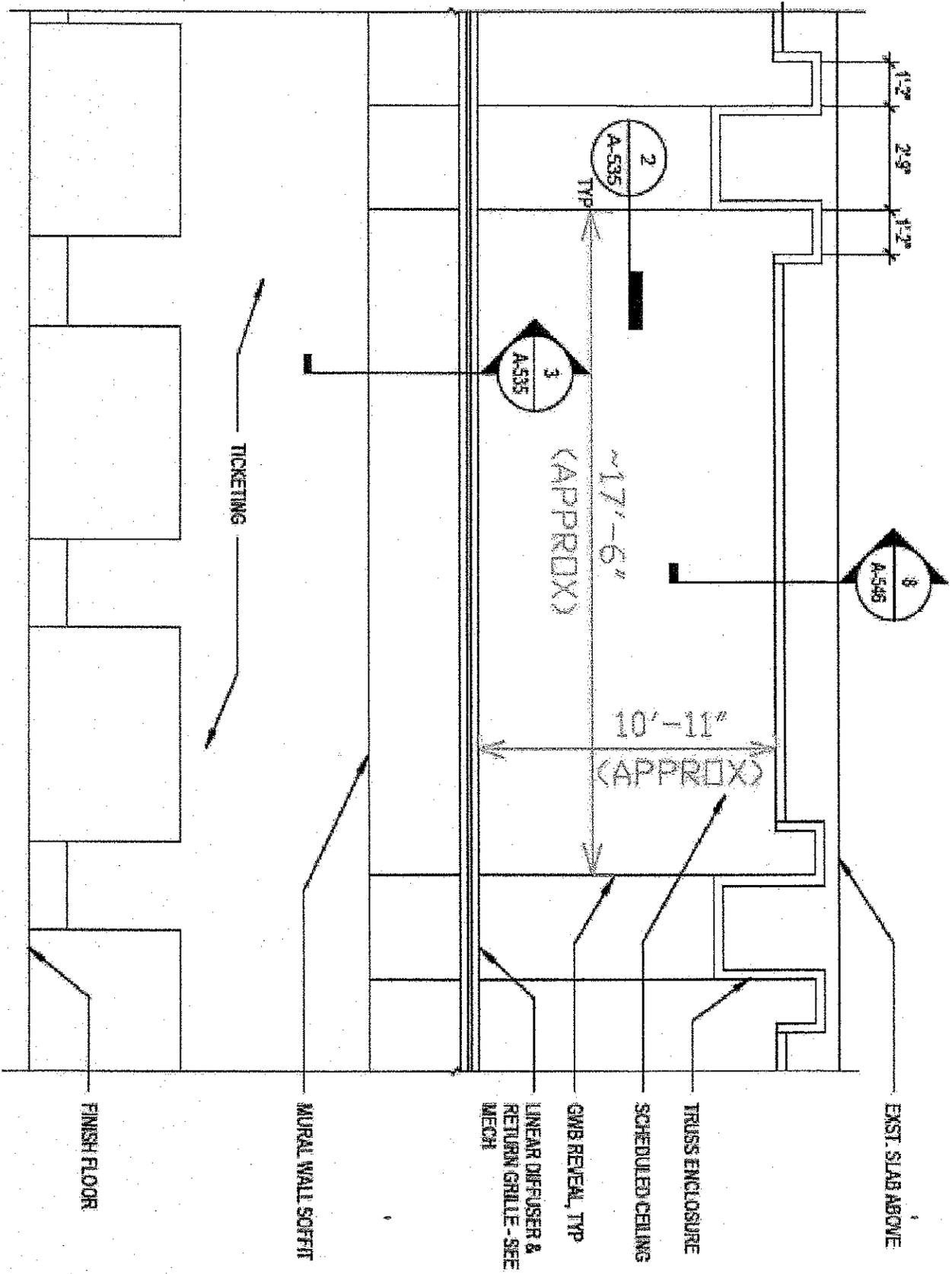
WESTSIDE
BRIDGE
CORPORATION

CAI

CAI



CLEVELAND
TERMINAL



1 MURAL WALL PARTELEVATION

SCALE: 1/4" = 1'-0"

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two (2) years.

CHECK, WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor

By: _____

Title: _____

* "Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

NOTE: Sections 181.23 and 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF _____

COUNTY OF _____

} SS

AFFIDAVIT

_____ being first duly sworn deposes and says:

Individual only: That he/she is an individual doing business under the name of _____
at _____, State of _____

Partnership only: That he/she is the duly authorized representative of a partnership doing business under the name of _____, in the City of _____, State of _____

Corporation only: That he/she is the duly authorized, qualified and acting _____ of _____, a corporation organized and existing under the laws of the State of _____;

Individual only: and that said individual, said partnership or said corporation, is filing herewith a bid to the City of Cleveland in conformity with the foregoing specifications; Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract: _____

Affiant further says that he/she is represented by the following attorneys: _____
and is also represented by the following resident agents in the City of Cleveland: _____

Partnership only: Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership: _____

Affiant further says that said partnership is represented by the following attorneys: _____

and is also represented by the following resident agents in the City of Cleveland: _____

Corporation only:

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

- President
- Vice President
- Secretary
- Treasurer
- Cleveland Manager or Agent
- Attorneys

Directors:

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

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

(name of individual, partnership or corporation)

Further affiant said not.

(Sign Here) 

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

20____.

Notary Public

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <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) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally 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.

Social security number									
-				-					

or

Employer identification number									
-				-					

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

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

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

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

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.
***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Requested By: _____
(Department/Office)



**NON-COMPETITIVE BID CONTRACT
STATEMENT FOR CALENDAR YEAR 2015
(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 2015 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, 2013 and December 31, 2014 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, 2013 and December 31, 2014 that totaled in excess of \$1,000.00.

