CITY OF AKRON, OHIO

DIVISION OF PURCHASING
ROOM 501 MUNICIPAL BUILDING
166 S. HIGH STREET
AKRON, OH 44308

Invitation to Bid

FOR FURNISHING

PAINTING AT WATER RECLAMATION FACILITY

INVITATION NO. PWRF/14

DATED October 9, 2014

SEALED BIDS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN FOR THE PURCHASE OF ITEM AND/OR ITEMS LISTED IN THIS INVITATION WILL BE RECEIVED UNTIL THE TIME, DATE, AND THE PLACE INDICATED BELOW, AND THEN PUBLICLY OPENED.

TIME OF OPENING 10:00 a.m.

DATE OF OPENING Tuesday, November 4, 2014

PLACE OF OPENING ROOM 501 MUNICIPAL BUILDING

166 S. HIGH STREET, AKRON, OHIO

BID DEPOSIT None IS REQUIRED

PERFORMANCE BOND 20% IS REQUIRED

ORDINANCE NO. In process

LEGAL NOTICE REQUIRED October 20 & 27, 2014

CALL MIKE BREHOB AT 330-375-2963, EXT. 7125 TO SCHEDULE AN ON SITE VISIT AT THE AKRON WATER RECLAMATION FACILITY, 2460 AKRON-PENINSULA ROAD, AKRON, OHIO 44313.
INVITATION TO BID

Sealed bids will be received by the City of Akron at the Purchasing Office, 501 Municipal Bldg., 166 S. High Street, Akron, OH 44308, until 10:00 a.m., local time Tuesday November 4, 2014 for:

1. Zinc Orthophosphate Corrosion Inhibitor
2. Fluorosilicic Acid
3. Sodium Hydroxide (Caustic Soda)
4. Sodium Hypochlorite
5. Liquid Sodium Chlorite
6. Grounds Maintenance for Water Supply (MANDATORY PRE-BID MEETINGS 10/28/14 & 10/29/14 at 10:00 a.m.)
7. Painting at Water Reclamation Facility

Specifications, which include compliance with City Ordinance No. 616/1970, Equal Employment Opportunity of Public Contracts, MAY BE OBTAINED, AT NO CHARGE, AT THE PURCHASING OFFICE, BY DOWNLOADING THEM AT www.akronohio.gov/Purchasing, OR BY CALLING (330) 375-2179. WE WILL NOT FAX COPIES OF BIDS.

The City of Akron, through its duly authorized constituted officials, reserves the right to reject any, part or any of all bids, to waive informality in any bid and to hold all bids for a period of 90 days before acceptance.

Persons with disabilities needing assistance are asked to contact Billy Soule, Assistant to the Mayor for Community Relations, 166 S. High Street, Room 200, Akron, Ohio 44308 (voice) 330-375-2189, (TDD) 330-375-2345, at least seven (7) days in advance.

PUBLISH: October 20 & 27, 2014

By order of the City of Akron

Jerry Roberts, C.P.M.
Purchasing Agent

Donald L. Plusquellic,
Mayor
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1. PURPOSE OF BID
The City of Akron intends to secure a contractor for the below mentioned service at the lowest and best responsible price, with early, satisfactory, prompt and convenient service by the contractor to the City. Any failure on the part of the contractor to comply with the ensuing conditions and specifications shall be reason for termination of contract.

1. BID REQUEST
Please submit a bid for furnishing PAINTING AT WATER RECLAMATION FACILITY, over the time period, as detailed on the attached specifications, allowing for a 30 day cancellation notice by the City only, and the vendor making no claim for damages or additional compensation by reason of such cancellation by the City.

3. ACCEPTANCE OF SERVICE
The service delivered under this bid shall not be paid for until a physical inspection and actual usage of this material is made, and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accordance with specifications of the highest quality. In the event the service supplied to the City does not conform to the specifications, the City reserves the right to cancel the contract upon a 30 day written notice to the contractor and refuse to pay until specifications are conformed with. The contract will be immediately cancelled for lack of insurance per paragraph #18.

4. AFFIRMATIVE ACTION PROGRAM
Bidder must complete the attached E.E.O. Report, and return it with the bid to the satisfaction of the City's E.E.O. Officer. This information is essential to avoid delaying the award process. Time extensions for submitting this form only are allowable on request. If downloading the specifications, you must click on the E.E.O. link to download the form separately. PLEASE DO NOT STAPLE OR BIND THIS FORM TO YOUR BID.

5. ALTERNATES TO THE REQUEST
Alternate quotes or deviations from the specifications must be identified as an alternate quote or deviation from the specification. The bidder will note in writing any exceptions to the conditions of this bid. Exceptions to Bid Conditions will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

6. ASSIGNMENT OF CONTRACTUAL RIGHTS
It is agreed that the successful bidder will not assign, transfer, cancel, convey, or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent by the City and any sureties.
7. BID BOND AND PERFORMANCE BOND
Pursuant to Section 34.09 of the Code of Ordinances of the City of Akron, Ohio, 1978, the Purchasing Agent has determined that a bid deposit is not required.

The successful bidder only will be required to provide a performance bond in the amount of 20% of the total amount of the contract. All bonds are at the bidder's expense.

This signed bid shall be considered an offer on the part of the contractor, which offer shall be deemed accepted upon approval by the City Board of Control, or the issuance of a purchase order and in case of a default on the part of the contractor after such acceptance, the City of Akron, Ohio, may take such action as it deems appropriate including legal action of damages or specific performance.

8. BRAND NAMES – NOT APPLICABLE

9. COLLUSION CLAUSE
Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to be a fixed price, or otherwise, will render the bids of such bidders void.

Advance disclosures of any information to any particular bidder which gives that particular bidder an advantage in regard to being awarded the contract, in advance of the opening of bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all bids of that particular bid solicitation.

10. COPYRIGHTS OR PATENT RIGHTS
Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

11. COMPLETION SCHEDULE
Guarantee completion per your bid. Desired delivery time is AS REQUESTED BY THE ORDERING DEPARTMENT.

Purchaser reserves the right to cancel such contracts or any part thereof, without obligations if completion is not made at the time(s) specified on your bid form.

12. DELIVERY POINT
All items shall be delivered F.O.B. to destination as specified on pricing page, and delivery costs and charges (if any) will be included in the bid price. Failure to do so may be cause for rejection of the bid.

13. DISCOUNTS
Discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid form. All terms of payment (cash discounts) will be taken and computed from the date of receipt of invoice, or receipt of material, whichever is later.

14. DISQUALIFICATION OF BIDDERS
Bidder may be disqualified and rejection of bids may be recommended to the City for any of (but not limited to) the following causes:

1. Failure to use the bid form furnished by the City.
2. Failure to return bids in either the envelope furnished by the City, or using the envelope cover page when downloading the bid packet, or in another envelope with the following information clearly marked on the outside: bid title, opening date, and the words SEALED BID. If a sample is required, bidder must either include it in furnished envelope, or submit it separate from the bid in an envelope that is clearly marked as stated above.

2
The City will not be responsible for misdirected bids that are submitted in any package or container other than the furnished envelope, that is not clearly marked as stated above.

3. Lack of signature, in ink, by an authorized representative on the bid form.
4. Failure to properly complete the bid.
5. Evidence of collusion among bidders.
6. Unauthorized alteration of bid form.
7. Failure to initialize any errors.
8. Failure to have all prices typewritten or in ink.
9. Faxed Sealed Bids will not be accepted.
10. Failure to attend any Mandatory Pre-bid meeting(s).
11. We will not fax copies of bids. Bids must either be picked up, mailed, or downloaded from our website.
12. Failure to return E.E.O. Report with bid.

15. ETHICS REGULATION
Are you aware of any interest or potential interest in this contract that may be had by an individual who is connected to the City of Akron? If yes, please give the name of the individual and the nature of the interest, if known, on the pricing page where indicated.

16. FAILURE TO QUOTE
If you do not quote, please return the bid, marking it "NO BID", stating reason thereon, and request that your name be retained on our mailing list, otherwise, your name may be removed from our mailing list.

17. INDEMNITY
The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City harmless from any and all causes of action or claims of damages arising out of or related to the bidder's performance under this contract.

18. INSURANCE REQUIREMENTS
Contractor's labor is involved in the project, so the following will be required from the successful bidder at its own expense: (a) Workman's Compensation Certificate, (b) General Liability Insurance Certificate naming the City as Additional Insured (Bodily injury and property damage combined single limit at $1,000,000 each occurrence and $1,000,000 aggregate), (c) Auto Liability Insurance certificate naming the City as Additional Insured (Bodily injury and property damage combined single limit at $1,000,000 each occurrence and $1,000,000 aggregate). Upon request, contractor shall submit copies of its insurance policies. All insurance policies and endorsements must meet the approval of the City of Akron Law Director. In the event the cancellation of the contract is due to a lapse in insurance coverage naming the City of Akron as additional insured, the City may cancel the contract immediately. If the contractor defaults due to insurance coverage expiring, and the contract is cancelled, the City of Akron may take such action as it deems appropriate, including legal action for damages.

19. LAWS FEDERAL/STATE/LOCAL
All bidders will comply with all Federal, state and local laws relative to conducting business in the City of Akron, but not limited to, licensing, labor and health laws. City law supersedes state laws where defined in City charter and codes.

20. LOCATION OF VENDOR
The City reserves the right to give consideration to Vendor location in determining the lowest and best responsible bidder if future warranty or administrative costs would necessitate any additional expenses that must be paid by the City.
21. LOWEST AND BEST RESPONSIBLE BIDDER (AWARD)
All bids will be awarded to the lowest and best responsible bidder. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, material, previous and existing compliance with related awards/laws/ordinances, availability of supply, delivery promise, terms of payment, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

If the successful bidder does not execute and return all contract documents within thirty (30) days of mailing by the City, or for any reason, does not comply with any and all contract requirements within said thirty (30) day period, the City may rescind the award and recover any costs, losses or damages incurred as a result of re-bidding or re-awarding the contract, including the difference in the amount of the original award and the amount of the second award, from the company originally awarded the contract. Once this cost is determined, the company failing to comply with the contract award shall be directed to submit payment directly to the Purchasing Division to cover costs incurred by the City.

22. MINORITY BUSINESS CLAUSE
Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated on the grounds of race, color, creed, sex, or national origin in consideration for an award.

23. NOTICE OF BID RESULTS
A bid tabulation will be developed and printed after bid opening. BID TABULATIONS WILL BE POSTED ONLINE, AT www.akronohio.gov/Purchasing, APPROXIMATELY 1-2 BUSINESS DAYS AFTER THE BID OPENING DATE, AND WILL REMAIN ONLINE FOR APPROXIMATELY THREE (3) MONTHS. PLEASE MAKE NOTE OF THIS WEB ADDRESS. BID TABULATIONS WILL NO LONGER BE MAILED OUT. HOWEVER, IF YOU WOULD LIKE A COPY OF THE BID TABULATION MAILED TO YOUR FIRM, YOU MUST ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE. PLEASE DO NOT PHONE FOR THIS PRICING INFORMATION. PRICING INFORMATION IS NOT RELEASED OVER THE TELEPHONE.

24. ON-SITE INSPECTION/PRE-BID MEETING – SEE COVER PAGE FOR REQUIREMENTS.

25. PRICING CLARIFICATIONS
Prices to remain firm over 36 month period of Price Agreement. (Don't invoice other than quoted price).

Prices must be stated in units of quantity specified in the specifications. In case of discrepancy in computing the amount of the bid, unit price quoted will govern.

26. PROTESTS
Any actual or prospective contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest will be submitted in writing to the Purchasing Agent, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant and any other party intervening. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the City Board of Control, through the Purchasing Agent. The decision of the Board will be final. The Board need not consider protests unless this procedure is followed.

27. QUANTITY QUALIFICATIONS – NOT APPLICABLE
28. REJECTION OF BID
The City of Akron, through its duly authorized constituted officials, reserves the right to reject any, part of any, or all bids, to waive informalities in any bid, to award the purchase in the best interest of the City and its Citizens, to hold all bids for 90 days before acceptance, and/or re-bid.

29. RESERVATIONS FOR REJECTION AND AWARD
The City also reserves the right to waive minor variation to specifications (interpretation of minor variances will be made by applicable City representative).

30. SAFETY STANDARDS
The bidder warrants that the product supplied to the City conforms in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and its amendments and the State of Ohio and the failure to comply with this condition will be considered a breach of contract.

31. TAXES
Municipalities are exempt from Federal Excise and State Sales Tax, but subject to State Excise Tax.

All bidders must submit their Federal Tax Identification Number on the signature page. Bids without Federal Tax I.D. Number may not be accepted.

The successful bidder will be required to sign a statement as to whether he does or does not have delinquent PERSONAL PROPERTY TAXES, as per State of Ohio Code 5719.04.2 & 5719.042; and City of Akron Income Tax as per City Code Chapter 99, and further, must complete and return a Project Subcontractor Report.

Failure of the successful bidder to be current in any required payments of income tax to Akron, and/or be current in the filing of any income tax documents required by the City of Akron's Income Tax Division, shall be cause to suspend the award to the successful bidder and/or revoke the award.

32. WAGE REGULATIONS
Contractor's labor is involved in this project, so the following will be required from the successful bidder at his own expense: (a) Agreement to pay prevailing wage rate under State of Ohio Section 4115 Ohio Revised Code. He shall also deliver to the prevailing wage coordinator a certified copy of his payroll, within two weeks after initial pay date, and supplemental reports weekly thereafter, which shall exhibit for each employee paid any wages, his name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, his hourly rate of pay, his job classification, fringe payments, and deductions from his wages, (b) Contractor must comply with all sections of Ohio Revised Code Section 4115, which is enclosed. The attached regulations pertain to prevailing rates of wages on public improvements for "new" construction, fairly estimated over $82,137, and "reconstruction, enlargement, alteration, repair, remodeling, renovation or painting", fairly estimated over $24,609, as ascertained by the Department of Industrial Relations for the state as provided for in Section 4115.03 through 415.18 of the Ohio Revised Code, (c) At completion of the project, contractor must submit a final notarized "Affidavit of Compliance" with the final certified payroll. For complete Prevailing Wage information and/or forms, please copy and paste the following link in your web browser: http://www.akronohio.gov/cms/engineering/operationsupport_admin_wagerates/index.html

33. LOCAL PREFERENCE - NOT APPLICABLE
DIRECTIONS TO MUNICIPAL BUILDING, 166 S. HIGH STREET

**From the North I-77**
Take I-77 South towards Akron
Exit Main St./Broadway exit
Turn Left onto Broadway and go North
Turn Left onto Bowery and go West 1 block
Turn Left onto S. High St. to 166 S. High St.

**From the South I-77**
Take I-77 North towards Akron
Exit Main St./Broadway exit
Turn Left onto Broadway and go North
Turn Left onto Bowery and go West 1 block
Turn Left onto S. High St. to 166 S. High St.

-OR-

**From the North Rt. 8**
Take Rt. 8 South towards Akron
Exit Perkins St. exit
Turn Right onto Perkins St. and go West
Turn Left onto S. High St. to 166 S. High St.

**From the West I-76**
Take I-76 East towards Akron
Exit Main St./Broadway exit
Turn Left onto Broadway and go North
Turn Left onto Bowery and go West 1 block
Turn Left onto S. High St. to 166 S. High St.

**From the East I-76**
Take I-76 West towards Akron
Exit Main St./Broadway exit
Turn Left onto Broadway and go North
Turn Left onto Bowery and go West 1 block
Turn Left onto S. High St. to 166 S. High St.
34. SIGNATURE
All bids must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his/her signature.

The undersigned proposes to furnish service according to the terms and conditions of the attached City of Akron Specifications PWRF/14 dated 10/9/14 Ordinance No. IN-PROCESS at the following unit prices, to wit:

**BID TABULATIONS WILL BE POSTED ONLINE, AT** [www.akronohio.gov/Purchasing](http://www.akronohio.gov/Purchasing).

LABOR, MATERIAL AND EQUIPMENT TO PROVIDE THE FOLLOWING SERVICES AT THE AKRON WATER RECLAMATION FACILITY, 2460 AKRON PENINSULA ROAD, AKRON, OHIO:

1. **1 LOT PRICE FOR PAINTING** THAT SHALL INCLUDE, BUT MAY NOT BE LIMITED TO, WALLS, CEILINGS, FRAMES AND DOORS, PER SPECIFICATIONS.

   $_____________________LOT

   PAYMENT TERMS_______________________________________________________

   YOUR COMPLETION PROMISE:__________________________________________

PER ITEM #15 – ETHICS REGULATION – ARE YOU AWARE OF ANY INTEREST OR POTENTIAL INTEREST IN THIS CONTRACT THAT MAY BE HAD BY AN INDIVIDUAL WHO IS CONNECTED TO THE CITY OF AKRON?  ____YES  ____NO

IF YES, PLEASE GIVE THE NAME OF THE INDIVIDUAL AND THE NATURE OF THE INTEREST, IF KNOWN:  ____________________________________________________________________

DO YOU UNDERSTAND THAT IF YOU ARE THE SUCCESSFUL BIDDER, YOU MUST OBTAIN A 20% PERFORMANCE BOND, AS STATED IN ITEM #7

   ____YES  ____NO

DO YOU UNDERSTAND THAT IF YOU ARE THE SUCCESSFUL BIDDER, YOU MUST OBTAIN A CERTIFICATE OF INSURANCE, NAMING THE CITY OF AKRON AS ADDITIONAL INSURED, AND IN THE AMOUNTS OF $1,000,000 GENERAL LIABILITY AND $1,000,000 AUTOMOBILE LIABILITY, AS STATED IN ITEM #18?

   ____YES  ____NO

DO YOU UNDERSTAND THAT STATE PREVAILING WAGES MAY BE REQUIRED?

   ____YES  ____NO

PLEASE NOTE: THE VENDOR NAME SHOWN ON WORKERS’ COMPENSATION CERTIFICATE AND THE INSURANCE CERTIFICATE MUST BE THE SAME AS SIGNED BELOW.

HAVE YOU COMPLETED THE REQUIRED E.E.O. FORM FOR THIS BID?  ____YES  ____NO
IF, FOR ANY REASON, A COMPANY SUSPECTS THEY MAY NOT BE ABLE TO COMPLY WITH ANY PART OF THESE SPECIFICATIONS, SUCH AS INSURANCE REQUIREMENTS, ETC., YOU MUST STATE ANY CONCERNS YOU HAVE NOW ON YOUR BID BELOW:

_________________________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

IF YOU HAVE STATED CONCERNS OR ITEMS YOU MAY NOT BE ABLE TO COMPLY WITH REGARDING THESE SPECIFICATIONS, PLEASE BE ADVISED THAT THE CITY OF AKRON WILL USE THIS INFORMATION IN DETERMINING THE LOWEST AND BEST BIDDER. THE CITY OF AKRON IS NOT OBLIGATED TO WAIVE ANY PART OF THE REQUIREMENTS AS STATED IN THESE BID SPECIFICATIONS.

PLEASE NOTE: THE COMPANY SIGNING THIS BID MUST BE THE SAME COMPANY THAT INVOICES THE CITY OF AKRON.

BIDDER (LEGAL NAME OF COMPANY)      AUTHORIZED AGENT (PLEASE PRINT LEGIBLY)

SIGNATURE                           TITLE                                DATE

BUSINESS ADDRESS

CITY      STATE      ZIP

PHONE NUMBER                        FEDERAL I.D. NO.

EMAIL ADDRESS                                        FAX NUMBER
CITY OF AKRON
WATER RECLAMATION FACILITY

SPECIFICATIONS FOR ADMINISTRATION BUILDING AND TRAINING FACILITY PAINTING

1.0 SCOPE OF WORK

1.1 The Contractor shall furnish all labor, material, tools and equipment to paint walls, ceilings, frames, doors and miscellaneous items as outlined in the specifications and drawings.

1.2 Walls in all rooms shown on the Administration Building floor plan shall be painted with the exception of Room 24 A “Telephone”, Room 24B “Janitor”, and Room 16 “Mechanical”. No painting will be done in these rooms.

1.25 The walls shown on the Training Facility floor plan in Room 190 “Meeting” and the walls in Corridors 130, 132, and 134 shall be painted.

1.3 In Room 21 “Women” and Room 22 “Men” a band of wallpaper approximately 2’ tall above the tile must be removed and the walls prepared before painting.

1.4 The walls in all of the corridors, as well as the perimeter walls in Rooms 11, 12, and 13 and the walls in Rooms 1 and 14 are covered with a vinyl-coated fabric backed wall covering. The covering will remain and be painted.

1.5 Gypsum Board Ceilings will be painted as shown in the reflected ceiling plan including vertical wall segments at skylight shafts.

1.6 Room 18 “Control” has 7 interior window frames to be painted on both sides.

1.7 Room 16 “Mechanical” has an aluminum louver and frame to receive paint on the exterior surfaces.

1.8 The exterior face of door 12, and doors 16, 17, and 19 are to be entirely painted.

1.9 The following Door Frames are to be painted. They are listed by frame type. See drawings for frame details.

TYPE “C” #4, 5, 6, 7, 8, 9, 10, 13, 14, 18, 21, 22, 26, 44, 45
TYPE “D”    #11,15,23,24,25,27,28,
TYPE “E”    #12 paint outside only
TYPE “F”    #19
TYPE “H”    #29,30,31,33,34,35,36,37
TYPE “J”    #32
TYPE “K”    #16,17

2.0 SURFACE PREPARATION

2.1 Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.

2.2 Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

2.3 Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, and grease.

2.4 Metal door frames and louvers shall be scuff sanded to roughen existing surface to promote primer adhesion.

3.0 MATERIALS

3.1 Gypsum Board surfaces shall receive 2 coats of Sherwin Williams Super Paint.

3.2 Vinyl Coated Fabric backed Wall Covering shall receive a coat of Sherwin Williams Oil Based ProBlock Primer or XIM UMA Primer and 2 coats of Sherwin Williams Super Paint.

3.3 Interior Metal Frames shall receive 2 coats of Sherwin Williams Pro Industrial Water Based Catalyzed Epoxy.

3.4 Exterior Doors and Frames shall receive 2 coats of Sherwin Williams Industrial Urethane Alkyd Enamel.

3.5 Exterior Louver shall receive a coat of Sherwin Williams Pro Industrial Pro-Cryl Primer of DTM Wash Prime, and 2 coats of Sherwin Williams Industrial Urethane Alkyd Enamel.
ADMINISTRATION BUILDING

See remarks on scale 5. PLAN A-B
For location of sound attenuation glass
THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU.
(Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)
wh1500
Prevailing Wage Contractor Responsibilities

ORC Chapter 4115: Wages And Hours On Public Works (Prevailing Wage)

General Information
Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than $73,891 for new construction or $22,166 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

- Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce

Penalties for violation
Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations
If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:
- intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports
- intentional misclassification of employees for the purpose of reducing wages
- intentional misclassification of employees as independent contractors or as apprentices
- intentional failure to pay the prevailing wage
- intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Wage and Hour Bureau
- intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority

Responsibilities
A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Wage and Hour Bureau, for the classification of work being performed.
1. Wage rate schedules include all modifications, corrections, escalation's, or reductions to wage rates issued for the project.
2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc. unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Chief of DOC Wage and Hour Bureau must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
1. Apprentices must be registered with the Ohio State Apprenticeship Council.
2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Bureau of Wage and Hour or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
1. Time cards, time sheets, daily work records, etc.
2. Payroll ledger/journals and canceled checks/check register.
3. Fringe benefit records must include program name, address, account number, and canceled checks.
4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
   1. Contractors are responsible for their subcontractors’ compliance with requirements of Chapter 4115 of the Ohio Revised Code.

G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project.

H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
   1. Employees’ names, addresses, and social security numbers.
      • Corporate officers/owners/partners and any salaried personnel that do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
   2. Employees’ work classification.
      • Be specific about the laborers and/or operators
      • For all apprentices, show level/year and percent of journeyman’s rate
   3. Hours worked on the project for each employee.
      • The number of hours worked in each day and the total number of hours worked each week.
   4. Hourly rate for each employee.
      • The minimum rate paid must be the wage rate for the appropriate classification. The Department’s Wage Rate Schedule sets this rate.
      • All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
   5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
      • When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
      • When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.
   6. Gross amount earned on all projects during the pay period.
   7. Total deductions from employee’s wages.
   8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

K. Send a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.
§ 4115.05. Locally prevailing wage rates to determine minimum contract wage.

The prevailing rate of wages to be paid for a legal day's work, as prescribed in section 4115.04 of the Revised Code, to laborers, workers, or mechanics upon public works shall not be less at any time during the life of a contract for the public work than the prevailing rate of wages then payable in the same trade or occupation in the locality where such public work is being performed, under collective bargaining agreements or understandings, between employers and bona fide organizations of labor in force at the date the contract for the public work, relating to the trade or occupation, was made, and collective bargaining agreements or understandings successor thereto.

Serving laborers, helpers, assistants and apprentices shall not be classified as common labor and shall be paid not less at any time during the life of a contract for the public work than the prevailing rate of wages then payable for such labor in the locality where the public work is being performed, under or as a result of collective bargaining agreements or understandings between employers and bona fide organizations of labor in force at the date the contract for the public work, requiring the employment of serving laborers, helpers, assistants, or apprentices, was made, and collective bargaining agreements or understandings successor thereto.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and is registered with the Ohio apprenticeship council.

The allowable ratio of apprentices to skilled workers permitted to work shall not be greater than the ratio allowed the contractor or subcontractor in the collective bargaining agreement or understanding referred to in this section under which the work is being performed.

In the event there is no such collective bargaining agreement or understanding in the immediate locality, then the prevailing rates of wages in the nearest locality in which such collective bargaining agreements or understandings are in effect shall be the prevailing rate of wages, in such locality, for the various occupations covered by sections 4115.03 to 4115.16 of the Revised Code.

The prevailing rate of wages to be paid for a legal day's work, to laborers, workers, or mechanics, upon any material to be used in or in connection with a public work, shall be not less than the prevailing rate of wages payable for a day's work in the same trade or occupation in the locality within the state where such public work is being performed and where the material in its final or completed form is to be situated, erected, or used.

Every contract for a public work shall contain a provision that each laborer, worker, or mechanic, employed by such contractor, subcontractor, or other person about or upon such public work, shall be paid the prevailing rate of wages provided in this section.

No contractor or subcontractor under a contract for a public work shall sublet any of the work covered by such contract unless specifically authorized to do so by the contract.

Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing rate of wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded. Upon receipt from the director of commerce of a notice of a change in prevailing wage rates, a public authority shall, within seven working days after receipt thereof, notify all affected contractors and subcontractors with whom the public authority has contracts for a public improvement of the changes and require the contractors to make the necessary adjustments in the prevailing wage rates.

If the director determines that a contractor or subcontractor has violated sections 4115.03 to 4115.16 of the Revised Code because the public authority has not notified the contractor or subcontractor as required by this section, the public authority is liable for any back wages, fines, damages, court costs, and attorney's fees associated with the enforcement of said sections by the
director for the period of time running until the public authority gives the required notice to the contractor or subcontractor.

On the occasion of the first pay date under a contract, the contractor or subcontractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.

HISTORY: GC § 17-4a; 116 v 206; 118 v 587; Bureau of Code Revision, 10-1-53; 128 v 935 (Eff 11-9-59); 131 v 992 (Eff 11-3-65); 135 v H 1171 (Eff 9-26-74); 137 v H 1129 (Eff 9-25-78); 141 v H 238 (Eff 7-1-85); 146 v S 162 (Eff 10-29-95); 148 v H 471. Eff 7-1-2000.

The effective date is set by section 12(A) of HB 471.
Project Name: [Blank]  
Contractor: [Blank]  
Project Location: [Blank]  
Job Number: [Blank]  

Jobsite posting of prevailing wage rates located:

<table>
<thead>
<tr>
<th>Prevailing Wage Coordinator</th>
<th>Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: City of Akron - Engineering Bureau - Larry Thomas</td>
<td>Name: [Blank]</td>
</tr>
<tr>
<td>Street: 166 South High Street, Room 701</td>
<td>Street: [Blank]</td>
</tr>
<tr>
<td>City: Akron</td>
<td>City: [Blank]</td>
</tr>
<tr>
<td>State / Zip: Ohio 44308</td>
<td>State / Zip: [Blank]</td>
</tr>
<tr>
<td>Phone: 330-375-2374</td>
<td>Phone: [Blank]</td>
</tr>
</tbody>
</table>

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Prevailing Wage Rate Total Package</th>
<th>Minus Your Fringe Benefits</th>
<th>Your Hourly Base Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Blank]</td>
<td>[Blank]</td>
<td>[Blank]</td>
<td>[Blank]</td>
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<td>[Blank]</td>
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<td>[Blank]</td>
<td>[Blank]</td>
<td>[Blank]</td>
<td>[Blank]</td>
</tr>
</tbody>
</table>

Hourly fringe benefits paid on your behalf by this company.

<table>
<thead>
<tr>
<th>Fringe</th>
<th>Amount</th>
<th>Fringe</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Insurance</td>
<td>[Blank]</td>
<td>Health Insurance</td>
<td>[Blank]</td>
</tr>
<tr>
<td>Life Insurance</td>
<td>[Blank]</td>
<td>Holiday</td>
<td>[Blank]</td>
</tr>
<tr>
<td>Pension</td>
<td>[Blank]</td>
<td>Sick Pay</td>
<td>[Blank]</td>
</tr>
<tr>
<td>Bonus</td>
<td>[Blank]</td>
<td>Training</td>
<td>[Blank]</td>
</tr>
<tr>
<td>Other</td>
<td>[Blank]</td>
<td>TOTAL HOURLY FRINGES</td>
<td>[Blank]</td>
</tr>
</tbody>
</table>

Contractor’s Signature: [Blank]  
Employee’s Signature: [Blank]  
Date: [Blank]

whpw1512
Ohio Bureau Of Employment Services, Wage & Hour Division is NOW on the internet and ready to accept wage requests for your projects electronically. All you need is an E-Mail Address.

This is what it all means:

1. All Public Authorities can view and print the wage rates they need for their projects.

2. All Public Authorities will receive notifications of all wage rate changes by E-mail.

This service is also available to the public. This means that if you are a Public Authority that uses outside services, i.e. contractors, architects, project managers and engineers, you can receive these wage rates via the internet for inclusion in your bid specifications.

Contractors/Architects, & Engineers can also view wage rates and receive notification of changes by internet e-mail. The only thing that is required is an e-mail address.

The following pages are instructions as to how to get ON-LINE.

The on-line viewing of wage rates and notification of wage rate changes should enable you to receive this information in a more efficient manner.

This division would like to thank all of our customers for their cooperation and help during this transition.

If you have any questions please call or email this division. 614 728-8683
Instructions for Using the Ohio Wage and Hour Division Web Site to Access Wage Rate Information

December 2, 2009
The Wage and Hour Web Site

The Ohio Wage and Hour Division web site is located under the Ohio Department of Commerce - Bureau of Labor & Worker Safety and has been recently re-designed in an effort to make access to the wage rates more efficient for Division customers. Internal and external cost reductions were also accomplished by the re-design. New procedures have been established for accessing the wage rate information through the web site from the documents within the wage rate database. This document contains instructions on those procedures.

How to View Wage Rate Data

The Ohio Wage and Hour web site is connected to a database which has the latest wage rate information that the Division currently has calculated. Access to the internet is, of course, required to obtain the wage rate information in this manner. The following procedure will help in finding the website on the internet:

1) Establish a connection to the internet

2) Open the following location, http://www.com.ohio.gov/laws this will take you to the Ohio Department of Commerce - Bureau of Labor & Worker Safety services web site.

3) Once the web site is open the top banner of the Wage and Hour home page should look like this:

4) To gain entry into the database which contains the wage rates click on “View Wage Rates” which is on the home page.
5) The system will then request that the user submit three basic bits of information in order to gain access to the data. These bits of information include; “Your Name”, “Your E-Mail”, and “Password” to login. When the system requests this information the prompt should look like this;

6) If you have not previously registered, click on the “Register Online” link to set up “Your Name”, “Your E-Mail” and “Password”.

7) After you click on “Register Online” the screen will look as shown below and on the next page.
8) Follow Steps 1 through 3 with your organization's name and type of user, project name if known, and “Your Name”, “Your E-Mail” and “Password”.

9) By clicking the "I Agree" button the information will be transmitted to the Wage and Hour server. Access will be granted for a period of 24 hours. The next screen that pops up will be a search engine that assists one in narrowing down the 39,000 plus documents. It looks like the following;

10) By using the drop down arrows to the right of each line, one can select which wage rates to call up. By leaving select in the line, all the wage rates for that particular category will be called up. When each category has the appropriate selection, then the "View Wage Rates" button can be clicked.
11) It will produce a pop up chart that lists the selections chosen and which looks like this;

<table>
<thead>
<tr>
<th>Classification</th>
<th>County</th>
<th>Union</th>
<th>Effective</th>
<th>Expires</th>
<th>Posted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Truck Driver</td>
<td>SUMMIT</td>
<td>Truck Driver Bldg &amp; Heavy Class 1 Locals 26, 46, 52, 92n, 100, 175, 234, 438, 377, 565, 637, 366, 367</td>
<td>5/1/2009</td>
<td></td>
<td>7/1/2009</td>
</tr>
</tbody>
</table>

12) Most charts will have more than one row of clickable items. Clicking on any of the underlined items in the chart will bring the wage rates up for that item. This will be in the format of a form, which is printable. Use whichever “Effective” date that covers the construction period for your local authority project, or the latest rate posted. The wage rate form will look like the example on the next page.

13) To escape from the form when done viewing or printing, simply click the browser's "back" button to return to the previous screen. Another item in the chart (if there is more than one) may then be chosen and viewed.

14) If you return to the site within 24 hours and click on the "View Wage Rates" icon, the system will skip the log on procedure and immediately present the selection view with the classification, county, or union selection lines as shown in items numbered 10 and 11. If you return after a 24 hour period, you will be required to repeat the log on procedure as described in steps 1 through 12.
I. INSTRUCTIONS

A. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT: This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin.

Ordinance, 616-1970, Sections 1 thru 10 of the City of Akron and the rules and regulations pursuant thereto provide for contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concessions agreements, and permits.

B. BIDDER PERFORMANCE: Completion of this Bidder Employment Practices Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with this Program by the Contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on City of Akron contracts.

C. FILING THIS REPORT: Return this completed report in DUPLICATE along with other appropriate bid documents to the CONTRACTING CITY AGENCY. Inquiries related to this report should be directed to the Contract Compliance Office, 148 South High Street, Suite 605, Akron, OH 44308.

II. BIDDER INFORMATION

1. REPORTING STATUS

☐ a. Prime contractor ☐ b. Prime subcontractor ☐ c. Supplier ☐ d. Other (specify)

2. NAME, ADDRESS AND TELEPHONE NUMBER OF BIDDER COVERED BY THIS REPORT

3. NAME, ADDRESS AND TELEPHONE NUMBER OF PRINCIPAL OFFICIAL OR MANAGER OF BIDDER

4. NAME AND ADDRESS OF PRINCIPAL OFFICE OF BIDDER

5. CONTRACTING CITY AGENCY (OR AGENCIES)

6. SIGNATURE AND TITLE OF BIDDER'S AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY REPRESENTATIVE DATE

EVALUATION (PLEASE BLANK)

☐ Compliance ☐ Non-Compliance ☐ Follow-up
III. POLICIES and PRACTICES

The bidder will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Akron by encircling the applicable letter to the left of each item below. The letters are to be interpreted as follows:

A - This is now a practice of the Company.

B - The Company will adopt this policy.

C - The Company cannot or will not adopt this policy. (If "C" is circled, state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Office of Contract Compliance. This evaluation will directly influence our decision on the qualifications of each bidder and is an integral part of your bid.

<table>
<thead>
<tr>
<th>CIRCLE ONE</th>
<th>ITEMS</th>
<th>STATE REASON IF (C) IS CIRCLED</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>1. The Company will adopt a policy of non-discrimination on the basis of race, religion, color, sex or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment.</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>2. The Company will assign responsibility to one of its officials to develop procedures which will assure that this policy is understood and carried out by managerial, administrative and supervisory personnel. Official's Name</td>
<td>Title</td>
</tr>
<tr>
<td>C</td>
<td>3. The Company will state its non-discriminatory policy in writing and communicate it to the following: a. All employees b. All recruitment sources c. All relevant employees organizations including labor unions d. All subcontractors</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>4. The Company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>5. The Company will sponsor or finance educational or training programs for the benefit of employees or prospective employees without regard to race, religion, color, sex or national origin.</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>6. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained; and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>7. The Company will take steps to integrate any positions, departments, or plant locations which have no minority persons including African American or are almost completely staffed with one particular ethnic or racial group.</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>8. Answer only if you are a &quot;Construction Contractor.&quot; In order to achieve an integrated workforce the Company will employ minority workers, including African Americans, in each trade and/or implement an affirmative action program satisfactory to the Office of Contract Compliance, City of Akron.</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>9. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: a. education b. experience c. tests d. arrest records</td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>10. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>11. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.</td>
<td></td>
</tr>
</tbody>
</table>
IV. EMPLOYMENT DATA

Please note that these data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any federal, state or local law. All specified data are required to be filled in by law.

<table>
<thead>
<tr>
<th>JOB CATEGORIES</th>
<th>ALL EMPLOYEES</th>
<th>MINORITY GROUP EMPLOYEES</th>
<th>FEMALE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MALE &amp;</td>
<td>MALE</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FEMALE</td>
<td>FEMALE</td>
<td></td>
</tr>
<tr>
<td>Officials, Managers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>and Supervisors</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Office and Clerical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craftsmen (Skilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operatives (Semi-skilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers (Unskilled)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentices</td>
<td></td>
<td></td>
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Use this space to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units, and other pertinent information.

The undersigned certifies that he is legally authorized by the bidder to make the statements and representations contained in this report; that he has read all of the foregoing statements and representations and that they are true and correct to the best of his knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Contract Compliance, the bidder will be subject to the loss of all future awards.

Firm or Corporate Name: ___________________________ Date of Signing: ___________________________

Signature: ___________________________ Title: ___________________________

Signature: ___________________________ Title: ___________________________
VI. DESCRIPTION OF OCCUPATIONAL CATEGORIES

Officials, managers and supervisors - Occupations requiring administrative personnel who set broad policies, exercise overall responsibility for execution of these policies and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, surveyors, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftsmen, engineering aids, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.

Sales Workers - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, and kindred workers.

Office and Clerical - Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with stuffing or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craftsmen - (Skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machinists, Compositors and typesetters, machinists, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationery engineers, tailors and tailoresses, and kindred workers.

Operatives - (Semi-skilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers - (Unskilled) - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, raftsmen and wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and nonprotective service occupations, includes: attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, linemen and fire protection, guards, watchmen and doorknocked, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a Federal or State agency.
THE FOLLOWING PAGE MUST BE THE COVER OF YOUR MAILING ENVELOPE. PLEASE PRINT IT AND ATTACH IT TO THE ENVELOPE YOU ARE USING TO RETURN YOUR BID.
Purchasing Agent  
City of Akron, Ohio  

MUNICIPAL BLDG. – ROOM 501  
166 S. HIGH STREET  
AKRON, OHIO 44308  

IMPORTANT!  
DATED MATERIAL  

OPENING DATE 11/4/14 TIME – 10:00 A.M.  

BID FOR – PAINTING AT WATER RECLAMATION FACILITY