

# BID ADVERTISEMENT FOR THE WEEKS OF

April 17, 2024 & April 24, 2024

## BID OPENS - THURSDAY MAY 16, 2024

**FILE NO. 52-24 L & M to Maintain & Repair of Uninterruptible Power Supply Systems, Appurtenances & Specialized Batteries**

FOR THE DIVISION OF IT&S FOR THE DEPARTMENT OF FINANCE AS AUTHORIZED BY ORDINANCE 480-2023 PASSED BY COUNCIL MAY 1, 2023.

There will be a **NON-MANDATORY Pre-Bid Meeting, Thursday, April 25, 2024 at 10:30 am., Via WebEx, to call into the meeting dial 1-415-655-0003, Access Code 2306 208 6928.**

**Note:** Bid must be delivered to the Office of the Commissioner of Purchases and Supplies, Cleveland City Hall, 601 Lakeside Avenue, Room 128, Cleveland, Ohio 44114 before 12 o'clock noon (Eastern Time).



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**CITY OF CLEVELAND,  
OHIO**

**DEPARTMENT OF FINANCE**



**DIVISION OF PURCHASES AND SUPPLIES**

**INVITATION TO BID**

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**INVITATION TO BID AND FORMAL BID PACKAGE  
TABLE OF CONTENTS**

<u>ITEMS</u>	<u>SEQUENCE ORDER NUMBER</u>
Authorizing Ordinance.....	1
Bidder's Checklist.....	2
Instructions to Bidders (Part A).....	3
W-9 Form .....	4
Vendor Information Form .....	5
Bidder's Affidavit .....	6
Bid Bond .....	7
Bid Form .....	8
Bid Schedule of Items (Price Sheets).....	9
General Conditions (Part B) .....	10
Specifications/Description of Products and/or Services (Supplemental Sections C, D, etc.) .....	11
Nothern Ireland Form .....	12
Prevailing Wage, Davis Beacon or Living Wage (If applicable).....	13
Fannie M. Lewis, Chapter 188 (If applicable) .....	14
Office of Equal Opportunitay Notice to Bidders, Chapter 187 .....	15
Office of Equal Opportunity Clause .....	16
OEO Participation Form .....	17
OEO Schedules Checklist .....	18
OEO Schedules 1- 4 .....	19
Subcontracting Participation or Waiver Form.....	20
OEO Submission Schedule .....	21

CITY OF CLEVELAND  
Department of Finance  
Division of Purchases and Supplies  
City Hall, Room 128  
Cleveland, Ohio 44114  
216-664-2620

**Ordinance No. 480-2023**

**By Council Member:** Griffin (by departmental request)

**An emergency ordinance authorizing the Director of Finance to employ one or more consultants, computer software developers, or vendors or one or more firms of consultants, computer software developers, or vendors necessary to implement various technology projects, services, and upgrades to existing systems under the 2023 ITS Capital Project Plan, other related professional services to implement the Plan; and to enter into various contracts to implement this ordinance.**

**WHEREAS**, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CLEVELAND:**

**Section 1.** That, provided this Council authorizes and the City sells bonds in 2023 for purposes that include this ordinance, the Director of Finance is authorized to employ by contract or contracts one or more consultants or one or more firms of consultants, for the purpose of supplementing the regularly employed staff of the several departments of the City of Cleveland in order to provide professional services necessary to implement various technology projects, services, and upgrades to existing systems under the 2023 ITS Capital Project Plan (the "Plan") and to purchase any associated hardware and appurtenances that are non-competitive, cannot be secured from any other source and that are necessary for upgrade, replacement, or maintenance of any components of the Plan. Components of the Plan include, but are not limited to: Website Upgrade; Route Optimization; Learning Management Solution; Payroll Processing and Onboarding Software; fiber optic installation; Computer Refresh Project; Social Services Software; Data Center Network and Server Upgrades and enhancements migrating physical servers to power efficient, sustainable Blade Chassis and Virtual Servers; SharePoint system upgrade; Software as a Service; Platform as a Service; Record Management System; WorkOrder Management; AVL System Upgrade; Camera System; Enterprise Architecture Knowledge Base & Management Solution; IT Service Management Service Platforms; Accela System Upgrade; Voice over Internet Protocol (VoIP) telephone system Upgrade; WIFI installation in City-owned and City-leased facilities; installation of Pen based devices; Business Intelligence/Data Warehouse systems; Cyber Security & Business Continuity; Business Process Orchestration; and all the foregoing including all associated hardware and appurtenances.

Professional services needed to implement the Plan include, but are not limited to: project management; business analysis; network installation; support services; software implementation and configuration; end user and technical staff training; system design; data conversion; report development and implementation; testing; technical administration; tuning; maintenance services; upgrades; backup systems and services; system disaster alleviation and remediation; business continuity; technical support;

network administration; implementation; programming; maintenance; and other support for operation and enhancement of systems, integrations, data exchange, migration, installation, design, interfacing, repair, upgrades and enhancements; and other related professional services.

**Section 2.** That, provided this Council authorizes and the City sells bonds in 2023 for purposes that include this ordinance, the Director of Finance is authorized to employ by contract or contracts one or more consultants, computer software developers or vendors or one or more firms of consultants, computer software developers or vendors for the purpose of supplementing the regularly employed staff of the several departments of the City of Cleveland to acquire one or more software licenses and city-wide applications, including implementation, training, and technical support related to the software or applications necessary to implement the Plan, which are not obtained under a professional services contract authorized in Section 1 of this ordinance.

**Section 3.** The selection of the consultants, computer software developers, or vendors for the services, software licenses, city-wide applications and related services referred to in Section 2 of this ordinance and/or to provide necessary associated hardware, appurtenances, and all other items described in Sections 1 and 2, shall be made by the Board of Control on the nomination of the Director of Finance and, if applicable, shall be from a list of qualified consultants, computer software developers, or vendors available for employment as may be determined after a full and complete canvass by the Director of Finance for the purpose of compiling a list. The compensation to be paid for the services, hardware, appurtenances, and licenses and applications shall be fixed by the Board of Control. The contract or contracts authorized shall be prepared by the Director of Law, and approved and certified by the Director of Finance.

**Section 4.** That, provided this Council authorizes and the City sells bonds in 2023 for purposes that include this ordinance, the Director of Finance is authorized to make one or more written standard purchase or lease contracts and one or more written requirement purchase or lease contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, the period of requirements to be determined by the Director, for the necessary items of the purchase, lease, or license of computer and network hardware; replacement parts with labor if necessary; software; software licenses; software upgrades; appurtenances; supplies; related furniture, building equipment and restoration; training materials; insurance; and other materials, equipment, supplies, and services necessary to implement the Plan which are not obtained under a contract authorized in Sections 1 and 2 of this ordinance, including labor and materials; training and training materials; maintenance; and installation if necessary; to be purchased or procured by the Commissioner of Purchases and Supplies on a unit basis for the Division of Information Technology and Services, Department of Finance. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines.

**Section 5.** That the costs of the requirement contract or contracts shall be paid from the fund or funds to which are credited the proceeds of the sale of future bonds if

authorized for this purpose, and shall also be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of any purchase or procurement under the contract or contracts, each of which purchases or procurements shall be made on order of the Commissioner of Purchases and Supplies by a delivery order issued against the contract or contracts and certified by the Director of Finance.

**Section 6.** That under division (b) of Section 108 of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Finance may sign all documents that are necessary to make the purchases and may enter into one or more contracts with the vendors selected through that cooperative process.

**Section 7.** That the total cost of the contracts and other expenditures authorized in this ordinance shall be paid from Fund Nos. 11 SF 006, 52 SF 001, 54 SF 001, 58 SF 001, 60 SF 001, 81 SF 001, from the fund or funds to which are credited the proceeds of the sale of future bonds if issued for this purpose, and any other funds approved by the Director of Finance. (RQS 1511, RL 2023-41)

**Section 8.** That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

**Passed May 1, 2023.**

**Effective May 2, 2023.**

# City of Cleveland

DEPARTMENT OF FINANCE  
AHMED A. ABONAMAH  
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES  
TIFFANY JOHNSON  
COMMISSIONER

## BIDDER'S CHECK LIST

*The City of Cleveland requires that each bid submitted must comply with certain legal requirements to be considered a valid and formal bid. The checklist below is provided to assist in avoiding rejection of your bid due to omission of required information or forms.*

### CHECK WHEN COMPLETED

#### A. Bid/Schedule of Items

- 1. Is (are) the bid page(s) completed as required **and** signed in the upper right-hand corner?
- 2. Are all prices (Unit and extension) clearly and accurately presented?
- 3. Is the payment discount given?

#### B. Bid Bond

- 1. Is the bond made out in the names of and signed by both the principal **and** surety?
- 2. Is the bond amount sufficient for the amount of the bid? **Must be 5% of the amount of the bid.**
- 3. Is there a power of attorney attached to the bond?

#### C. Bid Check (if submitted in lieu of Bid Bond)

- 1. Is the check in an amount sufficient for the amount of the bid? **Must be 5% of the amount of the bid.**
- 2. Is the check either properly certified or a cashier's check?
- 3. Is the Check made payable to: THE CITY OF CLEVELAND?

#### D. Bid Form (not to be confused with the Bid Bond)

- 1. Is all the required information given?
- 2. Is the form signed?

#### E. Affidavit

- 1. Does the affidavit contain all the information required ON BOTH SIDES?
- 2. Is it properly Signed? Is it properly notarized by a Notary Public?

#### F. Contract Compliance Certifications

- 1. Did you read Item 13, the Equal Opportunity Clause, carefully, and understand it? If not, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 2. Did you read Item 14, the OEO Notice to Bidders, carefully, and understand it? If not, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 3. Did you complete OEO Schedules 1, 2, and 4 carefully and completely? Did you include signed Schedule 3's from all certified subcontractors?
- 4. If you are a Cleveland Area Small Business, minority business enterprise, or female business enterprise, did you include a copy of your own certificate?

#### G. Bid Envelope

- 1. Is the envelope identified with the correct title of the bid and the due date?
- 2. Is the envelope securely sealed?

#### H. Performance Bond

- 1. Will you be able to furnish the Performance Bond if one is required in paragraph A-5a of INSTRUCTIONS TO BIDDERS, in paragraph B-8 of General Conditions?
- 2. Notice: A certified or cashier's check **is not acceptable in lieu of a Performance Bond!**

**I. Federal Tax ID Form (W-9)**

- 1. Is all the required information given?
- 2. Is the form signed?

**J. Northern Ireland Fair Employment Practices Disclosure**

- 1. Is all the required information given?
- 2. Is the form signed?

**K. Please contact the Division of Purchases and Supplies at 216-664-2620 if you have additional questions on how to complete this bid form.**



## INSTRUCTIONS TO BIDDERS

### A-1 INVITATION TO BID

Sealed bids endorsed as designated in the "Title of Bid" section of the bid sheet(s) will be received at the Office of the Commissioner of Purchases and Supplies, Room 128, Cleveland City Hall, Cleveland, Ohio 44114, until 12:00 o'clock noon, official time, on the date indicated in the "Bid Opening" section of Page 1 of the bid page(s) and thereafter will be publicly opened and read in Room 128.

### A-2 FORM OF BID (BID FORM)

- a. Every bid must be made upon the blank form of bid attached hereto.
- b. Each bid must be clearly signed with the full name and address of every person, firm or corporation interested in such bid, followed by the date of such signing, in the space provided at the bottom of the bid form. If more than one person, firm or corporation has an interest in such bid, then the full name and address of each person, firm or corporation must be clearly signed on said bid. If the bidder is a partnership, the firm name and address, as well as the name and address of each individual partner must be given. If the bidder is a corporation, the name of the corporation, the name and title of the officer duly authorize to sign for the corporation, the business address of such officer and the name of the state in which the corporation is incorporated must be given.
- c. The bidder shall insert the amount of the bid bond, certified check or cashier's check in the space provided in the bid form.
- d. The bidder agrees to be bound by his bid from the time the bid is submitted until the earlier of the date stipulated by such bidder or the fourth regular meeting of the Board of Control after the bid submission date unless such time is extended by agreement between the bidder and the Board.

### A-3 BIDDERS AFFIDAVIT

Each bidder shall submit with its bid an affidavit stating that neither 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 the contract herein referred to, and further stating that no such money or reward will be hereafter paid. This affidavit must be on the form which is hereto attached.

### A-4 BID BOND: CERTIFIED OR CASHIER'S CHECK

Each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of five percent (5%) of the amount of the bid, except that with bids for purchase contracts not in excess of Fifty Thousand Dollars (\$50,000). Said bond or check shall be given as security that if the bid is accepted a contract will be entered into and the performance of it properly secured.

**A-5 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK**

- a. When the bid is accepted, the bid bond, certified or cashier's check will be returned after the contract has been signed and the performance bond, if required, has been submitted to, and approved by, the City.
- b. If the successful bidder fails to enter into a contract, the bid bond, certified or cashier's check shall be forfeited and the principal amount of the bid bond shall be paid to the City, or the check shall be surrendered to the City as the agreed amount of liquidated damages.
- c. The bid bond, certified or cashier's check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of its contract. If such lowest and best bidder fails to do so, the security of the next lowest and best bidder shall continue to be retained until it properly secures the contract awarded it. If such next lowest and best bidder defaults, the principal amount of its bid bond, or check shall also be forfeited to the City as liquidated damages.
- d. When a bid is rejected, the bid bond or check will be released or returned, respectively, to the bidder.

**A-6 EXPLANATIONS WRITTEN OR ORAL**

Any bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning, shall immediately notify the Commissioner of Purchases and Supplies, in writing. The Commissioner will respond by sending written notices or instructions to all bidders. The City will not be responsible for any oral instructions.

**A-7 PRICE BIDS AND DISCOUNTS**

- a. **Unit Prices**  
In the Schedule of Items the bidder must give the unit price stated in figures of every item bid, in the space so provided.
- b. **Trade Discounts**  
When the bidder offers a trade discount, the amount of such discount shall be stated on the Schedule of Items bid.
- c. **Catalog Pricing**  
Where the bidder submits its quotation by filing its catalog price list and discount, such documents shall be part of the bid and must be separately signed by the same person and in the same manner as on the bid form.

**A-8 BIDDER'S DESCRIPTION OF ITEMS**

- a. Each bidder shall, in its bid, describe completely the goods or services it proposes to furnish in response to and under the terms of the bid.
- b. The Commissioner of Purchases and Supplies may require a bidder to furnish additional information and/or specifications concerning items to be purchased under the terms of the bid.

**A-9 MANUFACTURER'S NAME**

- a. The use of a manufacturer's or a trade name in the specifications is solely for the purpose of designating a standard of quality and type and for no other purpose.
- b. Every bidder shall state in its Schedule of Items bid the manufacturer's and the trade name, if any, of each item they propose to furnish.

**A-10 SAMPLES**

If the commissioner of Purchases and Supplies requests, a bidder shall provide samples of the items it proposes to furnish if awarded a contract pursuant to its bid.

**A-11 TIME OF DELIVERY**

Bidder must state in its bid the time, in calendar days, within which it will deliver the item(s) bid unless stated differently in the specifications.

**A-12 PAYMENT DISCOUNT WHEN USED TO DETERMINE LOWEST AND BEST BID**

- a. In determining the lowest and best bid, the City will consider all bids on a basis of the net price to be paid after deduction of the discount specified; except that if the terms of payment specified by the bidder require payment in less than thirty (30) days from the date of the invoice, the discount offered will not be deducted from the price stated in the bid to determine the lowest and best bidder, and the bid will be considered only on the basis of the unit price actually named in the bid. But if, notwithstanding the provisions of this paragraph such bid is determined to be the lowest and best bid, the City reserves the right to accept the terms named in the bid if such terms are to the advantage of the City as a basis for payment of invoices only, but not in any case as a basis for determining the lowest and best bidder.
- b. The City will take a discount of two percent (2%) on payments made within thirty (30) days from receipt of articles, commodities, materials, supplies, equipment or services, unless the bidder indicates otherwise on the space provided on the Schedule of Items bid.

**PARAGRAPHS A-13 THROUGH A-15 APPLY ONLY IF THE "REQUIREMENT CONTRACT" BLOCK IS CHECKED ON PAGE 1 OF THE SCHEDULE OF ITEMS AND ON THE BID FORM.**

**A-13 REQUIREMENT CONTRACT DEFINED**

- a. A requirement contract is a contract under which the contractor has a duty to provide the City's requirements during the contract term for all articles, commodities, supplies, materials, equipment and/or services set forth in the bid and required by the City's authorized users of the items approved for contract.
- b. A contract awarded under this bid will be termed a requirement contract.

**A-14 PURCHASES UNDER A REQUIREMENT CONTRACT**

- a. Under a requirement contract, a contractor shall supply all the City's requirements during the term for the articles, commodities, supplies, materials, services or equipment set forth in the *Invitation to Bid*. See GENERAL CONDITIONS, Section B-24, **Duration of Contract**.
- b. If the *Schedule of Items* in the *Invitation to Bid* is marked "requirement contract," then all quantities stated in the *Schedule of Items* are the City's good-faith estimates only. The City shall place each order under the

contract, whether singly or cumulatively more or less than the estimated quantities set forth in the *Schedule of Items*, by a Delivery Order against the contract and separately certified.

**A-15 LIMITATION OF PERIOD OF CONTRACT**

If the proposed duration of the contract would deprive the City of the best available market price, the bidder may offer an alternate bid as to duration of the contract, setting forth in the bid the longest period of time it can furnish and deliver the proportionate amount of items at the firm price set forth in the bid. No other provision of the Invitation to Bid shall be subject to an alternate bid unless specifically requested.

**A-16 BID DISCOUNTS - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).**

a. Bid Discounts under Sections 187.03 and 187.05. If the bid of any prime contractor that is a CSB, MBE, FBE or a CSB, MBE or FBE joint venture is no more than five percent (5%) higher than the lowest actual bid for a contract that is not from a CSB, MBE, FBE or a CSB, MBE or FBE joint venture, the contracting department shall apply a Bid Discount of five percent (5%) to the CSB, MBE, FBE or CSB, MBE or FBE joint venture bid for the purpose of establishing a Comparison Bid. The City of Cleveland shall use the following ranking in determining who receives the preference:

1. Where the disparity study has determined that a disparity exists, the bid discount shall go to the bidders who are certified by the City as members of the specific MBE/FBE group for which the proven disparity exists. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
2. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, the bid discount shall go to certified CSB bidders certified by the City as located within the city limits of Cleveland. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
3. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, and no bids were received from certified CSB firms certified by the City as located within the city limits of Cleveland, the bid discount shall go to Certified CSB bidders certified by the City as located within Cuyahoga County. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
4. In addition to any bid discounts at the prime contractor level, all prime contractors shall receive a bid discount of 5% of the total dollar amount of all CSB, MBE and/or FBE certified by the City that the prime contractor properly documents as subcontractors in their bid, for the purpose of establishing a Comparison Bid.
5. The total Bid Discount awarded to any bidder on a bid pursuant to Sections 187.03 and 187.05 shall not exceed \$50,000.00.

b. Bid Discounts under Section 187A.02(a): Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer (LPE); two percent (2%) to a bid received from a Local Food-Producer (LPE); and two percent (2%) to a bid received from a Local Sustainable Business (SUBE); provided that the maximum total Bid Discount applied under Section 187A.02 (a) shall not exceed four percent (4%). Bid Discounts applied under Section 187A.02 (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied under this Section 187A.02 (a) shall not exceed \$50,000.

c. Maximum Cumulative Amount of All Bid Discounts:

The maximum cumulative amount of all Bid Discounts that may be applied to the bid under Sections 187.03, 187.05, and 187A.02 shall not exceed \$75,000.00, or nine percent (9%), whichever is lower.

d. Comparison Bid to Determine Lowest and Best Bidder:

The City shall determine the Comparison Bid by totaling all applicable Bid Discounts under Sections 187.03, 187.05, and 187A.02. The City shall use the Comparison Bid in determining the lowest and best or lowest responsible bidder for the purpose of awarding the contract. If more than one CSB, MBE, FBE, LPE, SUBE or CSB, MBE, FBE LPE, SUBE joint venture prime contractor in the respective category submits a bid that is no more than five percent (5%) higher than the lowest actual bid that is not from a CSB, MBE, FBE, LPE, SUBE or from a CSB, MBE, FBE, LPE, SUBE joint venture, the contracting department shall recommend the CSB, MBE, FBE, LPE, SUBE, or CSB, MBE, FBE, LPE, SUBE joint venture submitting the lowest bid, after the inclusion of all applicable prime and subcontractor discounts, as the lowest and best or lowest responsible bidder.

The City shall use the Comparison Bid amount determined by applying the bid discounts described in Articles A-16A. and A-16B. above for evaluation purposes only; the City shall use the actual bid amount for the purposes of bid approval and contract award.

e. City of Cleveland Certification required: For the purpose of determining a bidder's eligibility for bid discounts, the City shall only consider bidders with valid certificates issued by the City of Cleveland's Office of Equal Opportunity. The certifications must be active on the date and time of the deadline for bid submission. Expired certification holders and pending certifications cannot be considered for calculation of bid discounts. Certifications from other public or private entities cannot be considered.

**A-17 Good Faith Participation - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).**

Bidders are required to actively participate and demonstrate good faith in attempting to meet all OEO goals for this procurement. A good faith effort to meet certified CSB, MBE, and/or FBE subcontractor participation goals as established in this contract is of the essence of the contract.

Good faith participation shall include:

1. Active cooperation in making and documenting a serious effort to gain and maintain participation from certified businesses at or above the specific goals set for this procurement;
2. Achieving or exceeding the CSB/MBE/FBE goals set for this particular procurement and/or documenting the practical steps taken by the bidder in attempting to comply;
3. Active attendance and participation in all prebid meetings, Notice to Proceed meetings, and progress meetings during the contract;
4. Active compliance and cooperation with Project Monitors from OEO and/or the Department; and,
5. Timely and accurate submittals of all required forms, including, but not limited to, electronic monitoring forms, employment reports and certified payrolls if applicable.

The final determination of good faith effort shall be made by the Office of Equal Opportunity based upon each bidder's actions as documented in the required forms and as verified by OEO follow up.

**A-18 Cleveland Area Business Code Notice to Bidders & Schedules - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF FIFTY THOUSAND DOLLARS (\$50,000).**

Sections 187 and 187A of the Codified Ordinances of the City of Cleveland Ohio, the Cleveland Area Business Code, in its entirety, whether reproduced in whole or in part within these documents, as well as the Cleveland Area Business Code Notice to Bidders & Schedules included in this bid document, shall become part of any contract awarded pursuant to this Invitation to Bid. Compliance with Section 187 and 187A is of the essence of the contract.

**A-19 SUBCONTRACTING:**

a. Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE.

b. If OEO Schedule 2 is not included in the bid documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.

c. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award, but not approve a proposed subcontractor.

d. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner; unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	<input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																					
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**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 for Part II, later.

<b>Sign Here</b>	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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**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*, later.



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*, later, 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 B233 (see Pub. 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 B233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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 instructions for Part II 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*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## 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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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)(i). 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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](http://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](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. 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 <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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*, earlier.

\*Note: The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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](mailto: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](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) 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.



## VENDOR INFORMATION FORM

Please fill in:

Business Name \_\_\_\_\_

IRS Reporting Name \_\_\_\_\_

Business Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Extension \_\_\_\_\_

Toll Free Number 800 \_\_\_\_\_

Vendor Fax Number \_\_\_\_\_

Vendor Email Address \_\_\_\_\_

Ordering Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Extension \_\_\_\_\_

Remit Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone ( ) \_\_\_\_\_ Extension \_\_\_\_\_

Contact Person: (Ordering) \_\_\_\_\_

Remit \_\_\_\_\_

**PLEASE INCLUDE THE ABOVE INFORMATION**

**WHEN SUBMITTING YOUR BID OR PROPOSAL**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT  
OF UNINTERRUPTIBLE POWER SUPPLY SYSTEMS,  
APPURTENANCES AND SPECIALIZED BATTERIES**

AFFIDAVIT of COMPLIANCE

Entity's Name: \_\_\_\_\_

Entity's Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The principal of the above named entity herein states that:

(1) The principal has examined the specification, all drawings, attachments and/or appendices accompanying the specifications (City Of Cleveland, Standard Specifications For Labor And Materials For Maintenance/Replacement Of Uninterruptible Power Supply Systems, Appurtenances And Specialized Batteries); and (2) The entity agrees to abide by and comply with the specification and the Emergency Response Provision that requires, in an emergency, to perform emergency work at the Department of Public Utility's facilities within twenty-four (24) hours.

I do hereby state that I have the legal authority to complete this statement on behalf of the above named entity and to the best of my knowledge and belief; the answers herein are true and complete.

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

State of \_\_\_\_\_)

SS:

County of \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared the above named \_\_\_\_\_, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/hers) free act and deed, personally and as a duly authorized representative of \_\_\_\_\_, and the free act and deed of the entity on whose behalf (he/she) signed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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 \_\_\_\_\_, in  
the City of \_\_\_\_\_, 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 \_\_\_\_\_;  
and that said individual, said partnership or said corporation, is filling herewith a bid to the City  
of Cleveland in conformity with the foregoing specifications;

**Individual only:** 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 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:  
\_\_\_\_\_  
\_\_\_\_\_

ITEM 4



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

President

Directors:

Vice President

Secretary

Treasurer

Cleveland Manager or Agent

Attorneys

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 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 breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed 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

CITY OF CLEVELAND

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we

\_\_\_\_\_

as Principal, and

\_\_\_\_\_

a corporation duly authorized to do business in Ohio, as Surety, are held and firmly bound unto

THE CITY OF CLEVELAND

as Obligee, in the penal sum of \_\_\_\_\_

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the said principal is herewith submitting bid for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Now, **THEREFORE**, the condition of the above obligation is such that if the said principal shall execute a contract and give bond for the faithful performance within ten (10) working days after being notified in writing of the award of such contract to the principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

TITLE \_\_\_\_\_

By \_\_\_\_\_  
Attorney in Fact

CITY OF CLEVELAND

**BID FORM**

- STANDARD CONTRACT BID
- REQUIREMENT CONTRACT BID

TO: The Commissioner of Purchases and Supplies:

BID FOR Labor and Materials for Maintenance/Replacement of Uninterruptible Power Supply Systems, Appurtenances and Specialized Batteries

FOR THE Department of Public Utilities, Finance, Port Control,

The Undersigned proposes to furnish the above articles, commodities, materials, supplies, equipment or services ("items"), and to accept as full compensation therefor the price per unit multiplied by the number of units of such items purchased hereunder, (which units and prices therefor are set forth in the Schedule of Items hereto attached and made part of this bid) and subject to any discount set forth in this bid.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory performance bond within ten (10) working days, excluding Saturdays, Sundays and holidays, after notice of award of contract has been received.

The Undersigned further certifies that he (as the individual, firm or corporation making this bid) is not in arrears or default to the City of Cleveland upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

The Undersigned deposits with the bid a Bid Bond to the City of Cleveland signed by a surety company authorized to do business in Ohio, in the sum of \$ \_\_\_\_\_

or a cashier's check or certified check on a solvent bank in the sum of \$ \_\_\_\_\_ payable to the City of Cleveland, as security that if he be awarded the contract, he will enter into a written contract and secure the performance of the same by a bond as required of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the total price bid and in conformity with the provisions of The Codified Ordinance of Cleveland, Ohio 1976.

The Undersigned further agrees that if the bid is accepted and contract awarded and he shall fail to execute said contract and furnish the satisfactory bond, as required, within the time above specified, then the City may, at its option, declare the contract abandoned and this bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the City, or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

THE UNDERSIGNED UNDERSTANDS THAT THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The firm, corporation, or individual name MUST BE SIGNED IN SPACE INDICATED. ERASURES MAY INVALIDATE THIS BID.

SIGN HERE CORPORATION OR FIRM

BY \_\_\_\_\_

If the bidder is a firm or corporation, the title of the officer signing and the State in which Incorporated must be indicated.

TITLE OF OFFICER \_\_\_\_\_

BUSINESS ADDRESS OF BIDDER \_\_\_\_\_

STATE OF INCORPORATION \_\_\_\_\_

# BID - SCHEDULE OF ITEMS

City of Cleveland  
Division of Purchases And Supplies  
128 City Hall  
Cleveland, Ohio 44114

BID PAGE 1 OF 3

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID Labor and Materials for Maintenance/Replacement of Uninterruptible Power Supply Systems, Appurtenances and Specialized Batteries

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.

PASSED

SIGNED

CITY

STATE

ZIP CODE

DEPARTMENT

Finance

DIVISION

IT&S

CITY RECORD ADVERTISEMENT DATES

STANDARD CONTRACT BID

AUTHORIZED SIGNATURE

REQUIREMENT CONTRACT BID

BUYER

BID OPENING

12:00 O'CLOCK NOON

OFFICIAL TIME

DATE

DESCRIPTION

QUANTITY

UNIT PRICE

EXTENSION

Group 1

Maintenance of uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by Eaton, APC, Liebert, Cyberex and Tripp-Lite per C-1 through C-25 and D-2 through D-5.

Item

Manufacturer

1

Eaton (Powerware, Best, & Ferrups UPS Systems) - Annual Inspection

245 units

2

APC/MGE/Schneider - Annual Inspection

107

3

Liebert - Annual Inspection

15 units

4

Cyberex - Annual Inspection

15 units

5

Tripp-Lite - Annual Inspection

5 units

6

Units 10 KVA and larger - annual inspection

50 units

7

Labor rate for standard work week

60

(\$/HR)

8

Rate for overtime

30

(\$/HR)

9

Estimated Funds to pay for any purchases that may be required under C-20.

allowance

\$70,000.00

\$70,000.00

Discount from List Price \_\_\_\_\_ %

10

Delivery allowance for freight for parts, materials, equipment and/or supplies per C-13, C-14 and C-21.

allowance

\$5,000.00

\$5,000.00

**TOTAL GROUP 1**

All quantities herein are estimates.

The contract, if any, shall be for a period up to two years.

DELIVERY  
(Days)

PAYMENT DISCOUNT

% Days

FOR PURCHASING USE ONLY

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.

## BID - SCHEDULE OF ITEMS

City of Cleveland  
Division of Purchases And Supplies  
128 City Hall  
Cleveland, Ohio 44114

BID PAGE 2 OF 3

BIDDER MUST  
COMPLETE & SIGN BELOW

TITLE OF BID Labor and Materials for Maintenance/Replacement of Uninterruptible Power Supply Systems, Appurtenances and Specialized Batteries

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO. PASSED SIGNED

CITY STATE ZIP CODE

DEPARTMENT Finance DIVISION IT&S

AUTHORIZED SIGNATURE

CITY RECORD ADVERTISEMENT DATES STANDARD CONTRACT BID REQUIREMENT CONTRACT BID

BUYER BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME

DATE

	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Group 2	Replacement batteries for uninterruptible power supply systems per C-1 through C-25 and D-7.			
Item 1	Labor rate for standard work week	60	(\$/HR)	
2	Estimated funds to pay for any purchases that may be required under C-21.  Discount from List Price _____ %	allowance	\$60,000.00	\$60,000.00
3	Delivery allowance for freight for parts, materials, equipment and/or supplies per C-13, C-14 and C-21.	allowance	\$4,000.00	\$4,000.00
	<b>TOTAL GROUP 2</b>			
All quantities herein are estimates. The contract, if any, shall be for a period up to two years.  ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.			DELIVERY (Days)	PAYMENT DISCOUNT  % Days
FOR PURCHASING USE ONLY				

## BID - SCHEDULE OF ITEMS

City of Cleveland  
Division of Purchases And Supplies  
128 City Hall  
Cleveland, Ohio 44114

BID PAGE **3** OF **3**

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID **Labor and Materials for Maintenance/Replacement of Uninterruptible Power Supply Systems, Appurtenances and Specialized Batteries**

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.

PASSED

SIGNED

CITY

STATE

ZIP CODE

DEPARTMENT  
Finance

DIVISION  
IT&S

AUTHORIZED SIGNATURE

CITY RECORD ADVERTISEMENT DATES

STANDARD CONTRACT BID

REQUIREMENT CONTRACT BID

DATE

BUYER

BID OPENING

12:00 O'CLOCK NOON  
OFFICIAL TIME

	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Group 3	Replacement of uninterruptible power supply systems, including installation and removal of old unit , per C-1 through C-25 and D-8.			
1	Estimated funds to pay for any purchases that may be required under C-21.  Discount from List Price _____ %	allowance	\$100,000.00	\$100,000.00
2	Labor rate for standard work week	60	(\$/HR)	
3	Rate for overtime	30	(\$/HR)	
4	Delivery allowance for freight for parts, materials, equipment and/or supplies per C-13, C-14 and C-21.	allowance	\$4,000.00	\$4,000.00
		<b>TOTAL Group 3</b>		
<p>All quantities herein are estimates. The contract, if any, shall be for a period up to two years.</p> <p>ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.</p>			DELIVERY (Days)	PAYMENT DISCOUNT  % Days

## GENERAL CONDITIONS

**B-1 CONSIDERATION OF BIDS.**

All bids received in conformity with the Invitation to Bid shall be endorsed with the contract or advertisement name or number and name and address of the bidder. All bids, immediately after being read, shall be tabulated and summarized and shall become public record in the office of the Commissioner of Purchases and Supplies.

**B-2 UNACCEPTABLE BIDS.**

No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

**B-3 REJECTION OR ACCEPTANCE OF BIDS.**

The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid. In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.

**B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.**

Bidders must present evidence to the Commissioner of Purchases and Supplies, when required by him to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.

**B-5 WITHDRAWAL OF BID.**

No bid may be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.

**B-6 TIME OF AWARD.**

The Board of Control of the City of Cleveland shall make an award or reject all bids not later than the second regular meeting of said Board following the opening of bids, unless further time is required to analyze bids, to investigate responsibility of any bidder, or in the absence of a time limitation for acceptance set forth in the bid.

Any extension of time beyond the date fixed by the successful bidder or the fourth regular meeting of the Board of Control, whichever event shall occur first, shall be subject to agreement between said bidder and the Board.

**B-7 AWARD CONTRACT.**

No contract shall be awarded without the approval of the Board of Control, and then only to the lowest and best bidder.

**B-8 PERFORMANCE BOND.**

A. Contracts for the purchase of articles, supplies, commodities, materials, equipment or services shall be secured by a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least twenty-five percent (25%) of the contract price on materials supplied and at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. A performance bond is not required for standard purchase and requirements contracts awarded in the amount of \$500,000.00 or less, except that standard purchase and requirements contracts that are labor and materials contracts including, but not limited to painting, carpentry, plumbing, electrical, masonry, landscaping, snow plowing, fencing and trucking over \$100,000 but not more than \$250,000 shall require a bond of at least twenty-five percent of the contract price, and over \$250,000 but not more than \$500,000 shall require a bond of at least fifty percent of the contract price. The above policy notwithstanding, the City of Cleveland reserves the right to require a performance bond in various amounts or to modify the performance bond requirement whenever it is determined to be in the best interest of the City of Cleveland to do so.

B. No performance bond is required for any contract awarded pursuant to this Invitation to Bid in an amount of \$500,000.00 or less. Any contract over \$500,000.00 will require a Performance Bond for 25% of the contract amount.

**B-9 RELEASE OF BOND.**

Whenever a performance bond is required, the performance bond will not be released until all the provisions of the contract have been fulfilled.

**B-10 CANCELLATION OF CONTRACT.**

The City shall have the right to cancel this contract on five (5) days written notice if, in the opinion the Commissioner of Purchases and Supplies, the delivery of materials, supplies or equipment or the performance of work or services are not in accordance with contract specifications and the contractor fails to cure such deficiencies or comply with the contract specifications within ten (10) days after receipt of notice of default from the City, except where fulfillment of its obligation requires activity over a period of time and it has, within ten (10) days of the default notice commenced such activity. Additionally, the City shall have the right to cancel this contract, without cause, upon fifteen (15) days written notice upon the determination of the Board of Control of the City, expressed through its resolution, to do so.

**B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.**

a. The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City, expressed through its resolution, and then only upon such terms and conditions as may be agreed to by said Board. No such subcontracting, subletting, assignment, transfer, conveyance or other disposal of the contract shall be valid until filed in the office of the Commissioner of Accounts.



b. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

c. The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

d. The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

e. The Office of Equal Opportunity shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

f. The City's Sub-contractor Addition and Substitution Policy and Procedure is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: <http://www.city.cleveland.oh.us>.

**B-12 DELAY FOR CAUSES BEYOND CONTROL.**

If the contractor is delayed in complying with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control including orders, limitations or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or for any cause by which the director shall decide to justify the delay; then for all such delays and suspensions, the contractor shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of the contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the director.

**B-13 PATENTS.**

The Contractor shall be required to pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the contractor shall defend all suits or claims for infringement of any patent or license rights.

**B-14 DELIVERY.**

The vendor shall adhere to all stipulated delivery terms (e.g., material / service delivery upon a pre-set schedule, upon orders being placed, etc.). All service performance / material deliveries should be made only if the City of Cleveland has issued a valid, open Purchase Order (PO) with a sufficient free balance to

cover the **full** costs of the service being performed or materials being delivered. The City will not pay vendors for goods or services that are either delivered to the City under an invalid or unauthorized PO or were ordered using an expired contract. The City is not responsible for, and will not pay for, goods or services delivered to the City that are not authorized under the PO and contract under which a sale was purportedly made. Therefore, the vendor **must not** perform any services nor deliver any materials without a valid, open PO that authorizes the services / materials and that carries a sufficient free balance to cover the services / materials.

Upon delivery, some form of delivery documentation must be left with the City of Cleveland Department. For service performed, some Proof of Service documentation must be given to a City employee. For materials delivered, some Proof of Delivery or Packing Slip must be given to a City employee. In all instances, the delivery documentation must be signed and dated by a City employee in order to substantiate the services provided or materials delivered were as indicated on the documentation. City employees are charged with performing this verification, so vendors should allow adequate time for this review to occur. Failure to provide some delivery documentation, which received a City signature and date upon delivery, may result in payment delays.

**B-15 LABORATORY TEST.**

The City of Cleveland reserves the right to test all materials, equipment or supplies delivered during the life of the contract, at an independent laboratory to be designated by the Commissioner of Purchases and Supplies of the City of Cleveland. Where the result of such test shows the materials, equipment or supplies are not equal to the specifications, then the expense of making such test shall be paid by the contractor.

**B-16 FAILURE TO MEET SPECIFICATIONS.**

The delivery of any material, supplies or equipment or the performance of any work or services under the contract which do not conform to contract specifications will be rejected and the contractor notified immediately in writing of such rejection and the reason therefore. If the time for performance has not expired, and the contractor wishes to remedy the deficient materials, supplies or equipment or performance, it may notify the Commissioner of Purchases and Supplies of its intention to cure and may within ten (10) days make a conforming delivery of performance unless such time is extended in writing by said Commissioner. If said contractor fails to replace such nonconforming materials, supplies or equipment or otherwise cure such deficient performance of work or services, the City of Cleveland will purchase such materials, supplies or equipment or obtain the performance of such work or services of the character required on the open market or in case of work and services, by performance by City employees. In such event, the contractor and his surety shall be liable to the City for any excess costs and expenses thereby incurred.

**B-17 SAFEGUARDS.**

Any equipment to be furnished by the terms of this bid, shall be provided with safety controls, guards, and housing meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included as part of the bid.

**B-18 STATE OR FEDERAL TAXES.**

- a. The City of Cleveland is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.
- b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.
- c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

**B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.**

The contractor shall be and remain an independent contractor with respect to all services performed under said contract, and agrees to and accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law, which are measured by the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials and said contractor also agrees to indemnify and save harmless the City of Cleveland from an such contributions or taxes or liability therefore.

**B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.**

The freight prices made in the bid are to be in accordance with lawful freight or cartage charges in existence at the time the bid is made, and contract prices shall be increased or decreased by changes in the freight or cartage rates, provided that claims for additional freight or cartage be presented to the City of Cleveland within thirty (30) days after said advance in freight or cartage rates becomes effective. Reductions in freight or cartage prices will be deducted from the contract price.

**B-21 INVOICING AND PAYMENT.**

The Contractor shall submit invoices that appropriately reflect the work performed. Original Invoices must be typed and legible. The City of Cleveland does not pay from duplicates or copies. Each invoice must be mailed as specified below:

- Original invoice to address as shown on Purchase Order under "BILL TO:"
- Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Cleveland, OH 44114, clearly marked "COPY".
- Address invoice questions first to the ordering department. The Division of Accounts will assist if the Department is unable to resolve the question.

The failure to deliver copies of invoices to the indicated location may lead to delays in payment.

Invoices submitted by the Contractor for payment must include the following information:

- Contractor Name, as it appears on the Contract;
- Contractor Mailing Address;
- Contractor Telephone Number;
- Contractor Facsimile Number;
- Contract Number;
- Purchase Order (PO) Number under which the work being invoiced was authorized;
- Contractor Invoice Number, which must be a unique (non-recurring) number;
- Invoice Date, reflecting the date that the invoice itself was issued to ;
- Timeframe that the invoice covers;
- A detailed itemization of labor and materials provided, including:
  - Date that work was performed / material delivered,
  - Location for each item of service performed / material delivered,
  - Line Item Number from the Contract's Schedule of Items (SOI) that is being invoiced,
  - Quantity of items being invoiced under each Line Item,
  - Unit Cost of each Line Item,
  - Extended Cost by each Line Item.
- delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.) with an acknowledgement signature and date from a City of Cleveland employee;

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-6000646. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

Any applicable discounts, as stipulated through the contract and/or PO, must be itemized and applied to the invoice. Any special instructions contained within the contract must also be followed.

If any invoice is erroneous or does not include the above required information, the City shall inform the supplier as to the reasons thereof and any corrective actions necessary to qualify the invoice for payment by the City. The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice.

**B-22 EQUAL OPPORTUNITY.**

This contract is a contract, and contractor is a contractor within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term, the contractor shall comply with all terms, conditions and requirements imposed on "contractor" in the Equal Opportunity Clause, Section 187.22(b) of

the Codified Ordinances of Cleveland, Ohio 1976, attached hereto and made a part hereof. A copy of such clause shall be made a part of every subcontract of agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom the contractor may deal.

**PARAGRAPHS B-23 AND B-24 APPLY ONLY IF THE REQUIREMENT CONTRACT BID BLOCK IS MARKED ON BID PAGE 1 OF BID AND ON BID FORM.**

**B-23 DURATION OF CONTRACT.**

The proposed contract shall be effective upon its execution and approval by the Director of Law of the City of Cleveland and, for the purpose of accepting, delivery, shall continue in full force and effect for the period specified in the specifications and/or the Schedule of Items section of the bid, unless otherwise indicated.

**B-24 REDUCTION IN PRICES.**

The contractor agrees that if the price to the general trade is reduced while the contract is in effect, the City of Cleveland will receive the benefit of such reduction immediately. However, if the contract price is below the price to the general trade at the time the contract is awarded, the reduction provision will be effective only when the recognized price to the general trade reaches a level lower than the contract price or when the contractor reduces his own price to a level lower than the contract price.

**B-25 EIGHT-HOUR DAY, MINIMUM WAGE, AND NON-DISCRIMINATION.**

The Contractor agrees that it shall comply with the following provisions of the Charter of the City of Cleveland, which are, respectively, as follows:

Section 196. Except in case of extraordinary emergencies; not to exceed eight (8) hours will constitute a day's work and not to exceed forty eight (48) hours a week's work, for any City employee of the City of Cleveland in the classified service thereof, and for any workmen engaged in public work carried on or aided by the municipality whether done by contract or otherwise. The Council shall by ordinance, provide for the enforcement of the provisions of this section.

Section 197. Every contract for public work entered into by the City of Cleveland shall contain, and no contract shall be entered into unless it contains the following stipulations:

The Contractor hereby agrees that all persons employed by him will be paid wages which are not less than are paid by the City of Cleveland for similar or like work; but if said City has not established a rate of wages for any particular class of work to be performed under the terms of this contract, then said employees shall be paid wages not less than are generally paid therefore by others employing union labor in said City.

The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the Contract there will be no discrimination exercised against any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

**B-26 LAWS, PERMITS, AND REGULATIONS**

The contractor shall comply with all applicable laws of the Federal government, State, ordinances of the City or other municipality in which the work or services are being done and all applicable regulations and any authorized regulations, and shall be responsible for securing at his own expense any and all licenses, permits and certificates of inspection required by law or by the contract documents.

**SERVICES, LABOR & MATERIALS – IF THIS CONTRACT IS FOR WORK, SERVICES, OR LABOR & MATERIALS, B-27, 28 AND B-29 APPLY**

**B-27 STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR AND MATERIALS.**

If this contract contains labor, whether in part or in all, the contractor shall, in all cases during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save said City harmless from any and all liability arising from said act. He shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referred to. A copy of the official certificate or receipt showing the payments hereinbefore referred to, shall be submitted with the bid, or, if not included with the bid, shall be submitted with the signed contract. No work shall be commenced, or payments made, until the certificate or receipt is received by the City. The contractor shall maintain continuous coverage throughout the contract and shall notify the City in writing within 24 hours of receipt of notice of cancellation or reduction of coverage.

**B-28 INDEMNITY**

Contractor shall indemnify, defend, and hold harmless the City of Cleveland, Ohio, its officers, agents, and employees from all claims, demands, liabilities, loss, suits, causes of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission by Contractor or its agents, employees, subcontractors or suppliers, in performing work or services or furnishing labor and materials under this contract. This indemnification right is in addition to any other indemnification or contribution right of any indemnified party and shall survive completion of the work or services or furnishing of labor and materials.

**B-29 WARRANTY**

Contractor warrants, in addition to any other express or implied warranty required by law or the contract, that all work and services performed under this Agreement will be of good quality, free from faults and defects, conform to the contract documents, performed in a workmanlike manner according to good usage and

accepted practice, resulting in a merchantable product, and fit and suitable for their intended purpose, and that materials supplied will be of good quality and free from all defects, latent or patent.

#### **B-30 OHIO CAMPAIGN FINANCE LAW**

Pursuant to the Ohio Revised Code, as referenced below, the following language is hereby made a part of this document:

"Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1)."

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Ohio Revised Code, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

#### **B-31 TITLE 48 C.F.R. ETC:**

Certification Re: Federal Debarment, Suspension, Ineligibility or Voluntary Exclusion: Title 48 Code of Federal Regulations, Part 9, and other regulations, preclude the City from participating in a covered transaction, as defined in subpart 9.4, with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. By signing and submitting this document, the bidder certifies to City that it, its principals, any subcontractors, and subcontractor principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 2) Have not within the three-year period immediately preceding the submission date of this document been convicted of or had a civil judgment rendered against them personally or the company for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; or,
- 4) Have not within the three-year period immediately preceding submission date of this document had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of these statements in this certification, such prospective participant must attach a written explanation to this bid. Failure or inability to certify to any of these statements may be cause for rejection of the bid.

The Federal Debarred Listing is available at <http://www.epls.gov/>

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Code of Federal Regulations, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.



**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF UNINTERRUPTIBLE  
POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

**C-1 SCOPE**

This specification covers labor and materials for maintenance, purchase, and replacement of uninterruptible power supply systems (UPS), appurtenances and specialized batteries that the City of Cleveland (City) may require.

The purpose of this specification is to assure that tested and inspected UPS systems, appurtenances and specialized batteries are operational and within applicable standards and manufacturer's tolerances and that the UPS systems, appurtenances and specialized batteries are maintained at readiness for continuous and spontaneous service.

The City of Cleveland intends to use this specification and the resulting requirement contract(s) to provide labor and materials to maintain, refurbish and replace various types of UPS systems, appurtenances and specialized batteries in its facilities for a period up to two years.

The work shall include replacement, maintenance and refurbishment as approved at a pre-determined cost for UPS systems, appurtenances and specialized batteries. The maintenance, testing and refurbishment activities shall include condition reports for the UPS systems, appurtenance and specialized batteries.

The work outlined in this specification may include hazardous voltages, materials, operations and equipment. It shall be the responsibility of the maintenance contractor(s) to review and abide by all applicable regulatory limitations and safety regulations.

**C-2 PRE-BID MEETING/LAST DAY FOR QUESTIONS**

- A. A pre-bid meeting will be held on the date and time as per the advertisement announcement. Bidders are cautioned that questions, clarifications, and information that may result from this meeting, could affect your bid. In addition, by City policy, this is the only opportunity for potential bidders to speak directly with City personnel prior to awarding of the contract(s). Attendance at the pre-bid meeting is non-mandatory.
- B. The last day for questions is seven business days before the bid opening date. All questions should be submitted in writing to: [purchasing@clevelandohio.gov](mailto:purchasing@clevelandohio.gov).

**C-3 RATE OF USE OF LABOR AND MATERIALS**

The use of labor and material to maintain and refurbish various types of UPS systems, appurtenances and specialized batteries shall be determined by the Director of Finance or his designee. The City reserves the right, however, to establish repair schedules in conformance with operating conditions in the water treatment plants and other facilities.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF UNINTERRUPTIBLE  
POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

**C-4 DEFINITIONS**

Power Module: The electronic portion of a UPS system.

Battery: The electric storage battery portion of a UPS system.

Action Order: A document authorizing labor to be performed at a specified location issued by a person authorized to prepare such document. Appendix C shows a model Action Order form that the City intends to provide to the contractor(s) to initiate any action.

Manufacturer: The party that manufactures, fabricates or produces the UPS system including power module, battery and appurtenances, and specialized batteries.

Contractor(s): The party that supplies maintenance services for UPS systems including power module, battery and appurtenances, and specialized batteries. The contractor(s) may or may not be the manufacturer.

Invoice Equivalent: A portion of, copy, or screen-print documentation from a company's financial system that is used to track transactions, parts, quantities, costs, etc. for state, federal, local taxable records, and/or audit purposes.

Overtime: Working hours outside of normal 7:00 a.m. – 5:00 p.m. weekdays depending on location. Nights and weekends, including holidays that are observed by the City are all considered overtime.

**C-5 GENERAL BIDDER QUALIFICATIONS**

Bidder should be a UPS systems sales and service provider. Bidder should submit published documentation, such as business sales brochures, demonstrating:

1. That the bidder has physical capacity including but not limited to training, technicians, specialized hardware and diagnostic software and inventory to safely perform work upon the equipment listed in the bid groups for which the bidder is bidding;
2. That the bidder has capacity to make or procure parts for the equipment listed in the bid groups for which the bidder is bidding;
3. That the bidder has facilities within Cuyahoga County, Ohio or the contiguous counties or within two hours driving time;
4. That the bidding organization is an established, qualified service company with a minimum of five years' experience;
5. That the bidding organization offers emergency service 24 hours a day;
6. That the bidding organization should be adequately staffed with factory trained and qualified technicians;

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF UNINTERRUPTIBLE  
POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

7. That the bidding organization personnel performing these test and inspections are trained and experienced concerning the devices being evaluated. These individuals should be capable of conducting the tests and inspections in a safe manner and with complete knowledge of the hazards involved. They must evaluate the test and inspection data and make a judgment on the continued serviceability of UPS systems and appurtenances;
8. That the bidder meets the requirements set forth in this specification.
  - No substitutions or exceptions.

The City of Cleveland reserves the right to inspect the bidder's physical facilities to determine if the bidders' physical facilities meet minimum qualifications.

**C-6 SCHEDULING OF MAINTENANCE SERVICES**

The City of Cleveland, by the nature of its responsibility to provide potable water, electricity and sewerage service to the public, shall establish repair schedules in conformance with operating conditions in the water treatment plants, water pumping facilities, electrical distribution system and sewerage systems. For safety concerns, no work shall commence without permission of the plant manager or his representative. Consideration for scheduling of UPS system maintenance and repair activities shall be given to the contractor(s). The contractor(s) shall complete all repairs and/or maintenance of UPS systems and appurtenances no later than 14 days (elapsed days) from date of commencement of maintenance or repair work. The controlling parameter in all cases shall be the integrity of the water, electric power and sewerage systems and the ability of the DPU to meet its requirements for the production and distribution of potable water and electricity and removal of sewage.

The contractor(s) shall have the capability to respond to emergency calls by the City to perform emergency work at any of the City facilities within twenty-four (24) hours. The contractor(s) shall coordinate his activities with the Director of Finance or his designee.

**C-7 EVIDENCE OF ABILITY TO DO WORK**

Bidder must present evidence to the Director of Finance or his designee, when required to do so, that they are fully competent and have the necessary facilities and pecuniary resources to deliver the material and complete the work to be performed hereunder in a satisfactory manner and within the time specified.

**C-8 PRICE FOR MAINTENANCE SERVICES**

The quantities of the work under this contract or materials and equipment supplied in each group of the Bid - Schedule of Items are approximate only. Any and all deviations in any way shall not constitute valid grounds for claims against the City.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF UNINTERRUPTIBLE  
POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

Appendix A shows a partial list of UPS systems. Appendix B shows a partial list of City facilities. The price to be bid for labor and materials to maintain, repair, replace or recondition UPS systems including power module, battery, appurtenances, and specialized batteries:

1. Group 1

- a. Bid Item 1 – Maintenance of uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by Eaton.
- b. Bid Item 2 – Maintenance of uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by APC/MGE/Schneider Electric.
- c. Bid Item 3 – Maintenance of uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by Liebert.
- d. Bid Item 4 - Maintenance of uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by Cyberex.
- e. Bid Items 5 & 6 – Maintenance of uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by Tripp-Lite and units 10 KVA and larger.
- f. Bid Items 7 & 8 - Hourly rates to be quoted are for any labor required other than the scheduled maintenance of the various UPS systems listed in Bid Items 1-6, as needed, such as for troubleshooting.
- g. Bid Item 9 – Estimated funds to pay for any purchases that may be required under C-21.
- h. Bid Item 10 – Delivery Allowance per C-13, C-14 and C-21.

2. Group 2

- a. Bid Items 1 – . Hourly rate for any labor required for installation of replacement batteries.
- b. Bid Item 2 - Estimated funds to pay for any purchases that may be required under C-21.
- c. Bid Item 3 - Delivery Allowance per C-13, C-14 and C-21.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF UNINTERRUPTIBLE  
POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

3. Group 3

- a. Bid Item 1 – Replacement of UPS systems
- b. Bid Item 2 and 3 - Hourly rate to be quoted for any labor required for installation of UPS systems.
- c. Bid Item 4 - Delivery Allowance per C-13, C-14 and C-21.

Written, electronic photograph, oral and video reports shall be deemed included in all bid prices.

**C-9 EVALUATION OF BIDS**

The City of Cleveland intends to award one contract for all groups. All items within each group must be bid to be responsive. The City of Cleveland will not guarantee the number of and/or types of maintenance, inspections or repairs it will require.

The City of Cleveland may reject bids for improper submittal of documentation, incomplete submittal of documentation and/or unsubstantiated information within the submittal.

**C-10 DOCUMENTATION TO BE SUBMITTED WITH THE BID**

A. REFERENCES

For Group 1 - Items 1-10:

The bidder should submit with his bid a list of at least three references wherein the bidder performed maintenance activities on UPS systems and appurtenances. This listing should include the name of the organization, address, telephone number and the name of the principal engineer (or project manager) receiving reports. Naming City of Cleveland personnel shall not constitute references. This list will be used to determine if the bidder is a UPS system's maintenance or repair services contractor(s). The City reserves the right to reject bids based upon inadequate documentation of the experience of the bidder.

For Bid Group 2 –

The bidder should submit with his bid a list of at least three references wherein the bidder has supplied batteries for UPS systems. This listing should include the name of the organization employing the bidder, address, telephone number and the name of the principal engineer (or project manager) receiving reports. Naming City of Cleveland personnel shall not constitute references. This list will be used to determine if the bidder is a vendor of UPS system batteries. The City reserves the

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF UNINTERRUPTIBLE  
POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

right to reject bids based upon inadequate documentation of the experience of the bidder.

For Bid Group 3 – Items 1-4:

The bidder should submit with his bid a list of at least three references wherein the bidder has supplied UPS systems. This listing should include the name of the organization employing the bidder, address, telephone number and the name of the principal engineer (or project manager) receiving reports. Naming City of Cleveland personnel shall not constitute references. This list will be used to determine if the bidder is a vendor of UPS system. The City reserves the right to reject bids based upon inadequate documentation of the experience of the bidder.

**B. NOTARIZED AFFIDAVIT OF COMPLIANCE**

The bidder should submit with his bid the notarized affidavit of compliance stating that:

1. The bidder has examined all attachments and/or appendices accompanying the specifications; and
2. That the bidder has the capability, in an emergency, to be able to perform emergency work at City Facilities within 24 hours.

**C-11 SECURITY**

To ensure the safety and security of the various facilities, the City requires that the successful bidder(s) provide faxed information to verify the identity of driver and employees, as well as the license plate and make of the vehicle that will be used to enter a City facilities.

Contractor(s) agrees to cease work at no cost to the City until breaches of security are remedied.

**C-12 SUBCONTRACTORS**

If the bidder chooses to use subcontractors, the same documentation and requirements that are required by the contractor(s) will be applied to any and all subcontractors. The contractor(s) will be solely responsible to the City for all subcontractors including for security. If the bidder chooses to use subcontractors, the bidder shall submit a list of subcontractors with the bid, as part of the OEO documentation.

**C-13 DELIVERY** (Supplement to General Conditions Section B-14)

The contractor(s) shall provide the non-emergency requested services, supplies and/or equipment requested within five business days from the formal request for a shipment as detailed in an Action Order and Delivery Order. The contractor(s) shall provide the emergency requested services, supplies and/or equipment listed within one business day from the formal request for services,

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF UNINTERRUPTIBLE  
POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

supplies and/or equipment as detailed in an Action Order and Delivery Order. Charges for emergency delivery of parts shall be with prior approval of City and F.O.B. parts location.

Delivery and/or maintenance work shall be made during workdays between the hours of 7:00 a.m. and 3:30 p.m. The contractor(s) shall contact the Plant Manager to confirm arrival to perform maintenance activities 24 hours prior to arrival. The contractor(s) shall provide faxed information to verify the identity of driver as well as the license plate and make of the vehicle used in the delivery.

The contractor(s) shall provide the requested services, supplies and/or equipment at the formal request by Action Order and Delivery Order of the Director of Finance or his designee. Action Order form shall be in the format shown in Appendix C.

Delivery may be only to the locations below unless otherwise specified in the Action Order and Delivery Order. No shipments shall be sent to any other location without prior written authorization and shall only be to a City owned facility. Delivery shall be to the person detailed in the Action Order and Delivery Order. Any packages that are broken shall not be accepted.

Baldwin  
11216 Stokes Blvd.  
Cleveland, OH 44104

Crown  
955 Clague Road  
Westlake, OH 44145

Garrett A. Morgan  
11245 West 45th Street  
Cleveland, OH 44102

Nottingham  
1300/1230 Chardon Road  
Cleveland, OH 44117

Public Utilities Building  
1201 Lakeside Avenue  
Cleveland, OH 44114

Parma Control Center  
5953 Deering Ave  
Cleveland, OH 44130

Distribution & Maintenance  
4600 Harvard Avenue  
Newburgh Heights, OH 44105

Cleveland Public Power  
1300 Lakeside Avenue  
Cleveland, OH 44114

Water Pollution Control  
12302 Kirby Avenue  
Cleveland, Ohio 44110

IT&S  
205 W. St. Clair Avenue  
Cleveland, OH 44113

City Hall  
601 Lakeside Avenue  
Cleveland, OH 44114

3<sup>rd</sup> District Police Station  
4501 Chester Avenue  
Cleveland, OH 44103

**C-14 EMERGENCY FREIGHT CHARGES**

Freight, including surcharges, shall be allowed for materials deemed emergency repair upon prior approval of the Director of Finance or his designee. Emergency delivery shall be disclosed upon the written Action Order or Delivery Order.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF UNINTERRUPTIBLE  
POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

**C-15 ACCEPTANCE OF PERFORMANCE**

It shall be understood and agreed by the parties hereto that the Director of Finance or his designee shall determine the satisfactory quality of the work furnished under the contract(s).

**C-16 NOTICE OF NONCONFORMANCE**

If contractor's services, supplies and/or equipment delivered pursuant to an Action Order, do not meet the requirements of this specification, the City shall notify the contractor(s) within five working days after receipt of the services or item(s) at the point of destination.

**C-17 REMOVAL OF NONCONFORMING ITEMS**

If contractor's supplies and/or equipment do not meet the requirements of this specification, the contractor(s) shall remove the supplies and appurtenances from the premises of the DPU and replace it with the correct device as detailed in the Action Order. Contractor(s) shall pay freight costs to return non-conforming items. The City shall not pay re-stocking fees of any type. If contractor(s) services do not meet the requirements of this specification, the contractor(s) shall return and correct the deficiency. The City shall not pay re-work fees of any type.

The contractor(s) shall submit a verbal report(s) on the day of any activity and shall submit a written (and, if applicable, video or electronic photograph) report within 10 days. Verbal reports shall be provided as needed for the welfare and integrity of the water system.

**C-18 INVOICING AND PAYMENT** (Supplement to General Conditions Section B-21)

The contractor(s) shall submit an invoice or invoices requesting payment in writing to the Director of Finance or his designee as detailed on the Action Order and Delivery Order (DO) for approval. The contractor(s) is to invoice with the following required information: (1) vendor name; (2) vendor address; (3) vendor telephone number; (4) City DO number authorizing the invoiced material/service and, if applicable, City contract number; (5) vendor invoice number, which is a unique number; (6) invoice date; (7) invoice due date; (8) DPU "ship to" address; (9) itemized costs including item descriptions, quantities, unit costs, and cost extensions (and, if against a contract, Schedule of Items (SOI) references); (10) total invoiced amount; and (11) itemization of any applicable discounts (stipulated through the contract); and (12) associated documentation (invoice equivalent) must accompany invoice to verify labor hours and invoiced material costs for contractor to perform necessary repairs. Sales tax shall not be included, as the City is exempt. The original invoice must be mailed to the "Bill to" address on the Delivery Order.



**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF UNINTERRUPTIBLE  
POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

Original invoices are to be mailed to the Department of Finance, Division of IT&S, 205 W. St. Clair Avenue, 4th Floor, Cleveland, Ohio 44113

**C-19 PUBLIC LIABILITY, PROPERTY DAMAGE AND VEHICLE  
INSURANCE**

This section applies to contractor(s) for Bid – Schedule of Items Group 1.

- a. The contractor(s) shall take out and maintain during the life of this contract such public liability and property damage insurance, wherein the City of Cleveland is named as an additional insured, as shall protect himself, any subcontractor and the City of Cleveland from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone employed by him. An exact copy of such policy, rider or policies shall be deposited with the City of Cleveland before the commencement of any work under this contract. The amounts of such insurance shall be as follows:
- b. Public Liability Insurance: In an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one occurrence involving injury to more than one person, and property damage insurance in an amount not less than \$200,000.00.
- c. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required or by separate policies of insurance in amount as follows:
  - (1) Public Liability insurance to cover each vehicle used in the performance of the contract in an amount not less than \$500,000.00 on account of injury or death of one person and not less than \$1,000,000.00 on account of injury or death of two or more persons.
  - (2) Property damage liability insurance to cover each vehicle used in the performance of the contract in an amount not less than \$200,000.00 in any occurrence.
- d. Contractor shall notify the Director, in writing, at least 10 days before it cancels or reduces its insurance policy or coverage and immediately upon the Contractor's receipt of notice from its insurance company of any cancellation or reduction of the required insurance policy or coverage.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF UNINTERRUPTIBLE  
POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

- e. The contractor(s) shall provide Ohio Workers Compensation insurance as needed to protect his work force.

**C-20 WARRANTY** (Supplement to General Conditions Section B-29)

The contractor(s) for the work specified in the contract documents, in consideration of the price bid and the payments received or to be received, guarantees that all work done in the project under contract is in all respects first-class, of the proper kind and quality and has been done and is being done in accordance with the requirements of the contract documents.

If at any time during the performance of the contract bid item, any defects or omissions become apparent in the work, or it becomes apparent that any of the work is not in accordance with the requirements of the contract documents, any of the work performed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the work which is being done or has been done by the Contractor, all as determined by the Director of Finance or his authorized representative, the Director of Finance or his authorized representative will notify the contractor to rectify such defects or omissions and make any necessary repairs.

The contractor shall supply at a minimum, a warranty of one year for all materials furnished. If any portion of the materials furnished proves to be defective within one year from final acceptance of the work, then the contractor shall correct the defects at their own expense.

**C-21 PARTS, MATERIALS, EQUIPMENT AND/OR SUPPLIES FOR LABOR AND MATERIALS FOR UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

The contractor(s) shall supply, when required by the City of Cleveland, materials, parts, equipment, and supplies to replace, maintain and/or repair UPS systems and their appurtenances, upon prior approval of the Director of Finance or his designee. When the City of Cleveland requests pricing for materials, parts, equipment and/or supplies, the contractor shall submit with his quotation a copy of the catalog price list showing the list price of the item or items being quoted less the discount given for this contract.

**C-22 MATHEMATICAL ERRORS**

If the bidder makes any mathematical error(s), the City of Cleveland will correct those errors as follows:

The unit price for labor and materials stated on the bid sheet by the bidder shall be accepted as being correct. The actual sum of these figures and the extension based upon that quantity shall

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF UNINTERRUPTIBLE  
POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

then govern. The unofficial total shall be revised accordingly. The City also reserves the right to correct any mathematical errors in the summation of the bid item extensions.

Where subtotals or totals are transferred from one sheet to another sheet, the City of Cleveland reserves the right to correct any errors made in transferring (recopying) the figures, as the intent to the bid form is that those figures be the same. If the correction of any errors has an effect on the award of the bids, only the directly affected bidders will be notified in writing of the changes.

**C-23 NOTICE TO PROCEED**

The language anywhere else in this contract notwithstanding, the term of this contract shall begin when CWD issues a Notice to Proceed to the vendor(s) and shall last for up to two (2) years. At the City's discretion, the City may shorten the term of this contract to as much as two weeks less than two (2) year term, in order to accomplish an orderly inventory of material. A Notice to Proceed shall not be issued until the contract has been fully executed and delivered to all parties.

**C-24 PREVAILING RATES OF WAGES**

- A. Each person employed by the Contractor or by the Subcontractor for the work herein specified shall be paid the prevailing rates of wages as determined by the State of Ohio's Department of Commerce, Wage and Hour Bureau ([www.com.ohio.gov/laws](http://www.com.ohio.gov/laws)). As a courtesy, copies of the State's published and approved prevailing wage schedules can be obtained from the City Contract Compliance Unit.
- B. Changes instated by the State's Wage and Hour Bureau will be communicated to the prime Contractor by the various divisions of the City within seven (7) business days of its notification by the State. This includes increases in the required prevailing wages for a Work Class, the addition of a new Wage Class to the prevailing wage requirements, and other updates. Nonetheless, in accordance with Ohio Revised Code Chapter 4115,
- C. The Contractor and Subcontractor are required to implement these changes into their payrolls dating to the effective date for the change as given by the State.
- D. Every Contractor and Subcontractor who is subject to Chapter 4115 of the Revised Code shall, as soon as it begins performance under its Contract with the City, supply to the City of Cleveland a schedule of dates during the life of its Contract with the authority on which it is required to pay wages to employees. It shall also deliver to the City a certified copy of its payroll within two (2) weeks after the first pay date made to its employees associated with this contract. The Contractor must

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF UNINTERRUPTIBLE  
POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

also submit certified payroll reports covering weekly timeframes throughout the term of the contract, in complement to the invoicing schedule. (For instance, when a Contractor submits a month invoice, it is required to submit separate certified payroll reports for each of the weeks comprising that month.)

E. Each certified payroll report is required to contain the following information:

- Contractor (or Subcontractor) Name, as it appears on the Contract;
- Contractor (or Subcontractor) Mailing Address;
- Contractor (or Subcontractor) Telephone Number;
- Contractor (or Subcontractor) Facsimile Number;
- Contractor Federal Tax Identification Number;
- Name of prime Contractor;
- Contract Number;
  - Contract Name/Title;
  - Timeframe that the certified payroll report covers;
  - A detailed listing of employee information, including:
    - First and Last Name of each employee working on any job under the prime's contract during the certified payroll timeframe;
    - Home Address of each employee listed;
    - Social Security Number of each employee listed;
    - Sex of each employee listed;
    - Race of each employee listed;
    - Work Class of each employee listed (in accord with the work classes defined by the Ohio Department of Commerce, Wage and Hour Bureau);
    - Hours Worked under the prime's contract for each employee listed, by day/date and separately identified as regular time or overtime;
    - Total Hours Worked under the prime's contract for each employee listed;
    - Base Rate for each employee listed, by the Work Class applied to the specific work performed;
    - Gross Earnings of each employee listed;
    - Each deductions and deduction amount for each employee listed, including medical, social security, pension, vacation, union dues, et cetera;
    - Total taxes withheld of each employee listed;
    - Net Earnings of each employee listed.

The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof. It confirms that the payroll covered in the certified report is in compliance with Ohio Revised Code Chapter 4115 and, thereby, in compliance with this Contract in relation to wage rates, permissible deductions, and other requirements therein.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF UNINTERRUPTIBLE  
POWER SUPPLY SYSTEMS, APPURTENANCES and SPECIALIZED BATTERIES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

- F. Failure to submit biweekly certified payroll reports and/or identified noncompliance items may result in withholding of invoice payments until the missing documentation and/or corrections made to certified payrolls to bring the Contractor/Subcontractor into compliance has been received.
- G. Upon completion of the contract term and prior to final payment thereof, each Contractor or Subcontractor shall file with the respective City of Cleveland divisions an affidavit stating that it has fully complied with Chapter 4115 of the Ohio Revised Code. Failure to do so may result in the withholding of remaining payments until submission.
- H. All communications, document submissions, questions, et cetera regarding prevailing wage requirements should be directed to the following:
- Office of Equal Opportunity  
Contract Compliance Unit  
601 Lakeside Avenue,  
Cleveland, OH 44114

**C-25 OEO PARTICIPATION GOALS** (Supplemental to A-17, A-18, and B-23)

Under Chapter 187.13C of the Codified Ordinances, the OEO participation goal for this requirement contract has been waived. Schedules 1-4 are not required.

There is no Subcontractor Participation (Utilization) Goal for this contract. However, per Section A-19(a) of the Instructions to Bidders, any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. If you do plan to utilize a subcontractor, submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on this contract.

You are encouraged to consider City-certified firms for any available subcontracting opportunities. A searchable database of all City-certified firms can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://cleveland.diversity compliance.com>

On the website, click on CSB/MBE/FBE Registry.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

**D-1 Tests and Inspection Reports**

The contractor(s) shall supply two (2) copies of all reports to the contract administrator:

- a. The test and inspection reports include the following:
  1. Summary of what was done and by whom.
  2. Description of the equipment tested or inspected.
  3. Description of the tests and inspections.
  4. Test and inspection data.
  5. Analysis and recommendations.
- b. The test and inspection data records shall include the following minimum requirements:
  1. Identification of the contractor.
  2. Equipment Identification.
  3. Environmental conditions that may have affected the results of any test, calibration and or inspection.
  4. Date of any test, calibration and or inspection.
  5. Identification of the technicians performing the tests, calibrations and or inspections.
  6. Results of any test, calibration and or inspection.
  7. Interpretation of any test, calibration and or inspection.
  8. Listing of all results and comments.

**D-2 Group 1 – Item 1 – Maintenance of uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by Eaton.**

D-2a Preventive Maintenance Services for uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by Eaton:

- (1) Visual Inspection,
- (2) Internal Operating Parameters,
- (3) External Operating Parameters,
- (4) Environmental Parameters,
- (5) Battery Cabinet Checks,
- (6) Monitoring System Parameters, and
- (7) General Inspection and Review.

D-2b During Visual Inspection, the contractor shall at a minimum:

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

- (1) Inspect all printed circuit boards connections for cleanliness and swab contacts;
- (2) Inspect all power connections for signs of overheating;
  - (3) Inspect all subassemblies, bridges, and legs for signs of component defects or stress;
- (4) Inspect all DC (direct current) capacitors for signs of leakage;
- (5) Inspect all AC (alternating current) capacitors for signs of leakage;
- (6) Inspect and inventory all customer-owned spare parts;
  - (7) Inspect for, and perform as required, any open engineering changes.

D-2c During Internal Operating Parameters Inspection, the contractor shall at a minimum:

- (1) Inspect the DC (direct current) ground detection unit;
- (2) Inspect inverter leg current average balance;
- (3) Inspect output filter current average phase balance;
- (4) Inspect rectifier bridge current average leg balance;
- (5) Inspect AC (alternating current) protection settings and operation;
- (6) Inspect DC (direct current) protection settings and operation;
  - (7) Inspect input and output frequency and voltage bandwidth settings;
- (8) Verify DC (direct current) filter capacitance;
- (9) Verify AC (alternating current) tank and trap filter capacitance;
- (10) Verify power supply voltages and waveforms;
  - (11) Replace power module power supply back up control battery cells; and
- (12) Perform static switch leakage testing.

D-2d During External Operating Parameters Inspection, the contractor shall at a minimum:

- (1) Inspect system input voltages for all phases;
- (2) Inspect system input currents for all phases;
  - (3) Determine DC (direct current) charging voltages (float and equalize), record settings and adjust as needed to nominal;
- (4) Inspect rectifier phase on and walk up;
- (5) Inspect inverter phase on and walk up;
- (6) Adjust all panel meters to measured values;
- (7) Inspect system bypass voltages for all phases;

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

(8) Perform manual and UV transfer testing to verify uninterrupted transfer waveform; and

(9) Perform outage simulation and battery capability testing and verify charger current limit.

D-2e During Environmental Parameters Inspection, the contractor shall at a minimum:

- (1) Inspect UPS area ambient temperature and condition of associated ventilating equipment;
- (2) Inspect general cleanliness of UPS power module;
- (3) Inspect general cleanliness of UPS area;
- (4) Replace all air filters as appropriate; and
- (5) Clean control panel.

D-2f During Battery Cabinet Checks, the contractor shall at a minimum

- (1) Measure and record the following:
  - a. Individual cell/battery float voltages and overall float voltages,
  - b. Charger output current and voltage,
  - c. AC ripple current and voltage imposed on the battery,
  - d. Internal ohmic values of each cell/battery,
  - e. Connection Resistance of all of the inter cell/battery connections,
  - f. Ambient temperature,
  - g. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier.
- (2) Visually inspect conditions and appearance of the following:
  - a. Connection terminals inter-cell/battery connections, cables and associated hardware,
  - b. Cell/battery covers, containers and post seals,
    - c. Battery racks or cabinets and associated components and hardware,
  - d. Cell/battery jar cover, noting any excessive distortion.
- (3) Clean all accessible surfaces as required,
  - (4) Re-torque any connection where the resistance is above twenty (20) percent above the average.

D-2g During Monitoring System Parameters Inspection, the contractor shall at a minimum:



**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

- (1) Review and print alarm archive data;
- (2) Test local and remote alarm lamp; and
- (3) Replace all open monitor bulbs.

D-2h During the General Inspection & Review, the contractor shall at a minimum

- (1) Conduct a customer consultation identifying critical issues before leaving the Department of Public Utilities facility;
- (2) Provide verbal recommendations; and
- (3) Share general observations.

Following the preventive maintenance inspection, the contractor shall at a minimum provide a written report within five (5) business days detailing the results of the inspection and provide specific recommendations toward future remedial actions and upgrades.

**D-3 Group 1 – Item 2 - Maintenance of uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by Schneider Electric (APC and MGE)**

Preventive Maintenance Services for uninterruptible power supply systems\_including power module, battery and appurtenances for units manufactured by APC shall consist of: (1) maintenance service upon the uninterruptible power supply system's power module; and (2) maintenance service upon the battery system.

D-3a During the preventive maintenance service upon the uninterruptible power supply system's power module, the contractor shall at a minimum:

- (1) Perform a temperature check on all breakers, connections, and associated controls including repairing and reporting all high temperature areas;
- (2) Perform a complete visual inspection of the power module including subassemblies; wiring harnesses, contacts, cables, and major components and replace air filters;
- (3) Inspect modules completely
  - a. For discoloration of rectifier and inverter snubber boards,
  - b. For swelling or oil leaking oil of power capacitors, and
  - c. For extruded DC capacitor vent caps;
- (4) Measure and record all voltage and current meter readings on the module control cabinet;
- (5) Measure and record harmonic trap filter currents;

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

- (6) Inspect inverter and rectifier snubbers for burned or broken wires;
  - (7) Inspect all nuts, bolts, screws and connectors for tightness and heat discoloration;
  - (8) Inspect fuses on the direct current capacitor deck for continuity;
  - (9) Perform operational test of the system including unit transfer and battery discharge;
  - (10) Calibrate and record all electronics to system specifications;
  - (11) Install (or perform) "Engineering Field Change Notice" as necessary;
- (12) Measure and record all low-voltage power supply levels;
- (13) Measure and record phase-to-phase input voltage and currents;
  - (14) Review system performance with customer to address any questions and to schedule any repairs.

D-3b During the maintenance service upon the flooded battery system, the contractor shall at a minimum:

- (1) Check integrity of the battery cabinet;
  - (2) Visually inspect the battery cabinet including no-ox grease on all connections, battery jars for proper liquid level (if applicable) corrosion on all terminals and cables, and examine the physical cleanliness of the battery room and jars;
- (3) Measure and record DC (direct current) bus ripple voltage; and
- (4) Measure and record total battery float voltage.

D-3c During the maintenance service upon the sealed battery system, the contractor shall at a minimum:

- (1) Inspect the appearance and cleanliness of the battery and the battery room and clean normal cell top dirt accumulation;
- (2) Measure and record total battery float voltage and charging current;
- (3) Visually inspect the jars and covers for cracks and leakage;
- (4) Visually inspect for evidence of corrosion;
- (5) Measure and record the ambient temperature;
- (6) Verify the condition of the ventilation equipment, if applicable;
- (7) Verify the integrity of the battery rack/cabinet;
  - (8) Randomly measure and record ten (10%) percent of the cell temperatures;
- (9) Measure and record the float voltage of all cells;

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

- (10) Measure and record all internal impedance readings;
  - (11) Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned;
- (12) Verify approval for battery life program;
  - (13) Re-tighten all connections to the battery manufacturer's specifications;
  - (14) Measure and record all battery connection resistances in micro-ohms, when applicable; and
  - (15) Refurbish cell connections as deemed necessary the detailed inspection report.

Following the preventive maintenance inspection, the contractor shall at a minimum provide a written report within five (5) business days detailing the results of the inspection and provide specific recommendations toward future remedial actions and upgrades.

**D-4 Group 1 – Item 3 - Maintenance of uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by Liebert**

Preventive Maintenance Services for uninterruptible power supply systems\_including power module, battery and appurtenances for units manufactured by Liebert shall consist of: (1) maintenance service upon the uninterruptible power supply system's power module; and (2) maintenance service upon the battery system.

D-4a During the preventive maintenance service upon the uninterruptible power supply system's power module, the contractor shall at a minimum:

- (1) Perform a temperature check on all breakers, connections, and associated controls including repairing and reporting all high temperature areas;
- (2) Perform a complete visual inspection of the power module including subassemblies; wiring harnesses, contacts, cables, and major components and replace air filters;
- (3) Inspect modules completely:
  - a. For discoloration of rectifier and inverter snubber boards,
  - b. For swelling or oil leaking oil of power capacitors, and
  - c. For extruded DC capacitor vent caps;
- (4) Measure and record all voltage and current meter readings on the module control cabinet;
- (5) Measure and record harmonic trap filter currents;
- (6) Inspect inverter and rectifier snubbers for burned or broken wires;

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

- (7) Inspect all nuts, bolts, screws and connectors for tightness and heat discoloration;
- (8) Inspect fuses on the direct current capacitor deck for continuity;
  - (9) Perform operational test of the system including unit transfer and battery discharge;
- (10) Calibrate and record all electronics to system specifications;
  - (11) Install (or perform) "Engineering Field Change Notice" as necessary;
- (12) Measure and record all low-voltage power supply levels;
- (13) Measure and record phase-to-phase input voltage and currents;
  - (14) Review system performance with customer to address any questions and to schedule any repairs.

D-4b During the maintenance service upon the flooded battery system, the contractor shall at a minimum: (1) check integrity of the battery cabinet; (2) visually inspect the battery cabinet including no-ox grease on all connections, battery jars for proper liquid level (if applicable) corrosion on all terminals and cables, and examine the physical cleanliness of the battery room and jars; (3) measure and record DC (direct current) bus ripple voltage; and (4) measure and record total battery float voltage.

D-4c During the maintenance service upon the sealed battery system, the Contractor shall at a minimum:

- (1) Inspect the appearance and cleanliness of the battery and the battery room and clean normal cell top dirt accumulation;
- (2) Measure and record total battery float voltage and charging current;
- (3) Visually inspect the jars and covers for cracks and leakage;
- (4) Visually inspect for evidence of corrosion;
- (5) Measure and record the ambient temperature;
- (6) Verify the condition of the ventilation equipment, if applicable;
- (7) Verify the integrity of the battery rack/cabinet;
  - (8) Randomly measure and record ten (10%) percent of the cell temperatures;
  - (9) Measure and record the float voltage of all cells;
- (10) Measure and record all internal impedance readings;
  - (11) Provide a detailed written report noting any deficiencies and corrective action needed, taken and/or planned;
- (12) Verify approval for battery life program;

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

(13) Re-tighten all connections to the battery manufacturer's specifications;

(14) Measure and record all battery connection resistances in micro-ohms, when applicable; and

(15) Refurbish cell connections as deemed necessary the detailed inspection report.

**D-5 Group 1 - Item 4 – Maintenance of uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by Cyberex**

D-5a Preventive Maintenance Services for uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by Cyberex shall consist of following:

- (1) Visual Inspection,
- (2) Internal Operating Parameters,
- (3) External Operating Parameters,
- (4) Environmental Parameters,
- (5) Battery Cabinet Checks,
- (6) Monitoring System Parameters, and
- (7) General Inspection and Review.

D-5b During Visual Inspection, the contractor shall at a minimum:

- (1) Inspect all printed circuit boards connections for cleanliness and swab contacts;
- (2) Inspect all power connections for signs of overheating;
- (3) Inspect all subassemblies, bridges, and legs for signs of component defects or stress;
- (4) Inspect all DC (direct current) capacitors for signs of leakage;
- (5) Inspect all AC (alternating current) capacitors for signs of leakage;
- (6) Inspect and inventory all customer-owned spare parts;
- (7) Inspect for, and perform as required, any open engineering changes.

D-2c During Internal Operating Parameters Inspection, the contractor shall at a minimum:

- (1) Inspect the DC (direct current) ground detection unit;
- (2) Inspect inverter leg current average balance;
- (3) Inspect output filter current average phase balance;
- (4) Inspect rectifier bridge current average leg balance;

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

- (5) Inspect AC (alternating current) protection settings and operation;
- (6) Inspect DC (direct current) protection settings and operation;
  - (7) Inspect input and output frequency and voltage bandwidth settings;
- (8) Verify DC (direct current) filter capacitance;
- (9) Verify AC (alternating current) tank and trap filter capacitance;
- (10) Verify power supply voltages and waveforms;
  - (11) Replace power module power supply back up control battery cells; and
- (12) Perform static switch leakage testing.

D-5d During External Operating Parameters Inspection, the contractor shall at a minimum:

- (1) Inspect system input voltages for all phases;
- (2) Inspect system input currents for all phases;
  - (3) Determine DC (direct current) charging voltages (float and equalize), record settings and adjust as needed to nominal;
- (4) Inspect rectifier phase on and walk up;
- (5) Inspect inverter phase on and walk up;
- (6) Adjust all panel meters to measured values;
- (7) Inspect system bypass voltages for all phases;
  - (8) Perform manual and UV transfer testing to verify uninterrupted transfer waveform; and
  - (9) Perform outage simulation and battery capability testing and verify charger current limit.

D-5e During Environmental Parameters Inspection, the contractor shall at a minimum:

- (1) Inspect UPS area ambient temperature and condition of associated ventilating equipment;
- (2) Inspect general cleanliness of UPS power module;
- (3) Inspect general cleanliness of UPS area;
- (4) Replace all air filters as appropriate; and
- (5) Clean control panel.

D-5f During Battery Cabinet Checks, the contractor shall at a minimum

- (1) Measure and record the following:
  - a. Individual cell/battery float voltages and overall float voltages,
  - b. Charger output current and voltage,

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

- c. AC ripple current and voltage imposed on the battery,
- d. Internal ohmic values of each cell/battery,
  - e. Connection Resistance of all of the inter cell/battery connections,
- f. Ambient temperature,
  - g. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier.
- (2) Visually inspect conditions and appearance of the following:
  - a. Connection terminals inter-cell/battery connections, cables and associated hardware,
  - b. Cell/battery covers, containers and post seals,
    - c. Battery racks or cabinets and associated components and hardware,
  - d. Cell/battery jar cover, noting any excessive distortion.
- (3) Clean all accessible surfaces as required,
- (4) Re-torque any connection where the resistance is above twenty (20) percent above the average.

D-5g During Monitoring System Parameters Inspection, the contractor shall at a minimum:

- (1) Review and print alarm archive data;
- (2) Test local and remote alarm lamp; and
- (3) Replace all open monitor bulbs.

D-5h During the General Inspection & Review, the contractor shall at a minimum

- (1) Conduct a customer consultation identifying critical issues before leaving the Department of Public Utilities facility;
- (2) Provide verbal recommendations; and
- (3) Share general observations.

Following the preventive maintenance inspection, the contractor shall at a minimum provide a written report within five (5) business days detailing the results of the inspection and provide specific recommendations toward future remedial actions and upgrades.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

**D-5 Group 1 – Item 5 – Maintenance of uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by Tripp-Lite**

D-5a Preventive Maintenance Services for uninterruptible power supply systems including power module, battery and appurtenances for units manufactured by Tripp-Lite shall consist of following:

- (1) Visual Inspection,
- (2) Internal Operating Parameters,
- (3) External Operating Parameters,
- (4) Environmental Parameters,
- (5) Battery Cabinet Checks,
- (6) Monitoring System Parameters, and
- (7) General Inspection and Review.

D-5b During Visual Inspection, the contractor shall at a minimum:

- (1) Inspect all printed circuit boards connections for cleanliness and swab contacts;
- (2) Inspect all power connections for signs of overheating;
- (3) Inspect all subassemblies, bridges, and legs for signs of component defects or stress;
- (4) Inspect all DC (direct current) capacitors for signs of leakage;
- (5) Inspect all AC (alternating current) capacitors for signs of leakage;
- (6) Inspect and inventory all customer-owned spare parts;
- (7) Inspect for, and perform as required, any open engineering changes.

D-2c During Internal Operating Parameters Inspection, the contractor shall at a minimum:

- (1) Inspect the DC (direct current) ground detection unit;
- (2) Inspect inverter leg current average balance;
- (3) Inspect output filter current average phase balance;
- (4) Inspect rectifier bridge current average leg balance;
- (5) Inspect AC (alternating current) protection settings and operation;
- (6) Inspect DC (direct current) protection settings and operation;
- (7) Inspect input and output frequency and voltage bandwidth settings;
- (8) Verify DC (direct current) filter capacitance;
- (9) Verify AC (alternating current) tank and trap filter capacitance;
- (10) Verify power supply voltages and waveforms;



**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

- (11) Replace power module power supply back up control battery cells; and
- (12) Perform static switch leakage testing.

D-5d During External Operating Parameters Inspection, the contractor shall at a minimum:

- (1) Inspect system input voltages for all phases;
- (2) Inspect system input currents for all phases;
  - (3) Determine DC (direct current) charging voltages (float and equalize), record settings and adjust as needed to nominal;
- (4) Inspect rectifier phase on and walk up;
- (5) Inspect inverter phase on and walk up;
- (6) Adjust all panel meters to measured values;
- (7) Inspect system bypass voltages for all phases;
  - (8) Perform manual and UV transfer testing to verify uninterrupted transfer waveform; and
  - (9) Perform outage simulation and battery capability testing and verify charger current limit.

D-5e During Environmental Parameters Inspection, the contractor shall at a minimum:

- (1) Inspect UPS area ambient temperature and condition of associated ventilating equipment;
- (2) Inspect general cleanliness of UPS power module;
- (3) Inspect general cleanliness of UPS area;
- (4) Replace all air filters as appropriate; and
- (5) Clean control panel.

D-5f During Battery Cabinet Checks, the contractor shall at a minimum

- (1) Measure and record the following:
  - a. Individual cell/battery float voltages and overall float voltages,
  - b. Charger output current and voltage,
  - c. AC ripple current and voltage imposed on the battery,
  - d. Internal ohmic values of each cell/battery,
    - e. Connection Resistance of all of the inter cell/battery connections,
  - f. Ambient temperature,
    - g. Negative terminal temperature of one cell/battery per battery cabinet shelf or rack tier.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

- (2) Visually inspect conditions and appearance of the following:
  - a. Connection terminals inter-cell/battery connections, cables and associated hardware,
  - b. Cell/battery covers, containers and post seals,
  - c. Battery racks or cabinets and associated components and hardware,
  - d. Cell/battery jar cover, noting any excessive distortion.
- (3) Clean all accessible surfaces as required,
  - (4) Re-torque any connection where the resistance is above twenty (20) percent above the average.

D-5g During Monitoring System Parameters Inspection, the contractor shall at a minimum:

- (1) Review and print alarm archive data;
- (2) Test local and remote alarm lamp; and
- (3) Replace all open monitor bulbs.

D-5h During the General Inspection & Review, the contractor shall at a minimum

- (1) Conduct a customer consultation identifying critical issues before leaving the Department of Public Utilities facility;
- (2) Provide verbal recommendations; and
- (3) Share general observations.

Following the preventive maintenance inspection, the contractor shall at a minimum provide a written report within five business days detailing the results of the inspection and provide specific recommendations toward future remedial actions and upgrades.

**D-6 Group 1 – Item 6 – Maintenance of uninterruptible power supply systems including power module, battery and appurtenances for units 10KVA and larger**

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

Perform an annual inspection/test on all large UPS units listed in Appendix D. Inspection/testing to include, but not limited to, the factory recommended maintenance and the following:

D-6a Temperature Check

Breakers, connections, and associated controls shall undergo a temperature check. Repair and/or report all high temperature areas.

D-6b Visual Inspection

- (1) Equipment including subassemblies, wiring harnesses, contacts, cables, and major components shall be visually inspected. Check air filters for cleanliness.
- (2) Check rectifier and inverter snubber boards for discoloration and broken wires.
- (3) Check DC capacitors for swelling or leaking oil.
- (4) Check all accessible nuts, bolts, screws, and connectors for integrity and heat discoloration.

D-6c Protection Settings and Calibration

Simulate an alarm condition and verify all alarms and protective settings are operational.

D-6d Transient Response Load Test

Connect a recording oscillography and load banks to UPS output to monitor the three phases of voltage along with a single phase of current. Voltage waveform shall not sag or swell more than 8% under any given transient. Conduct load testing using the following power increments:

- (1) 0% - 50% - 0%
- (2) 25% - 75% - 25%
- (3) 50% - 100% - 50%

D-6e Measurements and Record Keeping

- (1) Record all voltage and current meter readings from module display.
- (2) Measure and record harmonic trap filter currents.
- (3) Measure and record all low-voltage power supply levels.
- (4) Measure and record electrical readings for input, output, and DC.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

- (5) Check DC capacitor vent caps that have extruded more than 1/8".
- (6) Check fuses on the DC capacitor deck for continuity (if applicable).

D-6f Battery Inspection

- (1) Check for NO-OX grease or oil on connections (if applicable).
- (2) Check battery jars for proper liquid levels (if flooded cells).
- (3) Check for corrosion on all the terminals and cables.
- (4) Examine the physical cleanliness of the battery room and jars.
- (5) Measure and record DC bus ripple voltage (if applicable).
- (6) Measure and record total battery float voltage.

D-6g Costumer Involvement

- (1) Install or perform Engineering Field Change Notices (FCN) and field alerts as necessary.
- (2) Review system performance with customer to address any questions and to schedule any repairs.
- (3) With costumer approval, perform operational test of the system including unit transfer and battery discharge.

Following the preventive maintenance inspection, the contractor shall at a minimum provide a written report within five business days detailing the results of the inspection and provide specific recommendations toward future remedial actions and upgrades.

**D-7 Group 2 – Replacement batteries for uninterruptible power supply systems as sized in the Bid - Schedule of Items**

The replacement of a UPS system shall include a freight component (FOB – Cleveland, Ohio) and shall include new batteries, removal of old batteries, and disposal/recycling of batteries.

The contractor shall submit with his quotation a copy of the catalog price list showing the list price of the item or items being quoted less the discount given for this contract, not listed within the group.

**D-8 Group 3 – Replacement of uninterruptible power supply systems in the Bid - Schedule of Items**

The replacement of a UPS system shall include a freight component (FOB – Cleveland, Ohio) and shall include new unit, removal of old unit including batteries, disposal/recycling of batteries, and engineering and installation of new unit.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES**

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT OF  
UNINTERRUPTIBLE POWER SUPPLY SYSTEMS, APPURTENANCES and  
SPECIALIZED BATTERIES**

**SECTION D – TECHNICAL SPECIFICATIONS**

The contractor shall submit with his quotation a copy of the catalog price list showing the list price of the item or items being quoted less the discount given for this group.

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT  
OF UNINTERRUPTIBLE POWER SUPPLY SYSTEMS,  
APPURTENANCES AND SPECIALIZED BATTERIES**

Public Utilities Building						
Item/Location	Manufacture	Unit/Model	Part Number	Serial Number	KVA	Batt Model
1201 Lakeside	Liebert	Liebert N Power		37-3382	80	37SA080AAA6B703
Baldwin Waterworks Facility						
Item/Location	Manufacture	Unit/Model	Part Number	Serial Number	KVA	Batt Model
UPS-1 Filt.Control - Bald Filter Office	Eaton	Powerware / PW 9330 20/20		EU 073AXX04	20	HR12120WFR
UPS-2 Filt.Control - Bald Filter Office	Eaton	Powerware / PW 9330 20/20		EU 073AXX05	20	HR12120WFR
UPS-3 Elect Room - Bald Chem Electrical	Eaton	Powerware / PW 9330 20/20		EW 117AXX08	20	HR12120WFR
UPS-4 Elect Room - Bald Chem Electrical	Eaton	Powerware / PW 9330 20/20		EW 117AXX01	20	HR12120WFR
UPS-5 Elect Room - Bald Chem Electrical	Eaton	Powerware / PW 9330 20/20		EW 121AXX12	20	HR12120WFR
UPS-6 Elect Room - Bald Chem Electrical	Eaton	Powerware / PW 9330 20/20		EW 085AXX10	20	HR12120WFR
PTE-1 PTE Bldg. - Bald PTE Building	Eaton	Powerware / PW 9330 20/15		EY 121AXX05	15	HR12120WFR
Baldwin Security Room	Eaton	Powerware 9125 - 3000U		RX375A0205	3	58700036-001
Baldwin Security Server Room	APC	APC Smart-UPS 6000		R1608187L09002	3	
Baldwin Security Room	Eaton	Powerware 9125 - 3000U		RX394A0605	3	58700036-001
Baldwin Security Room		Tripp-Lite-Su3000RTLXL24		2642AW0PS87C700237	3	
PTE building	Eaton	Powerware 9125 -3000U		RX375A0284	3	58700036-001
Chemical Electrical	Eaton	Powerware 9125 -3000U		RX375A0277	3	58700036-001
Recycle Water Building		Tripp-Lite BCPRO 1400		9829BY0BC613400042	1.4	RBC53
Sludge Discharge Building		Tripp-Lite BCPRO 1400		9849BY0BC613400079	1.4	RBC53
Sludge Discharge Building	Eaton	Powerware 9125 - 3000U		RX453A0670	3	58700036-001
Sludge Transfer Building		Tripp-Lite BCPRO 1400		9829BY0BC613400043	1.4	RBC53
Kirtland generators APT panel	Eaton	Powerware 9125 - 1250	05146008-5501	TX382S0361	1.25	58700036-001
Kirtland generators APT panel	Eaton	Powerware PW9125 48 EBM	05146074-5501	TX272A0119	X	58700036-001
Kirtland Pump Station	Eaton	Powerware 9355 - 15		BB433JBA13	15	58700036-001
Kirtland Pump Station	Eaton	Powerware PW9155 EBM-64		FB404GAA06	X	58700036-001
Kirtland Pump Station	Eaton	Powerware PW9155 EBM-64		FB404GAA41	X	58700036-001
Kirtland Pump Station	Eaton	Powerware PW9155 EBM-64		FB404GAA39	X	58700036-001
Kirtland Maint. Building	APC	APC Smart-UPS 1000		AS0317230669	1	RBC6
Fairmount Pump Station	Eaton	Powerware FerrUPS FE Series		BC364FN005	18	FERRUPS FE-18k
Fairmount generators APT panel		GXT4-1500RT120	1619900180AFBA3		1.25	
Crown Waterworks						
Item/Location	Manufacture	Unit/Model	Part Number	Serial Number	KVA	Batt Model
Filter MCC room	Eaton	Powerware		BD492FBB09		PWHR1234W2FR
Chemical Metering Pump	Eaton	Powerware		BD521FBB10		PWHR1234W2FR
Pump Building	Eaton	Powerware		BE074FBB02	10	PWHR1234W2FR
Sludge Dewatering Building	Eaton	Powerware		BD513FBB03	10	PWHR1234W2FR
Backwash Building	Eaton	Powerware		BE145FBB06		PWHR1234W2FR
Floc SED Building	Eaton	Powerware		BE3661FBB08	10	PWHR1234W2FR
PowerWare RM. 223	Eaton	Powerware				RBC5 or RBC8
PowerWare RM. 223	Eaton	Powerware				RBC32
APC SmartUPS RT 8000 RM 223	APC	SUA1000RM2U			1	RBC44
Control RM.	APC	APC 1000		SUA1000RW2U		RBC23
Pump Control RM.	APC	APC 1000				RBC23
Shore shaft bldg	Eaton	Powerware 9125				RBC17 or RBC18
Shore shaft bldg	Eaton	Powerware 5115	05146566-5501	VT44648181		RBC32
RTU Cabinet						NPX-50
Crown generators APT panel	Eaton	Powerware PW9125 - 1250	05146008-5501	TX382S0362	1.25	
Crown generators APT panel	Eaton	Powerware PW9125 48 EBM	05146074-5501	TX323A0194	X	
Crown - Guth office	Eaton	Powerware PW9125 - 1250	05146008-5501	TX382S0335		
Crown - Guth office	Eaton	Powerware PW9125 48 EBM	05146074-5501	TX272A0120	X	
Morgan Waterworks						
Item/Location	Manufacture	Unit/Model	Part Number	Serial Number	KVA	Batt Model
RW Switchgear		Alcad BL5e6-200				
RW PLC's	Eaton					EX RT Transformer
	Eaton					EX5RT Controller
	Eaton					EXBRT
RW PAC	Eaton	Ferrups		BL162FL004	10	
RW PAC	Eaton	Powerware FE Series				
Generator Charger		Spectra Series Alpha				
FW PLC's		MGE				EX RT Transformer
		MGE				EX11RT Controllers
		MGE				EXBRT
FW Switchgear		Lamarche A12B Charger				Powersafe
Floc SED Building	Eaton	Powerware FE Series			10	
FC1	Eaton	9355			10	9355-10
FC2	Eaton	9355			10	9355-30
Power Monitor	Liebert	Emerson Liebert PSI				
Chem Building	Eaton	Powerware 9125				

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT  
OF UNINTERRUPTIBLE POWER SUPPLY SYSTEMS,  
APPURTENANCES AND SPECIALIZED BATTERIES**

Item/Location	Manufacture	Unit/Model	Part Number	Serial Number	KVA	Batt Model
Alum	Eaton	Powerware FE Series			10	
Alum	Best Power	Ferrups	Ferrups	BE184FL008	10	
Sludge	Eaton	9355			10	9355-30
Sludge	APC	Allen Bradley APC				1609-U500N series
Security Room	APC					RT8000
Filter Switchgear	Eaton	Powerware 9355				9355-15
Morgan generators APT panel	Eaton	Powerware PW9130L1500R-XL2U	103006449-6591	GD341A0346		
Morgan generators APT panel	Eaton	Powerware PW9130N1500R-EBM2U	103006459-6591	GD226A0384	X	
<b>Nottingham Waterworks</b>						
Item/Location	Manufacture	Unit/Model	Part Number	Serial Number	KVA	Batt Model
Nott RMX Rm	Eaton	Powerware 9120 3000		RV121A0082	3	GP1270F2
Nottingham	Eaton	Powerware 9125		RX394A0615	3	
Nottingham	Eaton	9170		C661N018KC033205	6	NP7-12
Nottingham	Eaton	9170		C661N018KC033202	6	NP7-12
Nottingham	Eaton	9170		C651N018KH014165	12	LC-R127R2P1
Nottingham	Eaton	9170		EV171AXX04	15	
Nottingham	Eaton	9170		C651N018KH014163	18	LC-R127R2P1
Nottingham	Eaton	9170		C651N018KH014164	18	LC-R127R2P1
Nott Atten Bld	Eaton	Powerware 9330-20		EX213AXX07	15	PWHR12120W3FR
Nott Residuals Bldg	Eaton	Powerware 9330-20		EX154AXX08	15	PWHR12120E3FR
Nott Residuals Bldg	Eaton	Powerware 9330-20		EX154AXX07	15	PWHR12120E3FR
Nott Residuals Bldg	Eaton	Powerware 9330-20		EX154AXX14	15	PWHR12120E3FR
Nott Floc Bldg	Eaton	Powerware 9330-20		EX155AXX04	15	PWHR12120E3FR
Nott Tele-Comm Rm	Eaton	Powerware 9330-20		EV171AXX04	15	HR12120WFR
Nott Tele-Comm Rm	Eaton	Powerware 9330-20		EV171AXX03	15	HR12120WFR
Nott Pmp Switchgear Rm	Eaton	Powerware 9355-15		FY033JBA29	15	PWHR1234W2FR
Nott Pmp Switchgear Rm	Eaton	Powerware 9355-15		FY033JBA28	15	PWHR1234W2FR
Nottingham generators APT panel	Eaton	Powerware PW9125 - 1250	05146008-5501	TY133S0117	1.25	05146008-5501
Nottingham generators APT panel	Eaton	Powerware PW9125 48 EBM	05146074-5501	TX272A0142	X	05146074-5501
Nottingham generators APT panel	Eaton	Powerware PW9125 48 EBM	05146074-5501	TX272A0192	X	05146074-5501
<b>Parma Facilities</b>						
Item/Location	Manufacture	Unit/Model	Part Number	Serial Number	KVA	Batt Model
Parma Control Center	Liebert			47J0900009	20	
Parma Pump	APC	APC Smart-UPS 1000		ASO322113034		
Parma Pump Generator APT panel	Eaton	Powerware PW9125 - 1250	05146008-5501	TX344S0104	1.25	
Parma Pump Generator APT panel	Eaton	Powerware PW9125 48 EBM	05146074-5501	TX272A0114	X	
Darrow Pump Sta	APC	APC Smart-UPS 1000		ASO346211849		
Darrow Pump Generator APT panel	Eaton	Powerware PW9130L1500R-XL2U	103006449-6591			
Darrow Pump Generator APT panel	Eaton	Powerware PW9130N1500R-EBM2U	103006459-6591		X	
Engle Pump Sta	APC	APC Smart-UPS 750		ASO312112377		
Engle Pump Generator APT panel	Eaton	Powerware PW9130L1500R-XL2U	103006449-6591	GD341A0347		
Engle Pump Generator APT panel	Eaton	Powerware PW9130N1500R-EBM2U	103006459-6591	GD226A0373	X	
Green Pump Generator APT panel	Eaton	Powerware PW9130L1500R-XL2U	103006449-6591			
Green Pump Generator APT panel	Eaton	Powerware PW9130N1500R-EBM2U	103006459-6591		X	
North Royalton Sta	Ferrups	Best Ferrups		FE10Ko4155	10	
North Royalton Pump generator APT panel	Eaton	Powerware PW9130L1500R-XL2U	103006449-6591			
North Royalton Pump generator APT panel	Eaton	Powerware PW9130N1500R-EBM2U	103006459-6591		X	
<b>Miscellaneous Sites</b>						
Item/Location	Manufacture	Unit/Model	Part Number	Serial Number	KVA	Batt Model
1825 Lakeside Avenue	Eaton	Powerware 9125				
Bassett Water Tower	Eaton	Powerware 9125				
Blossom Hill Transmitter	Eaton	Powerware 9125				
Blossom Hill Water Tower	Eaton	Powerware 9125				
Brecksville Water Tower	Eaton	Powerware 9125				
Broadway Pump Station	Eaton	Powerware 9125				
Cedar-Winchester Pump Station	Eaton	Powerware 9125				
Dover Water Tower	APC	APC 1000				
Fairmount Surge Tank	Eaton	Powerware 9125				
Independence Pump Station and Tank	Eaton	Powerware 9125				
Keller Water Tower	Eaton	Powerware 9125				
Kinsman Water Tank	Eaton	Powerware 9125				
Kirtland Raw Water Pump	Eaton	Powerware 9125				
Ledge Water Tower	Eaton	Powerware 9125				
Morgan (Division) Surge Tank	Eaton	Powerware 9125				
Pearl Pump Station and Tank	Eaton	Powerware 9125				
Pleasant Valley Pump Station	Eaton	Powerware 9125				
Shepard Road Pump Station	Eaton	Powerware 9125				
South Twinsburg Water Tower	Eaton	Powerware 9125				
Pleasant Valley Pump Station	Eaton	Powerware 9125				

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT  
OF UNINTERRUPTIBLE POWER SUPPLY SYSTEMS,  
APPURTENANCES AND SPECIALIZED BATTERIES  
Appendix A - Partial List of UPS Sytems**

West Park Service Garage - T-1	Eaton	Powerware 9125				
<b>Harvard Yard</b>						
<b>Item/Location</b>	<b>Manufacture</b>	<b>Unit/Model</b>	<b>Part Number</b>	<b>Serial Number</b>	<b>KVA</b>	<b>Batt Model</b>
4600 Harvard	Cyberex	Series 330 15/2BD3				
4600 Harvard	Cyberex	Series 330 30/2BD3				
<b>Julius Ciaccia Building - TASC</b>						
<b>Item/Location</b>	<b>Manufacture</b>	<b>Unit/Model</b>	<b>Part Number</b>	<b>Serial Number</b>	<b>KVA</b>	<b>Batt Model</b>
1230 Chardon Road	MGE	72-130133-00				
1230 Chardon Road	MGE	72-170100-00				
<b>Cleveland Public Power</b>						
<b>Item/Location</b>	<b>Manufacture</b>	<b>Unit/Model</b>	<b>Part Number</b>	<b>Serial Number</b>	<b>KVA</b>	<b>Batt Model</b>
1300 Lakeside Avenue	Liebert				30	
1300 Lakeside Avenue	Liebert				30	
<b>Water Pollution Control</b>						
<b>Item/Location</b>	<b>Manufacture</b>	<b>Unit/Model</b>	<b>Part Number</b>	<b>Serial Number</b>	<b>KVA</b>	<b>Batt Model</b>
12302 Kirby Avenue	APC	Smart 1400			1.4	
12302 Kirby Avenue	APC	Smart 2200 XL			2.2	
12302 Kirby Avenue	APC	Smart 3000			3	
12302 Kirby Avenue	APC	Symmetra LX			8	
<b>Office of Radio Communications</b>						
<b>Item/Location</b>	<b>Manufacture</b>	<b>Unit/Model</b>	<b>Part Number</b>	<b>Serial Number</b>	<b>KVA</b>	<b>Batt Model</b>
22502 Martin Luther King JR Blvd- Baldwin Rad	Liebert	50 KVA Npower			50	
1300 Chardon Road- Nottingham Radio	Liebert	50 KVA Npower			50	
3985 West 130th St.- First District Radio	Liebert	50 KVA Npower			50	
3775 Park East Drive- Embassy Radio	Liebert	50 KVA Npower			50	
5300 Riverside Drive- Sheraton Radio	Liebert	50 KVA Npower			50	
3201 Metro Valley Parkway- Blossom Radio	Liebert	50 KVA Npower			50	
1215 West 3rd Street- Justice Center	Liebert	50 KVA Npower			50	
1215 West Schaaf Road- Schaaf Radio	Liebert	50 KVA Npower			50	
6800 Dunham Road- Walton Hills Radio	Liebert	20 KVA Nfinity			20	
18900 Boston Road- Strongsville Radio	Liebert	16 KVA Nfinity			16	
9621 York Alpha Drive- North Royalton Radio	Liebert	16 KVA Nfinity			16	
2800 Ranney Parkway- Roman Park Radio	Liebert	16 KVA Nfinity			16	
7560 Chagrin Rd- Chagrin Radio	Liebert	16 KVA Nfinity			16	
385251 Fairmount Rd- Hunting Valley Radio	Liebert	16 KVA Nfinity			16	
4460 Oakes Road- Blossom Hill Radio	Liebert	16 KVA Nfinity			16	
4600 Harvard Ave.- Radio Service Center	Eaton	9PX3000RT				
<b>205 W. St. Clair - IT&amp;S, Public Safety</b>						
<b>Item/Location</b>	<b>Manufacture</b>	<b>Unit/Model</b>	<b>Part Number</b>	<b>Serial Number</b>	<b>KVA</b>	<b>Batt Model</b>
205 West St. Clair	APC	APC Symmetra PX	SYCF80KF	FD0411000040	80	
205 West St. Clair	Eaton	Emerson Liebert NX	38A120A0A00	21012003002115000000	90	
<b>3rd Distr., 4501 Chester - Public Safety</b>						
<b>Item/Location</b>	<b>Manufacture</b>	<b>Unit/Model</b>	<b>Part Number</b>	<b>Serial Number</b>	<b>KVA</b>	<b>Batt Model</b>
4501 Chester	Eaton 93PM	93PM-100-2		EJ175UXX03	90	93PM-100 IAC-D
4501 Chester	APC	APC Smart-UPS RT 10000	SURT10000XLT	QS1502170118	10	
4501 Chester	APC	APC Smart-UPS RT 10000	SURT10000XLT	QS1502170124	10	
<b>City Hall</b>						
<b>Item/Location</b>	<b>Manufacture</b>	<b>Unit/Model</b>	<b>Part Number</b>	<b>Serial Number</b>	<b>KVA</b>	<b>Batt Model</b>
601 Lakeside	APC	APC Symmetra LX	SYAF16KRMT	QD1330160274	16	SYBFXR9RM
<b>Cleveland Hopkins International Airport</b>						
<b>Item/Location</b>	<b>Manufacture</b>	<b>Unit/Model</b>	<b>Part Number</b>	<b>Serial Number</b>	<b>KVA</b>	<b>Batt Model</b>
5300 Riverside Drive	Eaton	5PX2000 series	5PX2000RTNG2	PF35M38154		



**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT  
OF UNINTERRUPTIBLE POWER SUPPLY SYSTEMS,  
APPURTENANCES AND SPECIALIZED BATTERIES**

**APPENDIX B  
PARTIAL LIST OF FACILITIES**

Kirtland Pumping Station  
4901 South Marginal Road  
Cleveland, OH 44114  
Plant Manager: Darius Johnson  
(216) 664-3192

Fairmount Pumping Station  
11216 Stokes Road  
Cleveland, OH 44104  
Plant Manager: Darius Johnson  
(216) 664-3192

Nottingham Water Works Plant  
1230 Chardon Road  
Cleveland, OH 44119  
Plant Manager: Joel Loduca  
(216) 664-3092

Baldwin Water Works Plant  
11216 Stokes Road  
Cleveland, OH 44104  
Plant Manager: Darius Johnson  
(216) 664-3192

Garrett A. Morgan Water Works Plant  
1245 West 45th Street  
Cleveland, OH 44102  
Plant Manager: Gerald Kinzel  
(216) 664-3175

Crown Water Works Plant  
955 Clague Road  
Westlake, OH 44145  
Plant Manager: Scott Naelitz  
(216) 664-3121

Broadway Pump Station  
1549 Broadway  
Bedford, OH 44146  
Plant Manager: Daniel Rhyand  
(216) 664-2444 ext 74018

Cedar – Winchester Pump Station  
27149 Cedar Road  
Lyndhurst, OH 44121  
Plant Manager: Daniel Rhyand  
(216) 664-2444 ext 74018

Darrow Pump Station  
9877 Darrow Road  
Twinsburg, OH 44087  
Plant Manager: Daniel Rhyand  
(216) 664-2444 ext 74018

Engle Pump Station  
6800 Engle Road  
Middleburg Heights, OH 44130  
Plant Manager: Daniel Rhyand  
(216) 664-2444 ext 74018

Warrensville Pump Station  
4095 Green Road  
Beachwood, OH 44122  
Plant Manager: Daniel Rhyand  
(216) 664-2444 ext 74018

Independence Pump Station  
6531 Brecksville Road  
Independence, OH 44131  
Plant Manager: Daniel Rhyand  
(216) 664-2444 ext 74018

Parma Pump Station  
5953 Deering Avenue  
Parma Heights, OH 44030  
Plant Manager: Daniel Rhyand  
(216) 664-2444 ext 74018

Pearl Pump Station  
18640 Pearl Road  
Strongsville, OH 44136  
Plant Manager: Daniel Rhyand  
(216) 664-2444 ext 74018

**LABOR AND MATERIALS FOR MAINTENANCE/REPLACEMENT  
OF UNINTERRUPTIBLE POWER SUPPLY SYSTEMS,  
APPURTENANCES AND SPECIALIZED BATTERIES**

**APPENDIX B  
PARTIAL LIST OF FACILITIES**

Pleasant Valley Pump Station  
5711 West Pleasant Valley Road  
Parma, OH 44134  
Plant Manager: Daniel Rhyand  
(216) 664-2444 ext 74018

Sheppard Pump Station  
9700 Sheppard Road  
Macedonia, OH 44056  
Plant Manager: Daniel Rhyand  
(216) 664-2444 ext 74018

Cleveland Public Power  
1300 Lakeside Avenue  
Cleveland, Ohio 44114  
Facilities Manager: Derrick Hendrix  
(216) 664-3300

Water Pollution Control  
12302 Kirby Avenue  
Cleveland, OH 44108  
Unit Manager: Dan Stepanik  
(216) 664-3982

Julias Ciaccia Information &  
Technology Center (TASC)  
1230 Chardon Road  
Cleveland, OH 44117  
Facilities Manager: Kenitha Buehler  
(216) 664-2444 ext 74665

IT&S  
205 W. St. Clair Avenue  
Cleveland, OH 44113  
Building Manager: Cory Jackson  
(216) 664-7060

City Hall  
601 Lakeside Avenue  
Cleveland, OH 44114  
Building Manager: Tom Nagle  
(216) 664-2482

3<sup>rd</sup> District Police Station  
4501 Chester Avenue  
Cleveland, OH 44013  
Building Manager: Keith Larson  
(216) 664

Cleveland Hopkins  
5300 Riverside Dr.  
Cleveland, OH 44135  
Building Manager: Ray Hurtt

Burke Lakefront  
150 N Marginal Rd.  
Cleveland, OH 44114  
Building Manager: Ray Hurtt



OHIO DEPARTMENT OF COMMERCE  
DIVISION OF LABOR & WORKER SAFETY  
PREVAILING WAGE RATES

The contractor shall abide by the Prevailing Wage Rates for  
The State of Ohio as obtained from the website:

<http://www.com.ohio.gov/laws/>

## Prevailing Wage Notification

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code. The Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in a revocation or suspension of any and all City of Cleveland certifications held by the contractor and/or subcontractor as well as suspension or debarment from eligibility to compete for any future City of Cleveland work.

A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following address:

<http://198.234.41.198/w3/webwh.nsf?Opendatabase>

**Printed copies of Prevailing Wage Rates are also available upon request to bidders at Room 128 City Hall, 601 Lakeside Ave., Cleveland OH. There is a charge of 5 cents per page.**

It is entirely the Bidder's responsibility to ascertain for him or her self any and all Prevailing Wage Rates that apply to this contract, to develop and submit a bid that complies in all aspects to the Ohio Prevailing Wage Laws, Chapter 4115 O.R.C., and, should a contract be awarded to the Bidder, to comply completely with any and all applicable requirements of Ohio Prevailing Wage Laws, Chapter 4115 O.R.C. and the City of Cleveland throughout the entire contract.

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed Form whpw1512: Prevailing Wage Notification to Employee in accordance with Section 4115.05 O.R.C., showing the classification, hourly pay rate and fringes, and identifying the City's Prevailing Wage Coordinator (CPWC), if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the City's Prevailing Wage Coordinator (CPWC) or other designated Department Representative, certified payrolls on form whpw1509 or equivalent form meeting the reporting requirements established by Ohio Revised Code Chapter 4115, in accordance with

Sections 4115.07 and 4115.0719(c) O.R.C., three weeks after the start of work and every subsequent week until the completion of the project. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council must accompany all certified payrolls submitted for all apprentices working on the contract.

Upon completion of the contract and before the final payment, the Contractor shall submit to the CPWC a final wage affidavit, by executing Form LAW1003: Affidavit of Compliance PREVAILING WAGES, or equal, in accordance with Section 4115.07 O.R.C. stating that all wages have been paid in conformance with the minimum rates set forth in the contract. This affidavit must be submitted to the City before the surety is released or final payment due under the terms of the contract is made.

It is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 O.R.C. are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the City of Cleveland or the State of Ohio. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

Compliance with Prevailing Wage is of the essence of the contract. Section 123.08(b) (6) (c) C.O. establishes the Director of O.E.O. as responsible for compliance. Each department has a Prevailing Wage Coordinator. Each project has a Prevailing Wage Coordinator, who shall be designated the CPWC for the project. The Contractor is responsible for cooperating fully with all City personnel in administering Prevailing Wage.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this Prevailing Wage Notification, the City may terminate the contract, suspend or debar the Contractor or subcontractor, suspend or cancel all City certifications held by the Contractor or subcontractor, and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

This notice shall become an integral part of any contract or contracts issued pursuant to this Invitation to Bid.

Jeh120709

## Prevailing Wage Determination Cover Letter

County: CUYAHOGA    ✓  
Determination Date: 03/13/2024  
Expiration Date: 06/13/2024

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

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

### 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 \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

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 \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census\*, but may not increase or decrease more than 3% for any year

### 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, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- 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, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
  - 1. Wage rate schedules include all modifications, corrections, escalations, 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 Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - 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 U.S. Department of Labor Bureau of Apprenticeship and Training.
  - 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 Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration 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, address, account number, & 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. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- 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.
    - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
  - 2. Employees' work classification.
    - a. Be specific about the laborers and/or operators (Group)
    - b. For all apprentices, show level/year and percent of journeyman's rate
  - 3. Hours worked on the project for each employee.
    - a. The number of hours worked in each day and the total number of hours worked each week.
  - 4. Hourly rate for each employee.
    - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
    - b. 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.
    - a. 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.
    - b. 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. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

Many of our staff are teleworking to stop community spread of the coronavirus (COVID-19). Our office will also not be accepting walk-in customers. The Division is still operational, and customers will still be able to drop off plans, applications and other documents, but we ask that you first work through our web portal, where you can also submit payments. There are no convenience fees for online payment. Please call us at 614-644-2223 or email us at [IC@com.state.oh.us](mailto:IC@com.state.oh.us) with any questions. Thanks for your patience.

## INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

### General

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory, employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce Division of Industrial Compliance and Labor Bureau of Wage & Hour Administration 6606 Tussing Rd. P. O. Box 4009 Reynoldsburg, OH 43068-9009 Phone: (614) 644-2239

### Certified Payroll Heading

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime. Project: Name and location of the project, including county. Contracting Public Authority: Name and address of the contracting public authority. Week Ending: Month, day, and year for last day of reporting period. Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project. Page indicator: number of pages included in the report. Project Number: Determined by the public authority. If there is no number leave blank.

### Information by Column

- 1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- 2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
- 3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example; M T W T H F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- 4. Project Total Hours: Total the hours entered for pay period.
- 5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
  - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
  - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
  - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- 6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
- 7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
- 8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- 9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- 10. Self explanatory.
- 11. Self explanatory.
- 12. Self explanatory.

## CONTACT US

Division of Industrial Compliance & Labor  
6005 Tussing Road  
Reynoldsburg, OH 43068

Phone 614 644 2223  
Fax 614 644 2618  
Email [IC@com.state.oh.us](mailto:IC@com.state.oh.us)

### Webmaster

Contact the Webmaster for Questions  
or Comments on the Website.  
[webmaster@com.state.oh.us](mailto:webmaster@com.state.oh.us)

## CONNECT WITH US



## LOOKUP SERVICES

Registered Contractor List  
Boiler Information Database  
Building Code Compliance Electronic Plan  
Submission  
Board Of Building Appeals Case Lookup  
Elevator Database Lookup

## RESOURCES

Federal Wage and Hour  
U.S. Consumer Product Safety  
Commission  
National Electric Fire Alarm and Sprinkler  
Codes  
Minor Labor Law Poster  
2017 Minimum Wage Poster  
2018 Minimum Wage Poster

## ABOUT INDUSTRIAL COMPLIANCE

Director Sheryl Madfield  
Superintendent Geoff Eaton

Ohio.gov

# CERTIFIED PAYROLL REPORT

Employer Name & Address	Name of General / Prime Contractor				Project Name & Location				Contracting Public Authority						
Check if subcontractor <input type="checkbox"/>	Week Ending				Payroll #				Project Number						
1. Employee Name, Address and Social Security Number	2. Work Class	3. Hours Worked - Day & Date			4. Project Total Hrs	5. Base Rate	6. Project Gross	7. Fringes: Cash Approved Plans <input type="checkbox"/> Cash & Approved Plans <input type="checkbox"/>			8. Total Hours All Jobs	9. Total Gross All Jobs	10. Taxes Withheld	11. Other Deducts	12. NET Paid

Date \_\_\_\_\_ My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title \_\_\_\_\_ Signature \_\_\_\_\_



Affidavit of Compliance

Prevailing Wages

I, \_\_\_\_\_ (Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

\_\_\_\_\_ (Company Name)

for all hours worked on the

\_\_\_\_\_ (Project name and location)

project, during the period from \_\_\_\_\_ to \_\_\_\_\_ are in (Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

\_\_\_\_\_ (Signature of Officer or Agent)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ (Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.



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- ▶ [contacts](#)
- ▶ [about LAWS](#)
- ▶ [search](#)

# Ohio Department of Commerce

## Bureau of Wage & Hour Administration

[Consumers](#)

[Business](#)

[License/Permit Holders & Applicants](#)

[Other Government Agencies](#)

[Back to wage rate search](#)   [Back to Home](#)

**Classification = All, County = CUYAHOGA, Union = All**

County	Classification	Effective	Posted	Union
<a href="#">CUYAHOGA</a>	<a href="#">Asbestos Worker</a>	<a href="#">8/23/2018</a>	<a href="#">8/23/2018</a>	<a href="#">Asbestos Local 207 OH</a>
<a href="#">CUYAHOGA</a>	<a href="#">Asbestos Worker</a>	<a href="#">10/4/2023</a>	<a href="#">10/4/2023</a>	<a href="#">Asbestos Local 3 Heat &amp; Frost Insulators</a>
<a href="#">CUYAHOGA</a>	<a href="#">Boilermaker</a>	<a href="#">4/3/2019</a>	<a href="#">4/3/2019</a>	<a href="#">Boilermaker Local 744</a>
<a href="#">CUYAHOGA</a>	<a href="#">Bricklayer</a>	<a href="#">6/7/2023</a>	<a href="#">6/7/2023</a>	<a href="#">Bricklayer Local 23 Heavy Hwy (A)</a>
<a href="#">CUYAHOGA</a>	<a href="#">Bricklayer</a>	<a href="#">6/7/2023</a>	<a href="#">6/7/2023</a>	<a href="#">Bricklayer Local 23 Heavy Hwy (B)</a>
<a href="#">CUYAHOGA</a>	<a href="#">Bricklayer</a>	<a href="#">5/24/2023</a>	<a href="#">5/24/2023</a>	<a href="#">Bricklayer Local 23 (Cleveland Marble Finisher)</a>
<a href="#">CUYAHOGA</a>	<a href="#">Bricklayer</a>	<a href="#">5/24/2023</a>	<a href="#">5/24/2023</a>	<a href="#">Bricklayer Local 23 (Cleveland Marble Mason)</a>
<a href="#">CUYAHOGA</a>	<a href="#">Bricklayer</a>	<a href="#">5/24/2023</a>	<a href="#">5/24/2023</a>	<a href="#">Bricklayer Local 23 (Cleveland Terrazzo Finisher)</a>
<a href="#">CUYAHOGA</a>	<a href="#">Bricklayer</a>	<a href="#">5/3/2023</a>	<a href="#">5/3/2023</a>	<a href="#">Bricklayer Local 23 (Cleveland Zone 1 Tile Finisher)</a>
<a href="#">CUYAHOGA</a>	<a href="#">Bricklayer</a>	<a href="#">5/3/2023</a>	<a href="#">5/3/2023</a>	<a href="#">Bricklayer Local 23 (Cleveland Zone 1 Tile Layer)</a>
<a href="#">CUYAHOGA</a>	<a href="#">Bricklayer</a>	<a href="#">5/3/2023</a>	<a href="#">5/3/2023</a>	<a href="#">Bricklayer Local 23 (Cleveland)</a>
<a href="#">CUYAHOGA</a>	<a href="#">Carpenter</a>	<a href="#">8/30/2023</a>	<a href="#">8/30/2023</a>	<a href="#">Carpenter Commercial Zone NEO 1A</a>
<a href="#">CUYAHOGA</a>	<a href="#">Carpenter</a>	<a href="#">8/30/2023</a>	<a href="#">8/30/2023</a>	<a href="#">Carpenter Floorlayer Zone NEO 1A</a>
<a href="#">CUYAHOGA</a>	<a href="#">Carpenter</a>	<a href="#">8/30/2023</a>	<a href="#">8/30/2023</a>	<a href="#">Carpenter Hev Hwy Zone NHH C1-B</a>
<a href="#">CUYAHOGA</a>	<a href="#">Carpenter</a>	<a href="#">9/13/2023</a>	<a href="#">9/13/2023</a>	<a href="#">Carpenter Insulation Zone NEO 1A</a>
<a href="#">CUYAHOGA</a>	<a href="#">Carpenter</a>	<a href="#">8/30/2023</a>	<a href="#">8/30/2023</a>	<a href="#">Carpenter Millwright NE Zone M1-A</a>
<a href="#">CUYAHOGA</a>	<a href="#">Carpenter</a>	<a href="#">3/5/2014</a>	<a href="#">3/5/2014</a>	<a href="#">Carpenter NE District Industrial Dock &amp; Door</a>
<a href="#">CUYAHOGA</a>	<a href="#">Carpenter</a>	<a href="#">8/30/2023</a>	<a href="#">8/30/2023</a>	<a href="#">Carpenter Pile Driver Hev Hwy Zone NHH P2-B</a>
<a href="#">CUYAHOGA</a>	<a href="#">Cement</a>	<a href="#">8/25/2021</a>	<a href="#">8/25/2021</a>	<a href="#">Cement Mason Local 404</a>
<a href="#">CUYAHOGA</a>	<a href="#">Cement Mason</a>	<a href="#">5/1/2023</a>	<a href="#">4/26/2023</a>	<a href="#">Cement Mason Statewide HevHwy Exhibit B District I</a>
<a href="#">CUYAHOGA</a>	<a href="#">Electrical</a>	<a href="#">5/10/2023</a>	<a href="#">5/10/2023</a>	<a href="#">Electrical Local 38</a>
<a href="#">CUYAHOGA</a>	<a href="#">Electrical</a>	<a href="#">7/5/2023</a>	<a href="#">7/5/2023</a>	<a href="#">Electrical Local 38 Lightning Rod</a>
<a href="#">CUYAHOGA</a>	<a href="#">Electrical</a>	<a href="#">1/11/2023</a>	<a href="#">1/11/2023</a>	<a href="#">Electrical Local 38 Lt Commercial Northern</a>
<a href="#">CUYAHOGA</a>	<a href="#">Voice Data Video</a>	<a href="#">5/10/2023</a>	<a href="#">5/10/2023</a>	<a href="#">Electrical Local 38 Voice Data Video</a>
<a href="#">CUYAHOGA</a>	<a href="#">Lineman</a>	<a href="#">2/7/2024</a>	<a href="#">2/7/2024</a>	<a href="#">Electrical Local 71 Cleveland Commercial Projects</a>
<a href="#">CUYAHOGA</a>	<a href="#">Lineman</a>	<a href="#">2/7/2024</a>	<a href="#">2/7/2024</a>	<a href="#">Electrical Local 71 Cleveland Municipal Power &amp; Transit</a>
<a href="#">CUYAHOGA</a>	<a href="#">Lineman</a>	<a href="#">2/7/2024</a>	<a href="#">2/7/2024</a>	<a href="#">Electrical Local 71 DOT Traffic Signal Highway Lighting Cleveland</a>
<a href="#">CUYAHOGA</a>	<a href="#">Lineman</a>	<a href="#">2/7/2024</a>	<a href="#">2/7/2024</a>	<a href="#">Electrical Local 71 High Tension Pipe Type Cable</a>
<a href="#">CUYAHOGA</a>	<a href="#">Lineman</a>	<a href="#">2/7/2024</a>	<a href="#">2/7/2024</a>	<a href="#">Electrical Local 71 Outside Utility Power</a>
<a href="#">CUYAHOGA</a>	<a href="#">Lineman</a>	<a href="#">2/7/2024</a>	<a href="#">2/7/2024</a>	<a href="#">Electrical Local 71 Underground Residential Distribution</a>
<a href="#">CUYAHOGA</a>	<a href="#">Voice Data Video</a>	<a href="#">3/6/2024</a>	<a href="#">3/6/2024</a>	<a href="#">Electrical Local 71 Voice Data Video Outside</a>
<a href="#">CUYAHOGA</a>	<a href="#">Elevator</a>	<a href="#">5/30/2012</a>	<a href="#">5/30/2012</a>	<a href="#">Elevator Local 17</a>
<a href="#">CUYAHOGA</a>	<a href="#">Elevator</a>	<a href="#">6/8/2022</a>	<a href="#">6/8/2022</a>	<a href="#">Elevator Local 17</a>
<a href="#">CUYAHOGA</a>	<a href="#">Glazier</a>	<a href="#">5/1/2023</a>	<a href="#">4/26/2023</a>	<a href="#">Glazier Local 181</a>
<a href="#">CUYAHOGA</a>	<a href="#">Ironworker</a>	<a href="#">12/24/2020</a>	<a href="#">12/24/2020</a>	<a href="#">Ironworker Local 17</a>
<a href="#">CUYAHOGA</a>	<a href="#">Laborer Group 1</a>	<a href="#">6/14/2023</a>	<a href="#">6/14/2023</a>	<a href="#">Labor HevHwy 1B</a>
<a href="#">CUYAHOGA</a>	<a href="#">Laborer Group 1</a>	<a href="#">5/1/2023</a>	<a href="#">4/26/2023</a>	<a href="#">Labor HevHwy 5</a>
<a href="#">CUYAHOGA</a>	<a href="#">Laborer</a>	<a href="#">5/17/2023</a>	<a href="#">5/17/2023</a>	<a href="#">Labor Local 310</a>
<a href="#">CUYAHOGA</a>	<a href="#">Operating Engineer</a>	<a href="#">5/1/2023</a>	<a href="#">4/26/2023</a>	<a href="#">Operating Engineers - Building Local 18 - Zone I (A)</a>
<a href="#">CUYAHOGA</a>	<a href="#">Operating Engineer</a>	<a href="#">5/1/2023</a>	<a href="#">4/26/2023</a>	<a href="#">Operating Engineers - HevHwy Zone I</a>
<a href="#">CUYAHOGA</a>	<a href="#">Drywall Finisher</a>	<a href="#">5/1/2023</a>	<a href="#">4/26/2023</a>	<a href="#">Painter Local 505</a>
<a href="#">CUYAHOGA</a>	<a href="#">Painter</a>	<a href="#">6/10/2015</a>	<a href="#">6/10/2015</a>	<a href="#">Painter Local 639</a>
<a href="#">CUYAHOGA</a>	<a href="#">Painter</a>	<a href="#">7/5/2023</a>	<a href="#">7/5/2023</a>	<a href="#">Painter Local 639 Zone 1 Sign</a>
<a href="#">CUYAHOGA</a>	<a href="#">Painter</a>	<a href="#">1/10/2024</a>	<a href="#">1/10/2024</a>	<a href="#">Painter Local 707</a>

CUYAHOGA	Painter	1/10/2024	1/10/2024	Painter Local 707 HvyHwy
CUYAHOGA	Sprinkler Fitter	8/30/2023	8/30/2023	Pipefitter Local 120
CUYAHOGA	Pipefitter	8/30/2023	8/30/2023	Pipefitter Local 120
CUYAHOGA	Pipefitter	8/30/2023	8/30/2023	Pipefitter Local 120 Mechanical Equipment
CUYAHOGA	Plaster	5/31/2023	5/31/2023	Plasterer Local 526
CUYAHOGA	Plumber	5/17/2023	5/17/2023	Plumber Local 55
CUYAHOGA	Roofer	4/30/2023	4/26/2023	Roofer Local 44
CUYAHOGA	Sheet Metal Worker	8/2/2023	8/2/2023	Sheet Metal Local 33 Industrial Door
CUYAHOGA	Sheet Metal Worker	5/1/2023	4/26/2023	Sheet Metal Local 33 (Cleveland)
CUYAHOGA	Truck Driver	8/12/2015	8/12/2015	Truck Driver HevHwy 436
CUYAHOGA	Cement Mason	5/1/2023	4/26/2023	Cement Mason Statewide HevHwy

[Back to home](#)



**SUPPLEMENTAL  
NOTICE TO BIDDERS**

**NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE**

**INSTRUCTIONS:** Under Sec. 181.36 Cleveland Codified Ordinances, 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 before the City will award a contract. Any Contractor or Subcontractor that is found to have made a false statement in the Disclosure shall be in default of its bid and/or contract obligations and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, a Contractor or Subcontractor shall be automatically ineligible to bid to supply any goods or services to the City for a period of two years.

**CHECK WHICHEVER IS APPLICABLE:**

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

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

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

\_\_\_\_\_  
Name of Contractor or Subcontractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**SUPPLEMENTAL  
NOTICE TO BIDDERS**

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES  
DISCLOSURE

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

**EQUAL OPPORTUNITY CLAUSE**  
(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

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

- (1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.
- (5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.
- (6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.
- (7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."



**MAYOR'S OFFICE OF EQUAL OPPORTUNITY**  
**PARTICIPATION INFORMATION FORM**  
(Requirement and Standard Contracts)

The Subcontractor Participation Goals for this contract are:

**0% CSB Participation**

A searchable database of all CSB Subcontractors eligible to fulfill these subcontractor participation goals can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Business/Equal%20Opportunity>

Click on [CSB/MBE/FBE Registry](#).



## DIVISION OF PURCHASES & SUPPLIES

### **Subcontractors Notice**

There is no Subcontractor Participation (Utilization) Goal for this contract. However, per Section A-19 or 22(a) of the Instructions to Bidders, any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. If you do plan to utilize a subcontractor, submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on this contract.

You are encouraged to consider City-certified firms for any available subcontracting opportunities. A searchable database of all City-certified firms can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://www.city.cleveland.oh.us/oeo>

On the website, click on CSB/MBE/FBE Registry.