

# BID ADVERTISEMENT FOR THE WEEKS OF

August 2, 2023 & August 9, 2023

## BID OPENS - THURSDAY AUGUST 31, 2023

**FILE NO. 112-23 Automotive and Truck Parts & Fleet Services**  
FOR THE DIVISION OF CLEVELAND PUBLIC POWER FOR THE  
DEPARTMENT OF PUBLIC UTILITIES AS AUTHORIZED BY ORDINANCE 181.101.  
PASSED BY COUNCIL JUNE 2, 2008.

There will be a **NON-MANDATORY Pre-Bid Meeting, Thursday, August 10, 2023**  
at 10:30 am., Via WebEx, to call into the meeting dial 1-415-655-0003,  
Access Code 2309 417 1870.

**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 Opportuniaty 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

# AUTHORIZING ORDINANCE AS PUBLISHED IN THE CITY RECORD

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Ord. No. 497-08.

By Council Members Cleveland and Sweeney (by departmental request).

An emergency ordinance to amend Section 181.101 of the Codified Ordinances of Cleveland, Ohio, 1976, as enacted by Ordinance No. 1033-07, passed November 26, 2007, relating to purchase or rental of commodities, goods, and services.

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 Section 181.101 of the Codified Ordinances of Cleveland, Ohio, 1976, as enacted by Ordinance No. 1033-07, passed November 26, 2007, is amended to read as follows:  
**Section 181.101 Purchase or Rental of Commodities, Goods, and Services**

(a) The Director of Finance, or other appropriate director, is authorized to enter into one or more standard or requirement contracts for purchase or rental agreements or leases with or without an option to purchase, when the Director of Finance determines they are financially advantageous, duly let to the lowest and best bidder following the procedures stated in Section 181.10, for the following commodities, goods, or services that are required for the usual daily operation of the various departments of the City, provided that the estimated amount per contract year on any individual contract shall not exceed \$250,000.00:

(1) except when a public improvement,

building construction materials

including, but not limited to, bricks, ready-mix concrete, dry wall, lumber, paint, and roofing;

(2) except when a public improvement, building maintenance and repair including, but not limited to, parts and services for doors, elevators, HVAC, mechanical systems, roofs, and windows;

(3) except when a public improvement, road, sidewalk, and sewer repair and replacement materials, supplies, and services, including but not limited to, tack coat, manhole risers, crack sealing material, emulsion, cold mix, guard rail supplies, liquid de-icer, salt inserts, traffic control devices, quicklime, and disposal of materials;

(4) construction equipment, without operators, including, but not limited to, earth, snow, and debris moving and removal, and materials, supplies, parts, and repair and maintenance services for them;

(5) cleaning and janitorial maintenance equipment, services, and supplies including, but not limited to, chemicals including pool chemicals, odor control, paper products, and pest control;

(6) educational and photographic equipment, supplies, parts, and maintenance and repair services for them;

(7) electrical supplies including, but not limited to, batteries, fixtures, lighting, and wiring;

(8) fuels and lubricants including, but not limited to, diesel, gasoline, natural gas, grease, and oil, and delivery of them;

(9) food and beverages for facility-

user consumption at Camp Forbes, House of Correction, City Jails, and for resale at Highland and Seneca Golf Courses;

(10) hardware including, but not limited to, handheld tools and fasteners;

(11) Industrial gases including, but not limited to, acetylene, argon, nitrogen, and oxygen;

(12) laboratory and testing equipment and lab supplies and services;

(13) except when a public improvement, landscaping equipment, materials, supplies, parts, and repair and maintenance services, and supplies including, but not limited to, indoor and outdoor plants, grounds, and trees materials and maintenance and repair of any of them, and plant rentals;

(14) medical equipment, materials, and supplies including, but not limited to, first-responder/first-aid supplies, and pharmaceuticals;

(15) mail, messenger, and moving services;

(16) office supplies, furniture, and equipment including, but not limited to, computers, computer peripherals and appurtenances, office machines, copiers, printers, and printing and mailing equipment, and materials, supplies, parts, and repair and maintenance services for any of them;

(17) paper products including, but not limited to, fine papers, printing media, envelopes, and printed forms;

(18) plumbing equipment, materials, supplies, and parts including, but not limited to, pipe, fittings, and fixtures;

(19) power tools, portable powered machines, electric motors, pumps, powered appliances, and milling and tapping machines, including materials, supplies, parts, and maintenance and repair services for any of them;

(20) program promotional items including, but not limited to, advertising specialties, caps, and printed T-shirts;

(21) property protection equipment,

materials, supplies, parts, and repair and maintenance services, including, but not limited to, fire extinguisher and fire suppression equipment and testing, locksmith services and supplies, property and casualty insurance covering City property and buildings, and security services;

(22) records management systems and services including, but not limited to, microfilm, microfiche, and compact disc (CD) copying, file storage, data entry, and shredding;

(23) recreation and sports equipment;

(24) snow and ice removal services;

(25) uniforms, work clothing, laundry, towel, and linen service, and supplies; and

(26) vehicle maintenance and repair equipment, materials, supplies, parts, and services.

Any purchase under this section shall be made by the Commissioner of Purchases and Supplies and paid from the annual appropriations made for such purpose.

(b) That under Section 108(b) of the Charter, the purchases authorized by this section may be made through cooperative agreements using state procedures. The Director of Finance may sign all documents with the State of Ohio or any of its political subdivisions that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

**Section 2.** That Section 181.101 of the Codified Ordinances of Cleveland, Ohio, 1976, as enacted by Ordinance No. 1033-07, passed November 26, 2007, is repealed.

**Section 3.** 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 June 2, 2008.

Effective June 6, 2008.

# 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.



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 8233 (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 8233.

## 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)(ii). 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>1</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/idtheft](http://www.irs.gov/idtheft) 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**

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 \_\_\_\_\_  
at \_\_\_\_\_, 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  
Vice President  
Secretary  
Treasurer  
Cleveland Manager or Agent  
Attorneys

Directors:

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

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

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or 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: Automotive and Truck Parts & Fleet Services

FOR: The Department of: Public Utilities

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 percentage of the total price bid set forth in Part B – General Conditions and in conformity with the provisions of The Codified Ordinances 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 shall be forfeited to and become the property of the City as liquidated damages. Otherwise, the Bid Bond 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. Complete: *CORPORATION OR FIRM*  
ERASURES MAY INVALIDATE THIS BID.

Sign Here 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 2

BIDDER MUST  
COMPLETE & SIGN BELOW

NAME OF FIRM

TITLE OF BID

STREET ADDRESS

**Automotive/Truck Parts and Fleet Services**

ORDINANCE NO. Section 181.101 of the Codified Ordinances	PASSED 6/2/2008	SIGNED 6/6/2008	CITY	STATE	ZIP CODE
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DEPARTMENT PUBLIC UTILITIES	DIVISION CLEVELAND PUBLIC POWER	AUTHORIZED SIGNATURE
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CITY RECORD ADVERTISEMENT DATES August 2, 2023 and August 9, 2023	STANDARD CONTRACT BID X REQUIREMENT CONTRACT BID	DATE
--	---	------

BUYER : Tiffany White Johnson 216-664-2620 <a href="mailto:twhitejohnson@clevelandohio.gov">twhitejohnson@clevelandohio.gov</a>	BID OPENING: Thursday, August 31, 2023	12:00 O'CLOCK NOON OFFICIAL TIME
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DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>ITEM 1: Automotive and Truck Parts OEM Quality or Equivalent as per C-12, 15 and 16.</b>		Percent Reduction from Catalog Price	
Item 1.01 - Ignition Parts	\$35,000.00	Discount _____ %	\$
Item 1.02 - Wires	\$10,000.00	Discount _____ %	\$
Item 1.03 - Lamps	\$20,000.00	Discount _____ %	\$
Item 1.04 - Filters	\$50,000.00	Discount _____ %	\$
Item 1.05 - Gaskets	\$17,000.00	Discount _____ %	\$
Item 1.06 - Bearings	\$15,000.00	Discount _____ %	\$
Item 1.07 - Brakes	\$50,000.00	Discount _____ %	\$
Item 1.08 - Belts & Hoses	\$40,000.00	Discount _____ %	\$
Item 1.09 - U-Bolts	\$10,000.00	Discount _____ %	\$
Item 1.10 - Fuel Pumps	\$40,000.00	Discount _____ %	\$
Item 1.11 - Lighting	\$10,000.00	Discount _____ %	\$
Item 1.12 - Wipers	\$10,000.00	Discount _____ %	\$
Item 1.13 - Shocks	\$20,000.00	Discount _____ %	\$
Item 1.14 - Chassis Parts	\$20,000.00	Discount _____ %	\$
Item 1.15 - Engine Parts	\$55,000.00	Discount _____ %	\$
Item 1.16 - Exhaust Systems	\$27,000.00	Discount _____ %	\$

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>Item 2 - Miscellaneous Tools and Accessories</b>		Percent Reduction from Catalog Price	
including tires. As per C-12, 15 and 16.	\$25,000.00	Discount _____ %	\$

The contract, if any, shall be for a period of two years.  
All quantities are approximates.  
**The contract value for two (2) years shall not exceed \$250,000.00 per year.**

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  2  OF  2

BIDDER MUST  
 COMPLETE & SIGN BELOW

NAME OF FIRM

AUTHORIZED SIGNATURE

TITLE OF BID

DATE

**Automotive/Truck Parts and Fleet Services**

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
<b>Item 3 - Pick Up/Delivery Charge for Dealer Parts Only</b>			
*Flat Rate Per Delivery - \$ _____ (As per D-6 charge not to exceed \$30.00)	ALLOWANCE		\$15,000.00

Item 4 - Hourly Rate Listings - 8:00 a.m - 5:00 p.m.		Hourly Rate	
Item 4.01 - Hourly Shop Service in Shop	20	_____ Per Hr	\$
Item 4.02 - Machine Shop On Site Assistance	20	_____ Per Hr	\$
Item 4.03 - Welding at Shop	290	_____ Per Hr	\$
Item 4.04 - Hydraulic Equipment Repair	100	_____ Per Hr	\$
Item 4.05 - Electric Equipment Repair	100	_____ Per Hr	\$
Item 4.06 - Shop Service Repairs (Engines, etc.)	30	_____ Per Hr	\$
Item 4.07 - Pressure Testing Clyinder Heads	20	_____ Per Hr	\$
Item 4.08 - Degrease Clyinder Heads	20	_____ Per Hr	\$
Item 4.09 - Degrease Block	20	_____ Per Hr	\$

**TOTAL (ALL ITEMS)**

\$

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

All quantities are approximate.

**The contract value for two (2) years shall not exceed \$250,000.00 per year.**

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

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

**AUTOMOTIVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

**C.1. SCOPE OF SERVICES**

This document is designed to provide the specifications for a requirement contract for the purchase of automotive and truck parts, and fleet services for the Department of Public Utilities, Division of Cleveland Public Power.

**C.2. CITY FORMS**

Failure to submit the following City forms properly, **will** cause your bid to be non-responsive.

- A. Bid Bond
  1. Use the City's Bid Bond form.
  2. Follow the instructions in Part B and C of the Bidder's Check List completely.
  3. A bid bond is not required if your total bid is \$50,000.00 or less.
  
- B. Bid Form
  1. Indicate whether you are submitting a bid bond or a cashier's check/certified check in the amount of 5% of your bid total.
  2. The information at the bottom of the page must be filled out completely and signed by an officer of the corporation or firm.
  
- C. Affidavit
  1. The first three lines of the affidavit must be filled out stating the state, county, and name of the person being sworn.
  2. The state on page one must be the same state as the notary's commission stamp that appears at the bottom of page two.
  3. Be sure that the proper lines are used on page two for signing for the person that is being sworn.
  4. Fill out all necessary information on both sides of the affidavit.

Any other forms that are included in the bid package should also be filled out completely and signed where necessary and returned.

**C.3. CONTRACT TERM**

The contract will be for a period of two (2) years. The approximate amount of the contract shall not exceed \$500,000.00 for the two year term.

**C.4. PRE-BID MEETING**

A. A NON-mandatory pre-bid meeting will be held at the Cleveland Public Power Main Office, 1300 Lakeside Avenue, at the date and time advertised in the City Record and included in this invitation to bid. Bids received from those not attending will be accepted. In addition, by City policy, this is the only opportunity for potential bidders to speak directly with CPP personnel prior to the award of the contract.

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

**AUTOMOTIVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

B. The last day for questions is five (5) business days before the bid opening date. All questions must be submitted in writing to the buyer's attention by email, [purchsing@clevelandohio.gov](mailto:purchsing@clevelandohio.gov) or via fax, 216-664-2177.

**C.5. QUANTITIES**

The approximate quantities of parts and services for this requirement contract shall be as set forth on the attached Bid – Schedule of Items pages are approximate only. They are not guaranteed to be accurate statements and quantities to be performed or furnished under this contract, and any departure there from will not be considered as valid grounds for any claim for damage or for loss of profits. CPP reserves the right to procure more or less than shown under the terms of this requirement contract.

**C.6. UNIT PRICES**

All discounts and hourly rates for the items as indicated on the Bid – Schedule of Items pages shall include all costs for handling and delivery, F.O.B. point of delivery. The unit prices bid for the two year contract shall remain firm for the duration of the contract.

**C.7. METHOD OF AWARD**

The City reserves the right to award a single contract for all groups based on overall average catalog price discounts, hourly rate listing, and conformance to specifications.

**C.8. EVALUATION OF BIDS**

Cleveland Public Power will recommend rejection of bids for improper submittal of documentation, incomplete submittal of documentation and/or unsubstantiated information within submittal. Performance, cost, timeliness and safety shall be considered as the essence of the contract and/or contracts.

**C.9. MATHEMATICAL ERRORS**

If the bidder makes any mathematical error (s), the CITY will correct those errors in the manner as follows:

The unit price for labor and materials stated on the Bid – Schedule of Items pages by the bidder shall be accepted as being correct. The actual sum of these figures and the extension based upon quantity shall 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.

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

**AUTOMOTIVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

Where subtotals or totals are transferred from one sheet to another sheet, the CITY reserves the right to correct any errors made in the 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 bidder will be notified in writing of the changes.

**C.10. REQUESTS FOR USAGE REPORTS**

CPP may request the selected vendor to provide reports, on an as-needed basis, that account for the quantity of items ordered, along with the cost per item charged. The usage report will help to identify most frequently ordered items and also allow accurate monitoring of year-to-date spending against the overall contract amount.

**C.11. QUALIFICATIONS FOR BIDDERS**

Vendor must comply with all terms contained within this requirement and the resulting contract. The bidder is to supply a list of three (3) major customers with which the bidder is currently doing business, similar to this type of contract.

**C.12. BID REQUIREMENTS**

- A. Complete catalogs and price listings showing discounts off the list price. This document shall be in either paper or electronic format for price comparisons and auditing purposes. The catalogs, disks or flash drives are to be included with the sealed bid.
- B. Quality comparison statement that all parts under this contract shall meet or exceed OEM quality. This statement must be signed and dated.
- C. Vendor must supply or have established a subcontractor with, a repair service center, with sufficient capacity to include shop equipment and skilled labor to fully perform removing and replacing any drive train components such as engines (both gasoline and diesel), automatic and standard transmissions, all types of differentials, certified welding requirements or other vehicle components such as springs, gas tanks, break lines, gas lines, hydraulic components, and other items deemed necessary by CPP. All cost association must be submitted by written cost estimates and pre-approved by CPP. Vendor must submit with the bid, a statement of the services that any subcontractor will be able to demonstrate the capability of providing repair services within a reasonable time frame or providing an expedited repair.
- D. The vendor shall also have access to parts seldom used by the City. The City shall give as much advance notice as possible to procure these types of parts.

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

**AUTOMOTIVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

**C.13. CATALOG AND PRICE LIST**

Each bidder shall be required to supply the manufacturers' latest complete standard price list, including each and every part the bidder proposes to furnish with any discount that is being bid. **The prices indicated, less discount allowed, shall govern all purchases during the period of this contract.** Catalogs, disks or flash drive, price lists, and any discounts submitted as part of this bid must be signed by an authorized representative, and in the same manner as the Bid Form. For electronic submission, the bidder must submit a letter on company letterhead signed by an authorized representative, attesting that the electronic submission (i.e. flash drive) prices are firm for the duration of the contract.

Catalogs will be returned to the unsuccessful bidders. Vendor shall supply one (1) hard copy of the catalogs and six (6) on CD-ROM/flash drives or seven (7) disks or flash drives as stated in C.12. - Bid Requirements.

**C.14. ADDITIONAL COPIES OF CATALOGS AND PRICE LIST**

The contractor shall furnish two (2) copies, one each for each location of the master parts lists bearing a certificate thereon by the manufacturer that such list is complete, upon execution of the contract.

**C.15. PRICES**

For parts not included with the original catalogues submitted with the contractors bid, the contractor shall invoice based on the manufacturer's latest standard published price list in effect at the time of order of any part or parts, less the federal excise tax and the discounts and net exchange prices stated for Bid Item 2 of the Schedule of Items pages. Any new part not contained in the manufacturer's latest standard published price list accompanying the bid, and placed on the market subsequently during the contract period shall be included and be priced at the prices set forth in such price list at the time of order and subject to the discount bid. Prices supplied shall be less exchange or core charges. Items to which this shall apply will be on an equal exchange basis.

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

**AUTOMOTIVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

**C.16. DISCOUNTS**

Discounts from printed price lists must be plainly shown and the discount applicable to each page of any catalogue or price list must be clearly stated by a letter which must be attached to and made part of the Bid – Schedule of Items and noted thereon, which plainly and clearly identified the page and the items on the page to which the discount applies. Any discount not thus clearly stated, will be disregarded in determining the lowest and best bid and the price quoted will be considered as a net price as printed.

Whenever a catalog or printed list shows more than one price list as the published list for different classes of buyers, it will be necessary for the bidder to mark and sign each such page or catalog on the price list in ink, either on the page itself or by a letter which must be attached to and made part of the bid form noted thereon plainly and clearly identified the page and the columns on the page as the particular columns which the bidder is quoted. Any price list or catalog printed with more than one column of prices and not so marked will be rejected as not being in accordance with the terms of this bid.

**C.17. DELIVERY** (Supplemental to General Conditions B-14)

**Vendor shall deliver necessary parts at no charge.** Daily deliveries to be between 8:00 am to 6:00 pm with delivery on demand, Monday through Friday, Saturday 8:00 am to 3:30 pm, with emergency 24 hours parts call, if needed. Delivery is required within one (1) hour of demand on in stock items, or on an emergency basis. Vendor shall identify and provide the names and telephone contact numbers, should the emergency provision be utilized. The locations for delivery of items are 2490 West 41<sup>ST</sup> Street and 740 East 140<sup>TH</sup> Street in Cleveland. Should CPP build another vehicle maintenance facility, the vendor would be required to deliver to that location also, as part of this contract obligation.

**C.18. VISIT TO SITE AND FACILITY CONTACT INFORMATION**

Contact heavy duty mechanic or Unit Leader at (216) 664-4200 ext. 430, between the hours of 8:00 am and 4:30 pm, Monday through Friday.

**C.19. SPECIAL PROVISIONS TO ACCEPTANCE OF DELIVERY**

Anything in Section B-24, to the contrary notwithstanding, in the event that the execution of the contract is delayed for any reason beyond the date immediately succeeding the termination of a prior contract for the items which are the subject of this invitation to bid, the date for acceptance of delivery for said items shall be as fixed by the Board of Control resolution making the award of contract therefore. Should such prior contract not have expired on the date of award of the present contract, then the effective date of the new contract will be the day following the expiration of the prior contract.



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

**AUTOMOTIVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

**C.20. WARRANTY** (Supplemental to General Conditions B-29)

The vendor must agree to supply a warranty for all items supplied to the City, CPP, under this contract. The terms of this warranty shall be a minimum of one year or 10,000 miles, whichever occurs first, from the date of the installation, against faulty or unsatisfactory workmanship, material, and labor.

**C.21. INVOICING AND PAYMENT** (Supplemental To General Conditions B-21)

A. INVOICING

The vendor shall submit invoices that appropriately reflect the material provided. Invoices must be typed and legible. Each invoice must be mailed as specified below:

Original invoice to the Department of Public Utilities, ATTN:  
Payables Unit  
1201 Lakeside Avenue  
4<sup>th</sup> Floor South  
Cleveland, OH 44114

1. The failure to deliver copies of invoices to the indicated location may lead to delays in payment;
2. A detailed itemization of materials or services provided, including;
  - Date that CPP gave the work order to the vendor.
  - CPP Release/Work Order Number for each individual release.

B. PAYMENT

3. The vendor must adhere to the terms set forth above under C-16 Delivery and C-20 Invoicing. CPP will review invoices upon receiving them. In order to perform this review, CPP requires all of the following documents;
4. Relevant sections (e.g., the Schedule of Items section) of the contract with the vendor;
5. A City of Cleveland Delivery Order (DO) that authorized the specific Services/materials being invoiced;

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

**AUTOMOTIVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

6. Delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.), with an acknowledgement signature and date from a CPP employee;
7. An accurate invoice.

The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice. The City will provide the contract and DO copies. A CPP employee will use the above four documents to perform cross-checks to ensure accuracy in invoicing. If all is in order (e.g., delivered / invoiced items were authorized under the contract and DO, invoiced quantities were delivered, contract prices were invoiced, discounts applied, etc.), CPP will approve payment of the invoice through the City's internal processes. The City's Division of Accounts subsequently handles processing of the payment requests and the Division of Treasury issues payments.

**C.22. NO WAIVER OF LEGAL RIGHTS**

Neither acceptance of, nor payments for the work or goods or services hereunder, or any part of them, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the Contract, nor shall a waiver or any default or breach of the Contract be held to be a waiver of any other or subsequent default or breach.

**C.23. INDEMNITY CLAUSE**

The Contractor shall indemnify, keep and save harmless the City of Cleveland, Ohio, and its respective officers, agents and employees, against all suits or claims that may be based upon any injury to persons or property that may occur, or that may be alleged to have occurred in the course or as the result of the performance of all or any part of this Contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or its employee, and whether or not the person(s) injured or whose property was damaged were third parties, employees of the Contractor or employees of an authorized Subcontractor; and the Contractor shall at its own expense defend the City in all litigation, pay all attorney's fees and all costs and other expenses arising out of the litigation or claim incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees. Nothing herein shall be construed to limit the Contractor's indemnification obligations to the limits of insurance provided. The indemnification obligations shall survive any termination of the Contract.

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

**AUTOMOTIVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

In case of any and all claims against the City and its officers, agents or employees, by any employee of the Contractor, Subcontractors, its agents, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, Subcontractors or other person under applicable worker's or workmen's compensation benefit or disability laws, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such laws. By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

**C.24. PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE  
INSURANCE REQUIREMENTS**

- A. The Contractor shall maintain during the term of this contract such general liability insurance including but not limited to bodily injury, property damage, contractual liability, products/completed operations coverage, and personal injury coverage wherein the City of Cleveland is named as additional insured. (Special hazards such as business automobile liability insurance are addressed below.) Coverage shall protect the Contractor and any subcontractor performing any work under this contract from claims for damage for personal injury, bodily injury, including accidental death, as well as for claims for property damage, which may arise from operations under this contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by them. An original certificate of Insurance and a copy of the additional insured endorsement naming the City of Cleveland as additional insured shall be deposited with the Director of Finance prior to execution of the contract. Such documents shall be as to form, coverage, carrier and limits satisfactory to and approved by the Director of Law. The additional insured coverage provided to the City under the Contractor's insurance policy (ies) shall be primary with respect to Contractor's general liability, notwithstanding other insurance covering the City. The amounts of insurance shall be as described below.
- B. General Liability
1. Including but not limited to Bodily Injury, Property Damage, Contractual Liability, Owners and Contractors Protective Liability, Products/Completed Operations and Personal Injury.
  2. Such policy or policies shall be in an amount not less than a combined

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

**AUTOMOTIVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

single limit of \$1,000,000.00 for bodily injury and property damage per occurrence and, in the aggregate, including but not limited to contractual liability, owners and contractors protective liability, personal injury as well as products/completed operations coverage of \$1,000,000.00.

3. Such coverage shall be on an occurrence basis. Coverage shall not be on a claim made basis.
  4. If a deductible or self-insured retention is assumed, it may not exceed \$50,000.00 per occurrence and in the aggregate.
  5. This insurance shall include coverage for damage of property of any nature in the care, custody, or control of the Contractor, or any property over which the Contractor is directly or indirectly exercising physical control by reason of the work to be performed.
- C. Special Hazards  
Where site conditions warrant, 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.
- D. Business Automobile Liability  
Business automobile insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than a combined single limit of \$1,000,000.00 for bodily injury, including death and property damage per occurrence.
- E. The Contractor shall notify the Director of Law, in writing, at least ten (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.
- F. Self-insurance is not acceptable.
- G. Under no circumstances will the City assume control of vendor's employees, nor will the City assume or have the right to vendor's said employees and equipment. In no event will the City be responsible for any injury to said vendor's employees.

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

**AUTOMOTIVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

**C.25. NO WAIVER OF LEGAL RIGHTS**

Neither acceptance of, nor payments for, the work or goods or services hereunder, or any part of them, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the contract, nor shall a waiver or any default or breach of the Contract be held to be a waiver of any other or subsequent default of breach.

**C.26. CONFLICTS IN DOCUMENTS**

Should a conflict arise amongst these specifications, attachment, description, Requirement and / or provision of this contract the more stringent, as determined By City, CPP shall govern.

**C.27. NOTICE TO PROCEED**

The term of this contract shall begin when CPP issues a Notice to Proceed to the awarded vendor. A Notice to Proceed shall not be issued until the contract has been fully executed and delivered to all parties.

**- END OF SECTION C -**

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

**AUTOMOTVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION D – DETAILED SPECIFICATIONS**

**D.1. REPLACEMENT PARTS**

Vendor shall supply replacement parts and/or original equipment manufacturer parts and rebuilt units and assemblies as necessary for the following categories:

- Electrical
- Ignition
- Fuel Systems
- Suspension,
- Brake,
- Cooling
- Lighting
- Engines – gas and diesel
- Excluding standard tires – the only tire that would be purchased is for a specific application.

**D.2. MACHINE SHOP SERVICE**

Vendor shall supply machine shop service upon request for all equipment as follows: Rebuild, repair, test, and inspect engines, transmissions, differentials, driveline, suspension parts, cooling system, brake system, and hydraulic system. Bidder to quote hourly rate for both in shop service and on site assistance as indicated in the Bid – Schedule of Items pages. Said machine shop must be owned, and operated by vendor if possible. Should a subcontractor be needed for this requirement, the machine shop would need to be certified for such repairs and must be listed as the vendor's subcontractor.

**D.3. WELDING SERVICES**

Vendor to supply upon request welding services for steel, cast iron, alloy, aluminum, and magna flux and alloy crack repair. These services are to be performed in vendor's or subcontractor's shop or job site. Welder must be certified with the State of Ohio. Bidder shall quote hourly rate for both in shop and on-site services.

**D.4. PARTS INVENTORY**

Vendor shall maintain at their warehouse facility parts for various vehicles in order for CPP to maintain both preventative maintenance of their fleet and replacement parts for vehicle repairs.

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

**AUTOMOTVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION D – DETAILED SPECIFICATIONS**

The items shall include but are not limited to the following listing: fan belts, hoses, filters (air, oil, fuel, hydraulic, and water), bulbs, lighting, and brake parts (both air and hydraulic), heavy duty hydraulic parts, ignition parts, chassis parts, lubricants, and chemicals. The city will supply a detailed list of all automobiles, vans, light, medium and heavy duty trucks, mobile, stationary and portable equipment to be maintained (i.e. appendix a). Other items may be added over the term of this contract due to new vehicle and equipment acquisitions.

**D.5. PREVENTATIVE MAINTENANCE INVENTORY REVIEW**

Vendor shall supply on a monthly basis in a spreadsheet format to be known as vehicle parts monthly usage report, the parts and costs associated with those supplied to CPP for internal auditing purposes. Vendor shall include list price, discounted price and total value by catalog and part line item for cost comparison purposes.

**D.6. DEALER ITEMS**

Vendor shall supply to the City any type of warranty service on item or items that can only be obtained through a specific dealer. The vendor shall pick up and deliver said items to the locations listed in C-17, Delivery. CPP will deliver and pick up warranty service vehicles. Vendor will charge the same price that the dealer charges the vendor. Vendor must attach a copy of the dealer's invoice when invoiced by vender. Failure to provide the dealers invoice will delay processing of vendor invoice and will not be submitted for payment.

CPP will allow vendor to charge pickup and delivery charges for dealer parts only. This charge will be based on the vendor submitted bid price listed in the Bid - Schedule of Items.

**D.7. GENUINE PARTS DEFINED**

Genuine parts policy are hereby defined as being those parts that are completely made or finally processed by the manufacturer or are made by another manufacturer for him in accordance with detailed specifications furnished by the manufacturer, engaged in the business of manufacturing parts for manufacturer or his authorized representative, delivery of parts shall be made direct from the vendors place of business.

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

**AUTOMOTVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION D – DETAILED SPECIFICATIONS**

**D.8. NON-GENUINE PARTS**

In the event the vendor is unable to furnish genuine parts due to conditions beyond his control, non-genuine parts, acceptable to the City, shall be furnished at a price not in excess of the price bid for genuine parts. The City shall be informed prior to delivery and have the option of rejecting such non-genuine parts.

**D.9. COMMERCIAL PARTS DEFINED**

Commercial parts hereby defined as being those parts that are not completely made or finally processed by the manufacturer for him, in accordance with detailed specifications furnished by the manufacturer and are not sold through the usual ordinary channels.

**D.10. RESERVATION AS TO COMMERCIAL PARTS**

The City reserves the right to determine which parts are considered commercial parts. The City may purchase otherwise commercial parts from a source other than vendor (even though listed in the catalogue submitted with bid), if such purchase is to the advantage of the City.

**D.11. TOOLS**

Vendor must carry a quality line of standard and special inventory for the purpose of job applications that the City might need to complete a mechanical job on a regular time basis. Vendor to supply tools catalogs, hand tools must carry a lifetime replacement warranty.

**D.12. INSPECTION**

The City reserves the right to inspect the vendor's facility of operation and any subcontractors. If any subcontractors are used, a listing of their names and addresses are required with the vendor's bid stating which parts or labor each subcontractor will supply. (See attached OEO schedules).

**D.13. QUALITY OF PARTS AND WORKMANSHIP**

All parts shall meet or exceed O.E.M. standards of quality. Bidder to supply quality comparison list showing major manufacturer names of equivalent quality. For any rebuilt parts, or where any labor is involved, the workmanship shall be performed in accordance with accepted commercial practices and the latest manufacturer's O.E.M. application.



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

**AUTOMOTVE/TRUCK PARTS AND FLEET SERVICES**

**SECTION D – DETAILED SPECIFICATIONS**

**D.14. QUESTIONS OF QUALITY**

The City reserves the right, at random, to disassemble and inspect any and all parts supplied by the vendor. If any parts are found not to be in compliance with O.E.M. specifications for replacement parts and rebuilding, the City reserves the right to terminate this contract. The bidder will be notified of disassembly procedure and will be invited to witness this procedure.

- END OF SECTION D -

## Appendix A

### CPP Vehicles & Equipment

<u>CODE#</u>	<u>DESCRIPTION</u>	<u>VEHICLE/EQUIPMENT TYPE</u>	<u>SERIAL NUMBER</u>	<u>LICENSE</u>
91X70	1993 CASE 580SK TR	Backhoe	0174200	N/A
2X138	1994 FORD 555D TR	Backhoe	A425643	N/A
91X84	2001 CASE 580SM EN	Backhoe	JJG0282404	N/A
91X85	2001 CASE 580SM EN	Backhoe	JJG0282415	N/A
158T3	2014 SURE TRAC ST81161TSPL5-B-	Backyard Machine	5jw2u1628f1108312	N/A
7H962	1998 INTL 2654 BU	Bucket	1HTGHADT7WH557793	OT 4405
15H9	2002 STER M7500 BU	Bucket	2FZAAKBV72AJ73949	888YVY
15H17	2003 STER M7500 BU	Bucket	2FZAC4BV13AK85651	OV 9236
2M532	2004 FORD F-550 BU	Bucket	1FDAF56P64EC00308	OY 4718
2M564	2005 FORD F-550 BU	Bucket	1FDAF56P95ED07323	OY 7972
7H1107	2005 INTL 4400 BU	Bucket	1HTMKAAN84H669395	904YVY
7H1108	2005 INTL 4400 BU	Bucket	1HTMKAANX4H669396	OY 4452
7H1112	2005 INTL 4400 BU	Bucket	1HTMKAAN15H690199	891YVY
7H1158	2006 INTL 4300 BU	Bucket	1HTMMAANX7H372904	OY 9099
7H1159	2006 INTL 4300 BU	Bucket	1HTMMAAN17H372905	OY 9100
7H1160	2006 INTL 4300 BU	Bucket	1HTMMAAN87H372903	OY 9109
1H16	2007 CHEV CC8C042 BU	Bucket	1G8P8C1397F405304	OT 3869
7H1176	2008 INTL 4300 BU	Bucket	1HTMMAAN4BH646647	OZ 2428
7H1177	2008 INTL 4300 BU	Bucket	1HTMMAAN68H646648	OZ 2429
7H1179	2008 INTL 4300 BU	Bucket	1HTMKAAR38H676392	OT 3130
7H1181	2008 INTL 4400 BU	Bucket	1HTMKAAR29H111133	OV 9245
15H56	2011 FREI FLBC BU	Bucket	1FVACXBSXBDU8014	494YDX
15H88	2012 FREI M2 106	Bucket	1FVACXBS3CDBK4674	051YKN
15H89	2012 FREI M2 106	Bucket	1FVACXBS5CDBK4675	053YKN
15H98	2012 FREI M2 106	Bucket	1FVACXBS4DHBZ2086	234YLM
15H99	2012 FREI M2 106	Bucket	1FVACXBS6DHBZ2087	236YLM
5M3	2014 DODG 5500 RAM	Bucket	3C7WRMBL2EG244897	811YRU
5M4	2014 DODG 5500 RAM	Bucket	3C7WRMBL0EG244896	810YRU
15H118	2015 FREI M2 106	Bucket	1FVACXCY2FHGE3338	812YRU
15H119	2015 FREI M2 106	Bucket	1FVACXCY2FHGE3341	499YSG
15H120	2015 FREI M2 106	Bucket	1FVACXCY6FHGE3343	505YSG
15H121	2015 FREI M2 106	Bucket	1FVACXCY3FHGE3354	882YSM
15H122	2015 FREI M2 106	Bucket	1FVACXCY5FHGE3355	880YSM
15H123	2015 FREI M2 106	Bucket	1FVACXCY1FHGE3353	877YSM
5M5	2017 DODG 5500 RAM	Bucket	3C7WRNBL6HG708039	539ZBL
5M6	2017 DODG 5500 RAM	Bucket	3C7WRNBL2HG708040	536ZBL
15H206	2018 FREI M2 106	Bucket	3ALACYFE4JDJL4973	548ZBL
15H207	2018 FREI M2 106	Bucket	3ALACYFE6JDJL4974	547ZBL
15H208	2018 FREI M2 106	Bucket	3ALACYFE2JDJL4972	551ZBL
15H209	2018 FREI M2 106	Bucket	3ALACYFE1JDJL4977	540ZBL
15H210	2018 FREI M2 106	Bucket	3ALACYFE8JDJL4975	543ZBL
15H211	2018 FREI M2 106	Bucket	3ALACYFEXJDJL4976	541ZBL
2M650	2020 FORD F-550 BU	Bucket	1FDUF5HN1LDA15063	607ZMV
15H295	2021 FREI M2 106	Bucket	3ALACYFEXMDMS1657	608ZMV
234T1	1981 HOGG 120 TT	Cable Pull Trailer	1H9401210B1011017	ON 4441
234T2	1982 HOGG TR-37 TT	Cable Pull Trailer	1H9371319B1011037	ON 4448
40T202	2015 1400 1400	Cable Pull Trailer	2P9UAB166FV090053	776YUK
40T203	2015 1400 1400	Cable Pull Trailer	2P9UAB164FV090052	776YUK
15H100	2012 FREI FL114 SD	Cable Puller Truck	1FVHG3DV8DHFA9334	323YMF
15H101	2012 FREI FL114 SD	Cable Puller Truck	1FVHG3DVXDHFA9335	286YMF

<u>CODE#</u>	<u>DESCRIPTION</u>	<u>VEHICLE/EQUIPMENT TYPE</u>	<u>SERIAL NUMBER</u>	<u>LICENSE</u>
132X45	2004 VERM BC1000X BC	Chipper	1VRU111A341004099	OT 4019
132X60	2013 VERM BC1500 BC	Chipper	1VR2161V6E1005692	N/A
132X68	2021 VERM BC1800XL	Chipper	1VR2151Z6M1010266	N/A
132X70	2022 VERM BC1800XL	Chipper	1VRD15AG3P1050239	N/A
132X71	2022 VERM BC1800XL	Chipper	1VRD15AGXP1050240	N/A
56X192	2010 SULLA 225 HD	Compressor	201009080052	N/A
56X193	2010 SULLA 225 HD	Compressor	201009080054	N/A
56X206	2013 KAESER M57	Compressor	WKAON1301C4498192	N/A
56X207	2013 KAESER M57	Compressor	WKAON1301C4498193	N/A
56X208	2013 KAESER M57	Compressor	WKAON1301C4500129	N/A
185X7	2004 BROD IC-200 MH	Crain	00134456	N/A
1L860	2001 CHEV CG31405 CV	CV	1GCHG35R111184495	OT 3439
1L861	2001 CHEV CG31405 CV	CV	1GCHG35R011185766	917YVY
1L885	2002 CHEV CG31405 CV	CV	1GCHG35R921120349	370YWB
1L0931	2004 CHEV ASTRO CV	CV	1GCDM19XX4B116795	OY 4004
1L930	2004 CHEV CG23705 CV	CV	1GCGG29V441181690	OY 4003
1L1028	2005 CHEV ASTRO CV	CV	1GCDM19X15B130005	OY 7950
1L1029	2005 CHEV ASTRO CV	CV	1GCDM19X55B133814	OY 7951
1L1031	2005 CHEV ASTRO CV	CV	1GCDM19X45B115336	OY 7953
1L971	2005 CHEV CG33705 CV	CV	1GCGG39U551210116	668YZR
1L1068	2006 CHEV CG33405 CV	CV	1GCHG35VX61157374	OY 8449
1L1069	2006 CHEV CG33405 CV	CV	1GCHG35V861157728	OY 8450
1L1070	2006 CHEV CG33405 CV	CV	1GCHG39V161157554	OY 8451
1L1071	2006 CHEV CG33405 CV	CV	1GCHG39V761160958	OY 8452
1L1072	2006 CHEV CG33405 CV	CV	1GCHG39VX61160758	OY 8453
1L1073	2006 CHEV CG33405 CV	CV	1GCHG39V661160515	OY 8445
1L1144	2007 CHEV CG33705 CV	CV	1GCHG35V371147299	OZ 1282
1L1145	2007 CHEV CG33705 CV	CV	1GCHG35V071146708	OZ 1281
1L1146	2007 CHEV CG33705 CV	CV	1GCHG35V971148909	OZ 1280
1L1147	2007 CHEV CG33705 CV	CV	1GCHG35V171148354	OZ 1279
1L1148	2007 CHEV CG33705 CV	CV	1GCHG35V371148534	OZ 1278
1L1149	2007 CHEV CG33705 CV	CV	1GCHG35V871148108	OZ 1277
2L2188	2012 FORD E-150 CV	CV	1FTNE1EW0DDA07877	300YMF
2L2189	2012 FORD E-150 CV	CV	1FTNE1EW9DDA07876	315YMF
2L2190	2012 FORD E-150 CV	CV	1FTNE1EW4DDA07882	310YMF
2L2191	2012 FORD E-150 CV	CV	1FTNE1EW2DDA07881	314YMF
2L2192	2012 FORD E-150 CV	CV	1FTNE1EW6DDA07883	311YMF
2L2193	2012 FORD E-150 CV	CV	1FTNE1EW8DDA07884	312YMF
2L2194	2012 FORD E-150 CV	CV	1FTNE1EW4DDA07879	379YMD
2L2195	2012 FORD E-150 CV	CV	1FTNE1EW3DDA07887	377YMD
2L2196	2012 FORD E-150 CV	CV	1FTNE1EW1DDA07886	299YMF
2L2197	2012 FORD E-150 CV	CV	1FTNE1EW2DDA07878	306YMF
2L2198	2012 FORD E-150 CV	CV	1FTNE1EW0DDA07880	309YMF
2L2199	2012 FORD E-150 CV	CV	1FTNE1EWXDDA07885	313YMF
15H112	2014 FREI M2 106 DU	Dump HD	1FVACYBS5EHFH9071	149YOY
15H113	2014 FREI M2 106 DU	Dump HD	1FVACYBS7EHFH9072	176YOY
7H1200	2020 INTL HV507SFA	Dump HD	1HTEGTAT9MH207993	281ZJC
15H300	2022 FREI SD 114 FL	Dump HD	1FVHG3FEXN4NM9284	185ZOM
15H301	2022 FREI SD 114 FL	Dump HD	1FVHG3FE4NDNM9285	186ZOM
2M538	2004 FORD F-550 DU	Dump Med	1FDAW56S64EC42370	OY 4621
2M539	2004 FORD F-550 DU	Dump Med	1FDAW56S84EC42371	OY 4622
2H331	1996 FORD F-800 FL	Flat	1FDYF80EXTVA06211	OU 3768
1M179	1998 CHEV CC31403 FL	Flat	1GBJC34R2WF027815	OT 4202
7H980	1999 INTL 2674 FL	Flat	1HTGLAHT6XH557794	OT 3546
15H171	2016 FREI M2 106 FL	Flat	1FVACYCY5GHMM8063	669YWN

<u>CODE#</u>	<u>DESCRIPTION</u>	<u>VEHICLE/EQUIPMENT TYPE</u>	<u>SERIAL NUMBER</u>	<u>LICENSE</u>
15H172	2016 FREI M2 106 FL	Flat	1FVACYCY7GHHM8064	668YWN
2H303	1987 FORD L-8000 FL	Flat OOS	1FDYK82A1HVA64317	OT 3669
1M227	2009 CHEVROLET C5500 STAKE	Flat Bed	1GBE5C1999F405648	OV 1507
1M228	2009 CHEVROLET C5500 STAKE	Flat Bed	1GBE5C1939F405709	191YWE
7M176	2012 INTL TERRA STAR	Flat Bed	1HTJSSKKXDH190201	394YLQ
7M177	2012 INTL TERRA STAR	Flat Bed	1HTJSSKK1DH190202	OZ2429
185X6	1984 GRAD 552-3S MH	Forklift	8322101G	N/A
45X40	2000 CAT GP50 LI	Forklift	AT3350212	N/A
153X24	2014 YALE GLP110 LI	Forklift	J813V02729M	N/A
153X25	2014 YALE GLP110 LI	Forklift	J813V02730M	N/A
153X26	2014 YALE GLP110 LI	Forklift	J813V02727M	N/A
118T1	1992 GEAC 43.7KVA GN	Gen	S6035K3650N18CBHY	N/A
118T2	1998 POGA 175KVA GN	Gen	1T9A11527WW509207	N/A
118T3	2001 COZAD 110KV GRT	Gen	1C9TL252111772068	OT 8498
15H76	2011 FREI M2 106	Line	1FVACYBSXBDBC6812	467Y1P
15H77	2012 FREI M2 106	Line	1FVACYBS5CDBK4682	698YJA
15H78	2012 FREI M2 106	Line	1FVACYBS7CDBK4683	696YJA
15H212	2018 FREI M2 106	Line	3ALACYFE3JDJL4978	553ZBL
15H213	2018 FREI M2 106	Line	3ALACYFE5JDJL4979	557ZBL
15H214	2018 FREI M2 106	Line	3ALACYFE1JDJL4980	555ZBL
15H19	2003 STER M7500 DD	Line OOS	2FZACHAK63AK85650	887YVY
15H30	2005 STER M7500 DD	Line OOS	2FZACHCS05AU11632	OY 6353
15H31	2005 STER M7500 DD	Line OOS	2FZACHCS25AU11633	885YVY
15H32	2006 STER M7500 DD	Line OOS	2FZACHCS46AV51507	OY 7440
15H44	2007 STER ACTERRA DD	Line OOS	2FZACHCS87AY97240	873YVY
15H45	2007 STER ACTERRA DD	Line OOS	2FZACHCSX7AY97241	879YVY
170X358	2019 DEERE 85G	Mini-excavator	1FF085GXLKJ020713	N/A
170X370	2021 DEERE 85G	Mini-excavator	1FF085GJLJ021935	N/A
202X3	1985 MULL MORTAR MIX	Mixer	202X0003	N/A
249X3	1988 STONE MORTAR MIX	Mixer	2981233	N/A
249X4	1988 STONE MORTAR MIX	Mixer	8715795	N/A
249X6	1989 STONE MORTAR MIX	Mixer	991015	N/A
39T1	1949 TRENG 2FW TT	not defined	12278	N/A
39T2	1949 TRENG 2FW TT	not defined	12279	N/A
40T37	1961 MCCABE RM12 TT	not defined	97973	N/A
40T54	1967 HEIL 2FW TT	not defined	18473	ON 1165
40T55	1967 HEIL 2FW TT	not defined	18474	N/A
40T72	1986 BUTL B3022FD TT	not defined	1BUD22208G1004947	ON 4703
234T5	1987 HOGG H135CPT TT	not defined	1H911131XH1011081	ON 4707
87Z25	2003 GRACO LL3800 STR	not defined	BA2666	N/A
158T2	2014 SKYLIFT MDHD33LP	not defined	2021-MDHD33LP-WH	N/A
82Z97	1983 HOBART WELDER	OOS Gone	83WS12473	N/A
40T71	1986 CONVOY POLE TT	Pole Trailer	11561-1	ON 4700
40T114	1993 SAUB 1555-1 TT	Pole Trailer	1F9RC1211PV048861	N/A
40T124	1995 SAUB 1550 TT	Pole Trailer	1F9RB121XSU048112	N/A
40T125	1995 SAUB 4500 TT	Pole Trailer	1F9UZ2716SV048175	N/A
40T128	1995 SAUB 4500 TT	Pole Trailer	048240	N/A
40T146	2004 SAUB 4502 TT	Pole Trailer	1F9UZ09144Y048017	ON 7315
40T147	2004 SAUB 4503 TT	Pole Trailer	1F9UZ09134Y048056	ON 7355
40T148	2004 SAUB 4503 TT	Pole Trailer	1F9UZ09154Y048057	ON 7354
40T172	2006 SAUB 4503 TT	Pole Trailer	1F9UZ09156V048188	ON 7984
40T173	2006 SAUB 4503 TT	Pole Trailer	1F9UZ09176V048189	ON 7986
40T174	2006 SAUB 4503 TT	Pole Trailer	1F9UZ09136V048190	ON 7985
40T190	2007 SAUB 4503 TT	Pole Trailer	1F9UZ09177V048033	OT 4200
40T191	2007 SAUB 4503 TT	Pole Trailer	1F9UZ09197V048034	OT 4247

<u>CODE#</u>	<u>DESCRIPTION</u>	<u>VEHICLE/EQUIPMENT TYPE</u>	<u>SERIAL NUMBER</u>	<u>LICENSE</u>
40T192	2007 SAUB 4503 TT	Pole Trailer	1F9UZ09107V048035	OT 3345
43T24	2008 TRKI TK40LP TT	Pole Trailer	1TKC026278B035189	OT 3878
2L1531	1996 FORD F-350 PU	PU	2FTHF36H3TCA61517	OT 4066
2L1532	1996 FORD F-350 PU	PU	2FTHF36H4TCA61526	923VYY
2L1970	2004 FORD F-250 PU	PU	1FTNF20L34EC14502	OY 4623
2L1949	2004 FORD RANGER PU	PU	1FTYR10E84PA86908	OY 4380
5L626	2012 DODG 2500 PU	PU	3C6TD5HT4CG300077	284YMF
5L627	2012 DODG 2500 PU	PU	3C6TD5HT6CG300078	285YMF
5M2	2012 DODG 5500 RAM	PU	3C7WDMBL2CG176130	910YLB
2L2525	2020 FORD F-250 CC	PU	1FT7W2B68LEC23852	329ZHX
2L2642	2022 FORD F-350 PU	PU	1FTRF3B62NEC47152	AWAITING
2P4183	2001 FORD TAURUS-4	Sedan	1FAFP52291G222262	OV 6653
2P4184	2001 FORD TAURUS-4	Sedan	1FAFP52201G222263	OV 6654
2P4563	2004 FORD TAURUS-4	Sedan	1FAFP52284A180772	913VYY
2P4690	2005 FORD TAURUS-4	Sedan	1FAFP53295A260968	OY 6347
2P4691	2005 FORD TAURUS-4	Sedan	1FAFP53205A260969	OY 6348
1P1310	2008 CHEV IMPALA-4	Sedan	2G1WB55K189252409	389YWB
1P1311	2008 CHEV IMPALA-4	Sedan	2G1WB55K589252090	379YWB
5L528	2000 DODG DURANGO SW	SUV	1B4HS28NXFYF212385	918VYY
2L1874	2003 FORD EXPLORE SW	SUV	1FMZU72K23UC16282	OY 2441
2L1875	2003 FORD EXPLORE SW	SUV	1FMZU72K43UC16283	OY 2564
2L1888	2003 FORD EXPLORE SW	SUV	1FMZU72K93UC16280	922VYY
2L1961	2004 FORD EXPLORE SW	SUV	1FMZU72K44UB86994	OY 4378
2L2001	2006 FORD ESCAPE HSW	SUV	1FMCU96H96KA30576	OY 7027
2L2002	2006 FORD ESCAPE HSW	SUV	1FMCU96H06KA30577	OY 7028
2L2003	2006 FORD ESCAPE HSW	SUV	1FMCU96H16KA58100	OY 7437
2L2006	2006 FORD ESCAPE HSW	SUV	1FMCU96H76KA58103	OY 7434
2L2007	2006 FORD ESCAPE HSW	SUV	1FMCU96H96KA58104	OY 7433
2L2008	2006 FORD ESCAPE HSW	SUV	1FMCU96H06KA58105	OY 7432
2L2036	2008 FORD ESCAPE HSW	SUV	1FMCU59H98KB79951	OT 3232
2L2037	2008 FORD ESCAPE HSW	SUV	1FMCU59H08KB79952	OT 3400
2L2038	2008 FORD ESCAPE HSW	SUV	1FMCU59H28KB79953	OT 3272
2L2039	2008 FORD ESCAPE HSW	SUV	1FMCU59H48KB79954	OT 3126
2L2041	2008 FORD ESCAPE HSW	SUV	1FMCU59H88KB79956	OT 3255
2L2042	2008 FORD ESCAPE HSW	SUV	1FMCU59H08KB79949	OT 3200
2L2067	2009 FORD ESCAPE HSW	SUV	1FMCU59349KA17926	125YZD
2L2068	2009 FORD ESCAPE HSW	SUV	1FMCU593U9KA17927	OV 9230
2L2094	2010 FORD ESCAPE 4X4	SUV	1FMCU9C75AKB11174	372YYA
2L2095	2010 FORD ESCAPE 4X4	SUV	1FMCU9C77AKB11175	OY7020
2L2151	2012 FORD ESCAPE 4X4	SUV	1FMCU9C76CKB69037	856YJG
2L2152	2012 FORD ESCAPE 4X4	SUV	1FMCU9C78CKB69038	858YJG
5L631	2018 DODG DURANGO SW	SUV	1C4RDJAG2JC265922	465ZCD
5L632	2018 DODG DURANGO SW	SUV	1C4RDJAG4JC271415	462ZCD
5L633	2018 DODG DURANGO SW	SUV	1C4RDJAG6JC271416	467ZCD
5L634	2018 DODG DURANGO SW	SUV	1C4RDJAG6JC271414	467ZCD
90L171	2020 JEEP CHEROKE SW	SUV	1C4PJMXX6LD543555	024ZHQ
90L172	2020 JEEP CHEROKE SW	SUV	1C4PJMXX8LD543556	289ZHX
90L173	2020 JEEP CHEROKE SW	SUV	1C4PJMXXLD543557	026ZHQ
90L174	2020 JEEP CHEROKE SW	SUV	1C4PJMXX1LD543558	029ZHQ
90L175	2020 JEEP CHEROKE SW	SUV	1C4PJMXX3LD543559	284ZHX
90L176	2020 JEEP CHEROKE SW	SUV	1C4PJMXXLD543560	287ZHX
2L2680	2022 FORD ESCAPE 4X4	SUV	1FMCU9F6ONUB31037	316ZPJ
2L2681	2022 FORD ESCAPE 4X4	SUV	1FMCU9F6XNUB32261	304ZPX
2L2682	2022 FORD ESCAPE 4X4	SUV	1FMCU9F64NUB31512	309ZPJ
2L2683	2022 FORD ESCAPE 4X4	SUV	1FMCU9F6XNUB31109	314ZPJ

<u>CODE#</u>	<u>DESCRIPTION</u>	<u>VEHICLE/EQUIPMENT TYPE</u>	<u>SERIAL NUMBER</u>	<u>LICENSE</u>
2L2684	2022 FORD ESCAPE 4X4	SUV	1FMCU9F62NUB41052	312ZPJ
2L2685	2022 FORD ESCAPE 4X4	SUV	1FMCU9F64NUB32434	825ZPL
2X107	1987 FORD CA454D TR	Tractor	BB16517	N/A
118T6	1981 FONT DFUIPT TT	Trailer	1A1338204B1534896	OT 3315
253T1	1985 HAUL 15054 TT	Trailer	IXJ000121FFH05830	OT 3251
253T3	1985 HAUL 15054 TT	Trailer	IXJ000121FFH05830	OT 3251
40T79	1985 UTIL 1775 TT	Trailer	1U9AA2224FA001714	ON 4484
40T80	1985 UTIL 1775 TT	Trailer	1U9AA2222FA001713	ON 4483
40T85	1988 BUTL BPHD130 TT	Trailer	1BUP25109I1004057	ON 4465
205T15	1989 TRAF ARROW BD	Trailer	1189LD15660	N/A
40T83	1989 WINDS PC-7646 TT	Trailer	11629-1CPP	ON 4438
40T84	1989 WINDS PC-7646 TT	Trailer	11629-2CPP	ON 4431
40T118	1993 CRONK 6000 TT	Trailer	473603023P1110746	ON 4826
47T143	1994 DYNA 18TELT TT	Trailer	31436	N/A
40T120	1994 TRUCO TCR-14 TT	Trailer	2TR-4CPP	ON 4485
40T121	1994 WELLS TRL108 TT	Trailer	67547	N/A
118T5	2000 HOLL TAN-DOL TT	Trailer	FW8-8003T3L	OT 4020
40T143	2002 ALTEC AD108 TT	Trailer	4HACB1B012P000006	N/A
47T167	2002 EABE 12HB-PT TT	Trailer	112HCP3112L056024	N/A
205T27	2002 TRAF ARROW BD	Trailer	04029L15663	N/A
205T28	2002 TRAF ARROW BD	Trailer	04029L15664	N/A
205T29	2002 TRAF ARROW BD	Trailer	04029L15665	N/A
205T30	2002 TRAF ARROW BD	Trailer	04029L15666	N/A
40T197	2011 WELLS TW101 TT	Trailer	1WC200D14C4079632	857YJG
60T8	2020 AMT AMT 5587-D6	Trailer	A45587D6PED	N/A
47T217	2020 TOWMASTER TC-34	Trailer	4KNBF3021LL160926	198ZIL
15H116	2015 FREI M2 106	Tree	1FVACXCY1FHGE3329	347YRM
15H117	2015 FREI M2 106	Tree	1FVACXCYXFHGE3331	346YRM
15H216	2018 FREI M2 106	Tree	3ALACYFE3JDJL4981	050ZBB
2L1528	1996 FORD E-350 US	USV	1FDJE37H4THA77362	OY 9588
2M508	2001 FORD E-450 US	USV	1FDXE45F81HA19723	OV 6630
2M531	2003 FORD E-450 US	USV	1FDXE45F83HB33160	OV 9556
2M540	2004 FORD E-350 US	USV	1FDWE35L24HA44598	OY 4756
2M547	2004 FORD E-350 US	USV	1FDWE35L14HB05309	OY 5143
2M548	2004 FORD E-350 US	USV	1FDWE35L94HA34554	914YVY
15M1	2004 FREI MT-45 SV	USV	4UZAAPBW14CM89438	OY 4757
15M2	2004 FREI MT-45 SV	USV	4UZAAPBW34CM89439	OY 4758
2M573	2007 FORD E-350 US	USV	1FDWE35L47DA64038	OT 4006
2M576	2007 FORD E-350 US	USV	1FDWE35L27DA64037	197YWE
2M577	2007 FORD E-450 US	USV	1FDXE45S77DA64035	OU 3939
2M586	2011 FORD E-450 US	USV	1FDXE4FSXBDA28752	632YHL
2M587	2011 FORD E-450 US	USV	1FDXE4FS1BDA28753	630YHL
2M588	2011 FORD E-450 US	USV	1FDXE4FS3BDA28754	208YHR
2M589	2011 FORD E-450 US	USV	1FDXE4FS5BDA28755	607YHL
2M590	2011 FORD E-450 US	USV	1FDXE4FS7BDA28756	606YHL
2M601	2012 FORD E-350 US	USV	1FDWE3FL7CDA18230	583YKF
2M602	2012 FORD E-350 US	USV	1FDWE3FL9CDA18231	571YKF
2M647	2020 FORD F-450 UT	Utility	1FDUF4GN2LEC12197	203ZIL
2M648	2020 FORD F-450 UT	Utility	1FDUF4GN4LEC12198	076ZJS

**NOTE: This is not intended to be a comprehensive listing of CPP equipment and vehicles but a representation of the manufacturer parts, products and services the bidder will be required supply under an agreement .**

## 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. City ordinances require that 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. City policy mandates a waiver or reduction in certain circumstances. For example, 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. Therefore, no Performance Bond will be required on a contract of \$100,000 or less made pursuant to this ITB; a performance bond will be required for any contract over \$100,000. If over \$100,000 but not more than \$250,000 the contract shall require a bond of twenty-five percent of the contract price. If over \$250,000 the contract shall require a bond of fifty percent.

**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.



**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.

CITY OF CLEVELAND  
FAIR EMPLOYMENT WAGE LAW REQUIREMENTS

NOTICE TO BIDDERS:

Introduction

The Cleveland City Council passed the Fair Employment Law on June 19, 2000 to be effective on January 1, 2001.

A contract that may be awarded pursuant to this bid is subject to the City of Cleveland Fair Employment Wage Ordinance, Chapter 189 of the Codified Ordinances, which requires, among other things, that unless specific exemptions apply, Covered Employers, as defined, under contracts with the City shall provide payment of a minimum level of compensation to employees. Failure to comply with that chapter and/or any implementing regulations may result in termination of the contract or debarment from future contracts.

Bid Schedules

Schedule 1	Declaration of Number of Employees
Schedule 2	Declaration of Health Insurance Coverage
Schedule 3	Affidavit of Compliance with C.O. Chapter 189
Schedule 4	Statement of Current Contracts with the City

Fair Employment Wage

From October 1, 2005 to September 30, 2006, the Fair Employment Wage is at least \$10.00 per hour.

## Covered Employers

The Fair Employment Law is applicable to employers described below. The applicable employers are referred to as "Covered Employers". Covered Employers include entities described below that contract directly with the City and any subcontractors of those entities. Subcontractors of Covered Employers are not restricted to those providing a particular good or service or those of a particular size.

1. You or your company will provide one of the following services to the City of Cleveland as a primary part of the contract to be awarded hereunder:

- Food Service
- Janitorial
- Security Services
- Parking Lot Attendants
- Home Health Care Aides
- Waste Management
- Automotive Repair Services
- Landscaping
- Towing
- Building and Maintenance Services
- Carpentry
- Clerical Services
- Urban Forestry
- Housekeeping
- Street Maintenance and Repair
- Sidewalk Maintenance and Repair;

and

2. The aggregate value of all such outstanding service contracts with the City and the bidder and the contract on which you are bidding is at least \$25,000;

and

3. The bidder is either

(a) a for profit company with at least 20 employees at the time of execution of a contract with the City;

or

(b) a non-profit employer with at least 50 employees at the time of execution of a contract with the City and the salary ratio between the highest and lowest paid employees is more than 5 to 1.

### Covered Employees

#### A. Definition.

The Fair Employment Law applies to the following employees, who are referred to as "Covered Employees" in the ordinance:

1. Any person employed by or working as a trainee for a Covered Employer who is a for-profit contractor or subcontractor on a City Service Contract.

2. Any person employed by or working as a trainee for a Covered Employer who is a non-profit contractor on a City Service Contract if such person expends at least half of his or her time performing such services pursuant to such Service Contracts.

#### B. Exclusions.

The following categories of employees are not Covered Employees under the Fair Employment Wage Law.

1. Uncompensated volunteers
2. Individuals in job training programs with classroom instruction where the individual is a client of the program
3. Employees who work on public construction projects subject to state or federal wage rate laws.
4. Employees covered by collective bargaining agreements or the Railway Labor Act

5. Employees of commercial retail establishments
6. Persons not employed in the State of Ohio
7. Persons under 18 years of age
8. Persons working, on average, less than 30 hours per week

### Exemptions from Fair Employment Wage Law

The Cleveland City Council, by ordinance, may grant a partial or whole exemption from the requirements of the Fair Employment Wage Law based on hardship. You must demonstrate a specific, particular harm that would be felt uniquely by you if the law were to be applied. Economic harm alone will not suffice to demonstrate hardship unless it is of a type that would not affect any other actual competitor for the contract or subcontract. The following types of specific particular harm may provide grounds for a hardship exemption:

1. a loss of profitability that will result in the elimination of jobs
2. a loss in profits that will substantially impact your long-term stability
3. as to not-for-profit community or social service agencies or organizations, a substantial hindrance in the ability to deliver service

To apply for an exemption, you may direct your application to the Applicable Director through the Commissioner of Purchases and Supplies. Your request should include the wage paid by you to your employees, a detailed explanation of how the payment of the Fair Employment Wage will cause particular harm to you and supporting financial statements or other documents. A determination about whether to submit legislation to Council allowing an exemption will be made within ten days of your request. If legislation is submitted to Council to approve an exemption, the Council must then consider and pass that legislation before an exemption will be granted.

### Health Care Insurance Preference

The bidder may be eligible for a preference if you provide reasonable health care insurance coverage to employees who work over 30 hours a week. However, no preference shall be given if the price bid for the service

contract exceeds the lowest price bid by more than five percent (5%). Section 189.031 of the Codified Ordinances of the City of Cleveland defines reasonable health care coverage as a plan that is comparable or superior to the family health care plan offered by the City of Cleveland to its employees. In order for the plan to be deemed comparable or superior, the plan must meet or exceed the plan of the City of Cleveland in the following respects:

- The amount of the employee contribution
- The amount of any deductible
- The amount of any co-payments
- Whether dental insurance is provided
- The range of services covered

You or your company may also be eligible for a preference if you can demonstrate that you have offered reasonable health care insurance to your employees, but as a group they have refused that insurance.

#### Record-keeping Responsibilities

You or your company shall be obligated to maintain payroll and related records for three years following the termination of an agreement with the City. Those records shall contain the following information:

1. employee names
2. employee address
3. employee job titles
4. employee classifications
5. the number of hours worked by employees each day
6. employee gross wages earned
7. deductions made on those gross wages
8. net wages paid to employees
9. a record of contributions to health care plans
10. any other data that the City may require

Upon demand of the City, you or your company shall provide access to the payroll records required to be maintained, and shall allow City representatives to observe work being performed and to interview

employees as may be necessary to monitor compliance or to investigate a charge of noncompliance with the Fair Employment Wage provisions.

#### Employee Notice Requirements

You or your company shall provide notice to employees of their rights arising under the Fair Employment Wage Law. The City will provide this notice to you and you must post it in a conspicuous place frequented by Covered Employees in your workplace.

You or your company shall inform eligible employees of the Earned Income Credit and provide the necessary forms in English, Spanish and other languages spoken by a significant number of employees.

#### City Resident Hiring

The bidder shall establish a goal that at least forty percent (40%) of persons newly hired to perform work on a contract shall be residents of the City of Cleveland.

#### Compliance with Federal Laws

The bidder shall comply with all applicable Federal labor laws, including the National Labor Relations Act.



SCHEDULE 1

DECLARATION OF NUMBER OF  
PERSONS EMPLOYED BY THE BIDDER

1. Are you a for-profit \_\_\_\_\_ or a non-profit \_\_\_\_\_ entity?

2.

Number of Current Employees

Number of Employees If Contract Is  
Awarded

\_\_\_\_\_

\_\_\_\_\_

\*  
\*  
\*  
\*  
\*

3. If you are a non-profit entity, what is highest amount paid to any employee ( please identify in what increment that amount is paid)? \_\_\_\_\_

4. If you are a non-profit entity, what is the lowest amount paid to any employee (please identify in what increment that amount is paid)? \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

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

## SCHEDULE 2

### DECLARATION OF HEALTH INSURANCE COVERAGE

**NOTE: All bidders must complete items 1 and 2.**

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

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

\_\_\_\_\_Yes      \_\_\_\_\_No

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

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

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



4. Have you offered reasonable health care insurance to your employees that they, as a group, have refused? \_\_\_\_\_yes \_\_\_\_\_no

When? \_\_\_\_\_

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

\_\_\_\_\_  
Name: \_\_\_\_\_

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

SCHEDULE 3

AFFIDAVIT OF COMPLIANCE WITH CLEVELAND CODIFIED  
ORDINANCE CHAPTER 189

County of \_\_\_\_\_ )  
 ) ss:  
State of \_\_\_\_\_ )

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

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

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

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

\_\_\_\_\_ YES                      \_\_\_\_\_ NO

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_

Name: \_\_\_\_\_

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

SWORN TO BEFORE ME and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

## SCHEDULE 4

### CURRENT CONTRACTS WITH THE CITY

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

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



City of Cleveland  
Justin Bibb, Mayor

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# ATTENTION BIDDERS

## Office of Equal Opportunity Material Supplier Subcontracting Goal Credit Rules

As described in Section 19 of the OEO Notice to Bidders:

**Sixty percent (60%) of expenditures to certified CSB, MBE or FBE suppliers that are not manufacturers will be counted towards CSB, MBE or FBE participation goals for the contract, provided that the CSB, MBE or FBE supplier performs a commercially useful function in the supply process.**

- The CSB, MBE or FBE must be **CERTIFIED** by the Office of Equal Opportunity as a material supplier for the materials listed on Schedule 2. If the CSB, MBE or FBE is NOT certified as a material supplier for the materials listed on Schedule 2, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract. It is the responsibility of the Bidder to confirm that the CSB, MBE or FBE material supplier is currently certified by the Office of Equal Opportunity.
- Where CSB, MBE and FBE firms are providing both **LABOR and MATERIAL SUPPLIES**, the award amounts of the labor and the material supplies must be separately listed on the lines provided on OEO Schedule 2. Any Labor award amounts will be evaluated at 100% credit, and any material supply award amounts will be evaluated at 60% credit. If the labor award(s) are not separated from the material supply award(s), OEO will evaluate the entire subcontract award at 60% of the award amount.
- If a CSB, MBE or FBE supplier **IS NOT** a manufacturer and is not performing a "commercially useful function" (See Section 19 in the OEO Notice to Bidders) in the supply process, the supplier's participation will not be counted towards the CSB, MBE or FBE participation on the contract.



**MAYOR'S OFFICE OF EQUAL OPPORTUNITY**

**CLEVELAND AREA BUSINESS CODE**

**NOTICE TO BIDDERS**  
**&**  
**OEO SCHEDULES**

**City of Cleveland**  
**Justin Bibb, Mayor**

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**Tyson Mitchell, Director**  
Office of Equal Opportunity



**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:

**20% 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](#).

**City of Cleveland  
Mayor's Office of Equal Opportunity**

**Cleveland Area Business Code**

**NOTICE TO BIDDERS**

**1. Introduction:**

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

**2. Definitions:**

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

- (a) "Bidder" means a Person offering to contract with the City in response to an invitation to bid.
- (b) "Bid Discount" means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.
- (c) "Business Enterprise" means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.
- (d) "City" means the City of Cleveland, Ohio.
- (e) "City of Cleveland Small Business" or "CCSB" means a CSB that has its principal office located physically within the municipal boundaries of the City.
- (f) "Cleveland Area Small Business" or "CSB" means a Business Enterprise certified under division (a) of Section 187.03.
- (g) "Cleveland Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28. As of June 8, 2018, the geographic market identified in a disparity study purposes for MBE and FBE certification and contracting benefits includes Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio.
- (h) "Contract" means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.
- (i) "Contracting Department" includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City enters into a particular Contract.

- (j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs, MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.
- (k) "Director" means the Director of the Office of Equal Opportunity.
- (l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.
- (m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.
- (n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.
- (o) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.
- (p) "Local Producer" means a Person that:
  - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
  - (2)
    - A. grows food or fabricates goods, whether or not finished, from organic or raw materials;
    - B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;
    - C. supplies goods by performing a Commercially Useful Function; or
    - D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.
- (q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.
- (r) "Local Sustainable Business" means a Business Enterprise that:
  - (1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
  - (2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

- (s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.
- (t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.
- (u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.
- (v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.
- (w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.
- (x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

**3. Required OEO Schedules:**

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

**Schedule 1: PROJECT CONTACT INFORMATION FORM**

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

**Schedule 2: CERTIFIED MBE/FBE/CSB SUBCONTRACTOR PARTICIPATION COMMITMENT**

Schedule 2, the CERTIFIED MBE/FBE/CSB SUBCONTRACTOR PARTICIPATION COMMITMENT, identifies and verifies the certified MBE, FBE, and/or CSB subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete Schedule 2 for each and every certified MBE, FBE and/or CSB subcontractor that the Bidder or Proposer intends to use on the project. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding 1 dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 should be an actual dollar amount, and should not be a range of values or a percentage of the contract. If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

**Schedule 3: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

Schedule 3, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, documents the non-certified subcontractors that the Bidder intends to use on the project. Schedule 3 must include the contact information for the subcontractor, the Spec Item and Type of Work or Materials the subcontractor is expected to provide for the project, and the value of the subcontract. All non-certified subcontractors must be listed on Schedule 3, but certified CSB, MBE and/or FBE Subcontractors that have already been listed on a Schedule 2 do not need to be included on Schedule 3. Schedule 3 must be signed by an authorized representative of the Bidder.

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

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

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal.

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

#### **4. Equal Employment Certification:**

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

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

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

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
  - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or

adversely affect an individual's employment status for an unlawful discriminatory reason.

- (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

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

## **5. Good Faith Effort Evaluation**

The Office of Equal Opportunity will evaluate OEO Schedules submitted as part of a contract bid or proposal to determine whether or not the Bidder or Proposer has demonstrated a good faith effort to meet the MBE, FBE, and/or CSB subcontracting goals established in the invitation to bid or request for proposal. OEO will submit this evaluation to the contracting City Department, which may consider the results of the evaluation in determining the lowest responsible bid submitted for the contract. The City of Cleveland may reject any bid where OEO has determined that the Bidder has not demonstrated a good faith effort to meet the subcontracting goals.

The City of Cleveland may award a contract to a Bidder who has not demonstrated a good faith effort to meet the subcontracting goals where the City determines that the bid otherwise remains the lowest responsible bid for the contract.

## **6. CSB Certification:**

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

There are two classifications of CSBs:

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

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

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

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

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

## **7. CSB Contract Participation**

In an effort to promote the participation of Cleveland-area Small Businesses (CSBs) in City contracts, each Contracting Department of the City will use its best efforts to contract with CSB Bidders and Proposers, and Bidders and Proposers that have committed to subcontracting with certified CSBs.

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

Construction Contracts:	<b>30% CSB Subcontractor Participation</b>
Professional Services Contracts:	<b>10% CSB Subcontractor Participation</b>
All Other Contracts:	<b>20% CSB Subcontractor Participation</b>

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

## **8. MBE/FBE Certification:**

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

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

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

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

- (1) The Business Enterprise is owned, operated and controlled by one or more Females who



- have at least 51% ownership;
- (2) The Female owners have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership; and
- (3) The Business Enterprise is located and doing business in the Cleveland Contracting Market.

**9. MBE and FBE Contract Participation**

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

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable.**

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

**10. MBE/FBE Bid Discounts:**

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

**11. MBE/FBE Evaluation Credits:**

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

**12. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:**

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

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

**13. CSB Bid Discounts:**

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

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

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

CCSBs.

**14. CSB Evaluation Credits:**

If a Contracting Department *does not apply an MBE or FBE Evaluation Credit* to one or more proposals for the award of a Contract, the Contracting Department may apply Evaluation Credits as follows for proposals received from CSB prime contractors:

- (1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.
- (2) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from RCSBs, provided no proposals are received from CCSBs.

**15. CSB Subcontracting Bid Discounts and Additional Retainage:**

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

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

**16. LPE and SUBE Certification:**

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

**17. LPE and SUBE Bid Discounts:**

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

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

**18. LPE and SUBE Evaluation Credits:**

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

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

**19. Maximum Annual Subcontracting Program Benefit:**

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

counted towards a Bidder or Proposer's CSB, MBE and/or FBE participation goals.

The Director may apply credit toward the CSB, MBE and/or FBE subcontractor participation goals upon written request of a Bidder or Proposer attesting that no other certified CSBs, MBEs or FBEs are available to perform the work or supply the materials required for the Contract, or in an emergency, or for such other reasons that the Director determines require use of that CSB, MBE or FBE.

Nothing prohibits a Bidder or Proposer from subcontracting to a CSB, MBE or FBE that has reached the cap, or prohibits the CSB, MBE or FBE from performing work or supplying materials under any contract. But that participation will not count towards the Bidder or Proposer's subcontracting goals.

**20. CSB/MBE/FBE Manufacturer and Supplier Participation:**

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

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

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

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

**21. Joint Ventures:**

Participation of CSBs, MBEs and FBEs in joint ventures is encouraged. To receive credit for CSB, MBE and/or FBE participation in a joint venture, the joint venture must be certified by the Office of Equal Opportunity. The CSB/MBE/FBE Joint Venture Certification Application is available from the Office of Equal Opportunity, and applications for joint venture certification must be received by the Office of Equal Opportunity no later than 10 days prior to the bid opening.

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

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 2, the Certified MBE/FBE/CSB Subcontractor Participation Commitment.

**23. Subcontractor Participation Compliance Monitoring**

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the

course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

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

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

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

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

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



City of Cleveland  
Office of Equal Opportunity  
Schedules

**THE OEO SCHEDULES ARE NOW  
AVAILABLE AS FILLABLE PDF  
DOCUMENTS AT THE OFFICE OF  
EQUAL OPPORTUNITY WEBSITE.**

**THIS IS THE PREFERRED FORMAT  
FOR SUBMITTING YOUR OEO  
SCHEDULES AS PART OF YOUR BID.**

**[WWW.CLEVELANDOHIO.GOV/OEO](http://WWW.CLEVELANDOHIO.GOV/OEO)**



## City of Cleveland Office of Equal Opportunity Schedules Checklist

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

### Schedule 1: Project Contact Information Form

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

### Schedule 2: Certified MBE/FBE/CSB Subcontractor Participation Commitment

- Did you specify the total dollar amounts for each subcontract?
- Did you verify that each subcontractor is certified for the type of work to be performed?
- If applicable, has the re-subcontracting section been completed?
- Is the form complete and signed by the subcontractor?

### Schedule 3: Schedule of Subcontractor Participation

- Did you specify the total dollar amount of the subcontract?

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

- Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
- Is the form complete and signed?

**City of Cleveland - Office of Equal Opportunity  
SCHEDULE 1: PROJECT CONTACT INFORMATION FORM**



Project Name:	
Bidder/Proposer Name:	

**Part I: Bidder Information**

Contractor's Full Legal Name:						
Contractor's Address:					Federal Tax ID Number (EIN):	
City:					State and Zip:	
Contractor's Principal Officer Name:					Phone Number:	
Contractor's Main Email Address:						
Contractor's Authorized OEO Representative Name:					Phone Number:	
Authorized OEO Representative Email Address:						
Are you Certified with the Office of Equal Opportunity? Check all that apply:	<input type="checkbox"/> CSB	<input type="checkbox"/> MBE	<input type="checkbox"/> FBE	<input type="checkbox"/> SUBE	<input type="checkbox"/> LPE	<input type="checkbox"/> SFP

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Bidder/Proposer Representative:

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



**City of Cleveland - Office of Equal Opportunity**  
**SCHEDULE 2: Certified MBE/FBE/CSB Subcontractor Participation Commitment**

Project Name:	
Bidder/Proposer Name:	

The subcontractor listed below is intended to fulfill the Minority-owned Business Enterprise (MBE), Female-owned Business Enterprise (FBE) and/or Cleveland-Area Small Business (CSB) participation goals established for this bid. Eligible subcontractors must be certified by the City of Cleveland Office of Equal Opportunity (OEO), both generally and for the specific type of work or supply furnished for the contract. The appropriate NAICS code should be included for the type of work listed below, or the bidder may not receive credit for the subcontractor's participation on the contract. **NOTE: Material Suppliers (not manufacturers) will receive credit for 60% of the value listed for its material supply subcontract amount in Part 4.**

<b>Subcontractor:</b>
Address:
City, State, Zip:
OEO Compliance Contact:
Contact Email Address:
Contact Phone:
OEO Certification: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/>
Federal Tax ID#/EIN:

Part 1: Contract Spec Item #	Part 2: NAICS Code	Part 3: Type of Work Performed and/or Materials Supplied	Part 4: Subcontract Amount
			\$
			\$
			\$
TOTAL			\$

The Bidder **may not substitute subcontractors** between the submission of bids and award of the contract. After the contract is awarded, the Bidder may not substitute or shift subcontractors without written approval of the Director of OEO.

The undersigned subcontractor is confirming that it is certified as a MBE, FBE, and/or CSB firm with the Office of Equal Opportunity, and is certified in the appropriate category, defined by NAICS codes, to provide the goods or services listed above. Both undersigned parties agree that, if awarded a contract, they will enter into a written agreement confirming the intentions documented above.

**RE-SUBCONTRACTING**

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

- Yes** If Yes, the subcontractor must complete additional Schedule 2 and/or Schedule 3 forms documenting the resubcontracting of work to certified and/or non-certified subcontractors. Failure to do so will be considered a lack of good faith effort to meet the MBE, FBE, and/or CSB subcontracting goals for this bid.
- No**

Authorized Bidder Representative:			
Signature:		Date:	

Authorized Subcontractor Representative:			
Signature:		Date:	





**City of Cleveland - Office of Equal Opportunity  
SCHEDULE 3: Schedule of Subcontractor Participation**

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE NON-CERTIFIED SUBCONTRACTORS and/or SUBCONSULTANTS expected to participate on this contract.

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
Contact Email Address:			\$
Contact Phone:			\$
Federal Tax ID#/EIN:	TOTAL		\$



**City of Cleveland - Office of Equal Opportunity  
 SCHEDULE 4: CSB/MBE/FBE SUBCONTRACTOR  
 UNAVAILABILITY/IMPRACTICALITY CERTIFICATION**

Project Name:	
Bidder/Proposer Name:	

Note: Prime contractors are expected to make a good faith effort to utilize CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in identifying and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

**Section A:**

Please check one of the following:

- 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.
- 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

If Box 1 is checked, no further documentation is necessary. Where Box 2 is checked, the Prime Contractor must provide a detailed explanation in Section B.

**Section B:**

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor **did not meet** the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

- 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. **Please use the unavailability letter codes found on the following page.**

CONTACTED CONTRACTOR	PROPOSED WORK/SUPPLIES	REASON FOR UNAVAILABILITY	DATE OF CONTACT	DATE RESPONSE RECEIVED
1.				
2.				
3.				
4.				

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

Authorized Representative:			
Signature:		Date:	

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

REASONS FOR **CSB/MBE/FBE** SUBCONTRACTOR UNAVAILABILITY

Instructions:

You may insert in Schedule 4, under the column Reasons for Unavailability, all letters identifying the reason why each prospective subcontractor listed on Schedule 4 was unable to prepare a bid or unavailable to participate on the City contract for which you are bidding.

Example Reasons for Unavailability

- A. Subcontractor did not respond to the Bidder's request for a quotation.
- B. Subcontractor responded to the Bidder's request but not as to the type of work or supplies for which requested.
- C. Subcontractor does not perform the specific work or furnish the specific supplies the Bidder requested, as part of the type(s) of work or supplies for which OEO has certified it as a CSB/MBE/FBE.
- D. Subcontractor is unavailable because its workforce is or will be fully employed on other work during time of contract performance.
- E. Subcontractor stated it had insufficient time or information on which to prepare a bid. F. Subcontractor's bid price(s) were too high to be competitive (Explain in detail).
- G. Other. (Explain in detail)

# Office of Equal Opportunity Reporting Submission Schedule

- Monthly Subcontractor Payment Reports in B2Gnow
- Certified Payroll Reports in LCPtracker

All required Office of Equal Opportunity (OEO) monthly reporting shall be submitted via the B2Gnow Contract Compliance Monitoring System ([cleveland.diversitycompliance.com](http://cleveland.diversitycompliance.com)) and the LCPtracker Certified Payroll Tracking System ([www.LCPtracker.net](http://www.LCPtracker.net) – for Construction Contracts over \$100,000) according to the following schedule:

<b>REPORTING MONTH</b>	<b>B2Gnow Monthly Audit Available</b>	<b>B2Gnow and LCPtracker REPORTING DUE</b>
<b>JANUARY</b>	1 <sup>st</sup> Monday in the <b>FEB.</b>	3 <sup>rd</sup> Friday in the <b>FEBRUARY</b>
<b>FEBRUARY</b>	1 <sup>st</sup> Monday in the <b>MAR.</b>	3 <sup>rd</sup> Friday in the <b>MARCH</b>
<b>MARCH</b>	1 <sup>st</sup> Monday in the <b>APRIL</b>	3 <sup>rd</sup> Friday in the <b>APRIL</b>
<b>APRIL</b>	1 <sup>st</sup> Monday in the <b>MAY</b>	3 <sup>rd</sup> Friday in the <b>MAY</b>
<b>MAY</b>	1 <sup>st</sup> Monday in the <b>JUNE</b>	3 <sup>rd</sup> Friday in the <b>JUNE</b>
<b>JUNE</b>	1 <sup>st</sup> Monday in the <b>JULY</b>	3 <sup>rd</sup> Friday in the <b>JULY</b>
<b>JULY</b>	1 <sup>st</sup> Monday in the <b>AUG.</b>	3 <sup>rd</sup> Friday in the <b>AUGUST</b>
<b>AUGUST</b>	1 <sup>st</sup> Monday in the <b>SEPT.</b>	3 <sup>rd</sup> Friday in the <b>SEPTEMBER</b>
<b>SEPTEMBER</b>	1 <sup>st</sup> Monday in the <b>OCT.</b>	3 <sup>rd</sup> Friday in the <b>OCTOBER</b>
<b>OCTOBER</b>	1 <sup>st</sup> Monday in the <b>NOV.</b>	3 <sup>rd</sup> Friday in the <b>NOVEMBER</b>
<b>NOVEMBER</b>	1 <sup>st</sup> Monday in the <b>DEC.</b>	3 <sup>rd</sup> Friday in the <b>DECEMBER</b>
<b>DECEMBER</b>	1 <sup>st</sup> Monday in the <b>JAN.</b>	3 <sup>rd</sup> Friday in the <b>JANUARY</b>