

# **BID ADVERTISEMENT FOR THE WEEKS OF**

**February 4, 2026 & February 11, 2026**

**BID OPENS - THURSDAY MARCH 5, 2026**

**FILE NO. 10-26 Labor & Materials for Repair and Maintenance Of Pipe Type  
Cable System**

FOR THE DIVISION OF CLEVELAND PUBLIC POWER FOR THE DEPARTMENT  
OF PUBLIC UTILITIES AS AUTHORIZED BY ORDINANCE 293-2025 PASSED BY  
COUNCIL APRIL 7, 2025.

There will be a NON-MANDATORY Pre-Bid Meeting, Thursday, February 12, 2026 at 10:30 am., Via Microsoft Teams. To call into meeting dial in 1-929-352-1743, Access Code 103 181 376#.

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

**Ordinance No. 293-2025**

**By Council Members:** Kazy and Griffin (by departmental request)

**An emergency ordinance authorizing the purchase by one or more requirement contracts of materials, equipment, supplies, and services needed to repair, replace, and maintain the high-voltage static transmission pipe-type cable system components; and for emergency oil spill cleanup, including labor and installation, if necessary, for the Division of Cleveland Public Power, Department of Public Utilities, for a period of two years, with two one-year options to renew, the first of which is exercisable through additional legislative authority.**

**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 the Director of Public Utilities is authorized to make one or more written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for a two-year period with two one-year options to renew of the necessary items of materials, equipment, supplies, and services needed to repair, replace, and maintain the high-voltage static transmission pipe-type cable system components; and for emergency oil spill cleanup, including labor and installation, if necessary, in the approximate amount as purchased during the preceding term, to be purchased by the Commissioner of Purchases and Supplies on a unit basis for the Division of Cleveland Public Power, Department of Public Utilities. The first of the one-year options to renew may not be exercised without additional legislative authority. If such additional legislative authority is granted and the first of the one-year options to renew is exercised, then the second of the one-year options to renew may be exercisable at the option of the Director of Public Utilities, without the necessity of obtaining additional authority of this Council. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines. Alternate bids for a period less than the specified term may be taken if desired by the Commissioner of Purchases and Supplies until provision is made for the requirements for the entire term.

**Section 2.** That the costs of the contract or contracts shall be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of any purchase under the contract, each of which purchases shall be made on order of the Commissioner of Purchases and Supplies by a delivery order issued against the contract or contracts and certified by the Director of Finance. (RQN 2004, RL 2025-14)

**Section 3.** That under division (b) of Section 108 of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with

other governmental agencies. The Director of Public Utilities may sign all documents that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

**Section 4.** 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 April 7, 2025.**

**Effective April 8, 2025.**

# City of Cleveland



DEPARTMENT OF FINANCE  
PAUL C. BARRETT  
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 (whether Unit, or Gross and extensions) clearly and accurately presented?
- 3. Is the delivery time stated? 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?
- 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?
- 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 for Bid Consideration

- 1. Do you have questions about a contract compliance certification number or a CSB/ minority/female business enterprise certification number, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 2. Is your contract compliance certification certificate, statement of deemed compliance, or an application for certification included in the bid?
- 3. If you are a Minority/Female/Cleveland Small Business Enterprise and or Local Producer/ Local Sustainable Business, do you include your MBE/FBE/LPE/SUBE certification certificate, or a completed application therein?
- 4. Did you read and complete OEO Schedules 1-4? Did you include signed Schedule 3's from all certified subcontractors?

#### 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 required Performance Bond referred to in paragraph A-8 of INSTRUCTIONS TO BIDDERS, and/or 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**
  - 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. Project Plan**
  - 1. Is all the required information given?
- L. Contractor Qualifications**
  - 1. **Is all the required information given if requested?**
- M. Additional Information:**
  - 1. **Wage Theft and Payroll Fraud Disclosure**  
Is the form signed and returned?
  - 2. **Project Labor Agreement (If included in the invitation to bid)**

Because of the large variety of commodities, services and improvements required by the City, additional information is often requested in a format not listed above. In such a case, please review your bid carefully to verify that you have accurately and completely supplied all such data. Should you have any questions, please call the Division of Purchases and Supplies (216/664-2620) for clarifications

## INSTRUCTIONS TO BIDDERS

### A-1 INVITATION TO BID

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

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

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

### A-3 BIDDERS AFFIDAVIT

Each bidder shall submit with its bid an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further stating that no such money or reward will be hereafter paid. This affidavit must be on the form which is hereto attached.

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

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

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

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

**A-6 EXPLANATIONS WRITTEN OR ORAL**

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

**A-7 PRICE BIDS AND DISCOUNTS**

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

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

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

**A-9 MANUFACTURER'S NAME**

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

**A-10    SAMPLES**

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

**A-11    TIME OF DELIVERY**

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

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

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

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

**A-13    REQUIREMENT CONTRACT DEFINED**

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

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

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

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

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

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

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

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

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

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

**c. Maximum Cumulative Amount of All Bid Discounts:**

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

**d. Comparison Bid to Determine Lowest and Best Bidder:**

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

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

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

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

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

Good faith participation shall include:

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

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

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

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

**A-19 SUBCONTRACTING:**

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

- b. If OEO Schedule 2 is not included in the bid documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.
- c. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award, but not approve a proposed subcontractor.
- d. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

**Request for Taxpayer  
 Identification Number and Certification**  
 Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.  
 See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)						
2 Business name/disregarded entity name, if different from above.						
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.						
<input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)						
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See Instructions						
5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)					
6 City, state, and ZIP code						
7 List account number(s) here (optional)						

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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

Social security number									
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>

or

Employer identification number									
<input type="text"/>	<input type="text"/>	-	<input type="text"/>						

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

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

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

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

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

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

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form, you:**

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. 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).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-BEXP (or other certification of non-foreign status).

**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 their 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 their 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, but are not limited to, 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, as described in item 4 under "By signing the filled-out form" 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.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

## What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. 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 are no longer 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.

• **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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** 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.

• **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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or	Individual/sole proprietor.
• Sole proprietorship	
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax classification:
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### 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 on 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 territory, 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 territory.
- 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 as defined under section 581.
- 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 Information, 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) entered 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 territory, 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, enter "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 ITIN. Enter it in the entry space for the Social security number. 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). 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 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/EIN](http://www.irs.gov/EIN). 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 Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**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)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	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 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
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 Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (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 on line 1, and enter your business or DBA name, if any, on line 2. 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.)

**Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

<sup>\*\*</sup>For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 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 877-777-4778 or TTY/TDD 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 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.

Go to [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. 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: Section 181.23 and Section 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ }

SS

## AFFIDAVIT

\_\_\_\_\_ being first duly  
sworn deposes and says:

**Individual only:** That he/she is an individual doing business under the name of \_\_\_\_\_, at \_\_\_\_\_, State of \_\_\_\_\_.

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

**Corporation only:** That he/she is the duly authorized, qualified and acting \_\_\_\_\_ of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_. And that he/she 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 the names and addresses of the members of said partnership: \_\_\_\_\_.

Affiant further says that said partnership is represented by the following attorneys: \_\_\_\_\_ and is also represent by the following resident agents in the City of Cleveland: \_\_\_\_\_.

**Corporation only:** Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:  
President: \_\_\_\_\_ Directors: \_\_\_\_\_  
Vice President: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_  
Cleveland Manager or Agent \_\_\_\_\_  
Attorneys: \_\_\_\_\_  
And that the following officers are duly authorized to execute contracts on behalf of said corporation:

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

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price 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 aid bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or 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 saith 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: Pipe Type Cable, Labor and Materials to Repair Replace and Maintain

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

# BID — SCHEDULE OF ITEMS

City of Cleveland Division of Purchases and Supplies 128 City Hall Cleveland, Ohio 44114		BID PAGE 1 OF 3			
		BIDDER MUST COMPLETE AND SIGN BELOW			
		NAME OF FIRM			
TITLE OF BID		STREET ADDRESS			
<b>Pipe Type Cable, Labor And Materials To Repair, Replace And Maintain</b>					
ORDINANCE NO.	PASSED:	SIGNED:			
293-2025	April 7, 2025	April 8, 2025			
DEPARTMENT	DIVISION				
Public Utilities	Cleveland Public Power				
CITY RECORD ADVERTISEMENT DATES February 4, 2026 and February 11, 2026		STANDARD CONTRACT BID			
		<input checked="" type="checkbox"/> REQUIREMENT CONTRACT BID			
BUYER  Jules Gilliam (216) 664-2621 jgilliam@clevelandohio.gov purchasing@clevelandohio.gov		BID OPENING: March 5, 2026  12:00 O'CLOCK NOON  OFFICIAL TIME			
		DATE:			
DESCRIPTION		QTY./UOM	UNIT PRICE	EXTENSION	
LABOR AND MATERIAL FOR REPAIR AND MAINTENANCE OF PIPE TYPE CABLE SYSTEM (DAILY AUTHORIZED SIGNATURE REQUIRED)					
<b>A. PROJECT MANAGER ( HOURLY WAGES )</b>					
A1. HOURLY REGULAR OR SINGLE TIME RATE		480	Hrs		
A2. HOURLY PREMIUM TIME RATE		240	Hrs		
A3. HOURLY DOUBLE TIME RATE		80	Hrs		
<b>B. SUPERINTENDENT</b>					
B1. HOURLY REGULAR OR SINGLE TIME RATE		480	Hrs		
B2. HOURLY PREMIUM TIME RATE		240	Hrs		
B3. HOURLY DOUBLE TIME RATE		80	Hrs		
<b>C. GENERAL FOREMAN</b>					
C1. HOURLY REGULAR OR SINGLE TIME RATE		480	Hrs		
C2. HOURLY PREMIUM TIME RATE		240	Hrs		
C3. HOURLY DOUBLE TIME RATE		80	Hrs		
<b>D. FOREMAN</b>					
D1. HOURLY REGULAR OR SINGLE TIME RATE		480	Hrs		
D2. HOURLY PREMIUM TIME RATE		240	Hrs		
D3. HOURLY DOUBLE TIME RATE		80	Hrs		
<b>E. SPLICER/WELDER</b>					
E1. HOURLY REGULAR OR SINGLE TIME RATE		480	Hrs		
E2. HOURLY PREMIUM TIME RATE		240	Hrs		
E3. HOURLY DOUBLE TIME RATE		80	Hrs		
TOTAL FOR A1. THRU E3.				\$	
ALL QUANTITIES ARE APPROXIMATE. The contract, if any, shall be for a period of two (2) years with two 1-year options to renew, the first of which is exercisable through additional legislative authority.				DEL. DAYS	PAYMENT DISCOUNT %
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.				FOR PURCHASING USE ONLY	

ITEM 7

**BID — SCHEDULE OF ITEMS**

BID PAGE 2 OF 3

City of Cleveland

BIDDER MUST SIGN AND DATE THIS SHEET

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

NAME OF FIRM

AUTHORIZED SIGNATURE

**TITLE OF BID****Pipe Type Cable, Labor And Materials To Repair, Replace And Maintain**

DATE

**DESCRIPTION****QTY./UOM****UNIT PRICE****EXTENSION****F. JOURNEYMAN LINEMAN**

F1. HOURLY REGULAR OR SINGLE TIME RATE

480

Hrs

F2. HOURLY PREMIUM TIME RATE

240

Hrs

F3. HOURLY DOUBLE TIME RATE

80

Hrs

**G. OPERATOR**

G1. HOURLY REGULAR OR SINGLE TIME RATE

480

Hrs

G2. HOURLY PREMIUM TIME RATE

240

Hrs

G3. HOURLY DOUBLE TIME RATE

80

Hrs

**H. GROUNDMAN**

H1. HOURLY REGULAR OR SINGLE TIME RATE

480

Hrs

H2. HOURLY PREMIUM TIME RATE

240

Hrs

H3. HOURLY DOUBLE TIME RATE

80

Hrs

**I. GROUNDMAN (LESS THAN 1 YEAR)**

I1. HOURLY REGULAR OR SINGLE TIME RATE

480

Hrs

I2. HOURLY PREMIUM TIME RATE

240

Hrs

I3. HOURLY DOUBLE TIME RATE

80

Hrs

**J. APPRENTICE (STEP 1)**

J1. HOURLY REGULAR OR SINGLE TIME RATE

480

Hrs

J2. HOURLY PREMIUM TIME RATE

240

Hrs

J3. HOURLY DOUBLE TIME RATE

80

Hrs

**K. APPRENTICE (STEP 2)**

K1. HOURLY REGULAR OR SINGLE TIME RATE

480

Hrs

K2. HOURLY PREMIUM TIME RATE

240

Hrs

K3. HOURLY DOUBLE TIME RATE

80

Hrs

**L. APPRENTICE (STEP 3)**

L1. HOURLY REGULAR OR SINGLE TIME RATE

480

Hrs

L2. HOURLY PREMIUM TIME RATE

240

Hrs

L3. HOURLY DOUBLE TIME RATE

80

Hrs

TOTAL FOR F1. THRU L3.

\$

ALL QUANTITIES ARE APPROXIMATE. This contract, if any, shall be for a period of two (2) years with two 1-year options to renew, the first of which is exercisable through additional legislative authority.

DEL. DAYS

PAYMENT DISCOUNT %

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.

FOR PURCHASING USE ONLY

**BID — SCHEDULE OF ITEMS**

BID PAGE 3 OF 3

City of Cleveland

BIDDER MUST SIGN AND DATE THIS SHEET

Division of Purchases And Supplies

NAME OF FIRM

128 City Hall

AUTHORIZED SIGNATURE

Cleveland, Ohio 44114

**TITLE OF BID****Pipe Type Cable, Labor And Materials To Repair, Replace And Maintain**

DATE

## DESCRIPTION

## QTY./UOM

## UNIT PRICE

## EXTENSION

**M. APPRENTICE (STEP 4)**

M1. HOURLY REGULAR OR SINGLE TIME RATE

480

Hrs

M2. HOURLY PREMIUM TIME RATE

240

Hrs

M3. HOURLY DOUBLE TIME RATE

80

Hrs

**N. APPRENTICE (STEP 5)**

N1. HOURLY REGULAR OR SINGLE TIME RATE

480

Hrs

N2. HOURLY PREMIUM TIME RATE

240

Hrs

N3. HOURLY DOUBLE TIME RATE

80

Hrs

**O. APPRENTICE (STEP 6)**

O1. HOURLY REGULAR OR SINGLE TIME RATE

480

Hrs

O2. HOURLY PREMIUM TIME RATE

240

Hrs

O3. HOURLY DOUBLE TIME RATE

80

Hrs

**P. MISCELLANEOUS ITEMS & ALLOWANCES**

P1. MATERIAL COST (SEE SECTION D16.2)

Allowance

\$200,000.00

P2. EQUIPMENT COST, PER BIDDER SUPPLIED PRICE SHEET (SEE SECTION D16.2)

Allowance

\$60,000.00

P3. EQUIPMENT RENTAL, NOT INCLUDED IN ABOVE ITEM (SEE SECTION D16.3) COST + \_\_\_\_ %  
MARKUP

\$20,000.00

P4. SUBCONTRACTOR COST (SEE SECTION D16.4) COST + \_\_\_\_ % MARKUP

\$200,000.00

**SEE SECTION C.17, D.2 AND D.16**

P5. TRAVEL AT COST

Allowance

\$12,000.00

P6. LODGING AT COST

Allowance

\$20,000.00

P7. DAILY PER DIEM PER PERSON RATE \$\_\_\_\_\_ (per day per person)

180 DAYS

(Max. \$56 per City of Cleveland Travel Policy-Daily per Diem per person, per day)

TOTAL FOR M1. THRU P7.

\$

TOTAL BID FOR ALL ITEMS

\$

ALL QUANTITIES ARE APPROXIMATE. This contract, if any, shall be for a period of two (2) years with two 1-year options to renew, the first of which is exercisable through additional legislative authority.

DEL. DAYS

PAYMENT DISCOUNT %

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.

FOR PURCHASING USE ONLY

**ITEM 7**

## GENERAL CONDITIONS

### B-1 CONSIDERATION OF BIDS.

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

### B-2 UNACCEPTABLE BIDS.

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

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

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

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

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

### B-5 WITHDRAWAL OF BID.

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

### B-6 TIME OF AWARD.

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

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

### B-7 AWARD CONTRACT.

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

**B-8 PERFORMANCE BOND.**

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

B. No performance bond will be required on any contract in the amount of \$100,000 or less issued pursuant to this Invitation to Bid (ITB). Any contract over \$100,000 but not more than \$250,000 shall require a bond of twenty-five percent (25%) of the contract price, and any contract over \$250,000 shall require a bond of fifty percent (50%).

**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 of 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 any 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.

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**C.1. SCOPE OF SERVICES**

This specification is to provide the requirements and guidelines for one or more REQUIREMENT CONTRACT(S) to furnish labor and material for the field inspection, testing, and repair/replacement services needed to restore operability of underground 69kV and 138kV pipe-type cable and related substation equipment including the cathodic protection as required by the Division of Cleveland Public Power (CPP), Department of Public Utilities (DPU). Repairs of overhead transmission lines and lower voltage distribution lines whether overhead or underground is not included in the scope of this contract.

All work shall be performed in accordance with the Occupational Safety and Health Act (OSHA) standards. Testing and repair/replacement shall meet standards set forth in the National Electrical Testing Association (NETA) with respect to applicable Institute of Electrical and Electronic Engineers (IEEE), National Electric Safety Code (NESC), National Electric Code (NEC), American National Standards Institute (ANSI), National Electrical Manufacturers Association (NEMA), Insulating Cable Engineers Association (ICEA), and Association of Edison Illuminating Companies (AEIC) standards. Wherever applicable, state and local codes and ordinances shall be followed.

**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.

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- 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.
- D. Wage Theft and Payroll Fraud Disclosure
  - 1. If any adverse determinations have been made, please attach.
  - 2. Complete and sign the bottom page.

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 or contracts shall be for a period of Two (2) years, with two one-year options to renew, the first of which is exercisable by additional legislative authority.

If the City chooses to exercise its option to renew the contract for an additional period, the Contractor will be responsible for providing a performance bond, or rider extending the original performance bond from their surety company. Upon receipt of the performance bond, the City will issue a Notice to Proceed. The contractor shall not commence performance of any renewal term unless and until the City, through the Utilities Director, exercises its option to renew and then issues a Notice to Proceed.

**C.4. PRE-BID MEETING/LAST DAY FOR QUESTIONS**

- A. A pre-bid meeting will be held on the date and time as per the advertisement announcement. Bidders are cautioned that questions, clarifications, and information that may result from this meeting, could affect your bid. In addition, by City of Cleveland (City) policy, this is the only opportunity for potential bidders to speak directly with Cleveland Public Power (CPP) personnel prior to the award of the contract. Attendance at the pre-bid meeting is non-mandatory.

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B. The last day for questions is five (5) business days before the bid opening date by 12:00 p.m. All questions must be submitted in writing via email to the buyer, Jules Gilliam at: [jgilliam@clevelandohio.gov](mailto:jgilliam@clevelandohio.gov) and to Purchase & Supplies at [purchase@clevelandohio.gov](mailto:purchase@clevelandohio.gov) or by fax to 216-664-2275.

**C.5. QUANTITIES**

The quantities of work to be done or material or equipment to be furnished as given for each item on the Bid - Schedule of Items pages are approximates only. They are not guaranteed to be accurate statements and quantities to be performed or furnished under this contract, and any departure therefrom shall not be considered as valid grounds for any claims 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 prices quoted shall be on a per unit basis as indicated on the Bid - Schedule of Items pages and shall include all costs for handling and delivery, F.O.B. point of delivery. All prices bid shall remain firm throughout the contract term, as well as the optional years, if exercised by the City.

Manufacturer's name, if requested, shall be entered in the proper spaces on the Bid Schedule of Items pages for equipment being specified.

Bidders shall quote their best/normal delivery time in weeks after receipt of order.

**C.7. EVALUATION OF BIDS**

The Division of Cleveland Public Power will accept the lowest and best bid pricing for the total bid price of all items called out in the specification as the intent is to award a single contract to one vendor. The Division of Cleveland Public Power has estimated cost of parts for testing, repairing and maintaining equipment; however, the Division of Cleveland Public Power will not guarantee the number of and/or types of repairs it will require. The bidder shall complete the Bid - Schedule of Items pages. Completion of the Bid - Schedule of Items pages for Hourly Wage Rates is required. Bids received without completion of the Bid - Schedule of Items for Hourly Wage Rates will be considered incomplete and will be rejected.

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Performance, cost, timeliness and safety shall be considered as of the essence of the contract and/or contracts.

**C.8. MATHEMATICAL ERRORS**

- A. If a bidder makes any mathematical errors in the bid sheets such that some or all of the bid numbers are mathematically inconsistent with each other, the City shall correct such errors as follows. The lowest level values or unit prices shall be deemed as indicating the bidder's true intent and shall be accepted as correct. All further calculations shall then be corrected, and these corrected values shall be cascaded throughout the entire set of bid sheets, potentially affecting the bidder's final bid price. Calculations subject to such correction include, but are not limited to:
  1. The summing of labor and material unit prices into a total unit price.
  2. The multiplication of unit price times quantity to arrive at the extension cost.
  3. The summing of individual line items into totals or subtotals
  4. The multiplication of any subtotals or other values by contingency percentages or other factors, if contingency allowance applies.
  5. The transferring of subtotals or values from one sheet to another
- B. If the correction of any errors has an effect on the award of the contract, only the directly affected bidders will be notified in writing of the corrections and their affects.

**C.9. METHOD OF AWARD**

The award shall be made to the lowest and best bidder based upon quoted prices, delivery time, discounts offered and conformance to specifications.

**C.10. DOCUMENTATION TO BE SUBMITTED WITH BID**

The bidder is required to submit with his bid a list of customers with contact information for the past 5 years and present customers to demonstrate experience present in the field of high voltage static transmission cable systems. This listing shall include the name of the organizations employing the bidder, address, telephone number and the name of the contact person for each organization. Naming City of Cleveland personnel shall not

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constitute references. CPP reserves the right to reject bids based on inadequate documentation of the experience of the bidder.

**C.11. SECURITY**

To ensure the safety and security of the power system, CPP requires that the winning bidder provide faxed information to verify the identity of driver and employees, as well as the license plate and make of the vehicle that will be used to enter CPP facilities. Contractor agrees to cease work at no cost to the City until breaches of security are remedied.

**C.12. SUBCONTRACTORS**

If the bidder chooses to use subcontractors, the same documentation and requirements that are required by the contractor will be applied to all subcontractors. The contractor will be solely responsible to CPP for all subcontractors' conduct including for security. If the bidder chooses to use subcontractors, the bidder shall submit a list of subcontractors with the bid.

**C.13. PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE  
INSURANCE REQUIREMENTS**

**C.13.1.** 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

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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.

**NOTE: Self-insurance is not acceptable.**

**C.13.2.** General Liability (Including but not limited to Bodily Injury, Property Damage, Contractual Liability, Owners and Contractors Protective Liability, Products/Completed Operations and Personal Injury)

Such policy or policies shall be in an amount not less than a combined 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. Such coverage shall be on an occurrence basis. Coverage shall not be on a claim made basis. If a deductible or self-insured retention is assumed, it may not exceed \$50,000.00 per occurrence and in the aggregate.

This insurance shall include coverage for damage of property of an 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.13.3. Special Hazards**

The following special hazards shall be covered during the life of this Contract by rider or riders to the policy or policies above required, or by separate policies of insurance in amounts as follows:

**C.13.3.1 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.

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**C.13.3.2.**

Any policies or certificates provided shall contain a special provision requiring the insurer, no less than 10 days prior to material change in, cancellation, reduction, lapse or non-renewal of the insurance afforded by the policy or policies with respect to the contract involved, to give written notice by certified mail to the Director of Finance. The provision may not contain language such as "endeavor to" or "failure to give such notice shall impose no liability or obligation of any kind on the company or its representatives" or any similar language limiting or abating the above requirement.

**C.14. INVOICING (Supplement to General Conditions Section B-21)**

**A. INVOICING**

The Contractor shall submit invoices for payment that appropriately reflect the work performed as required. Invoices must be typed and legible. Each invoice must be mailed as specified below:

Original invoice to the Department of Public Utilities, ATTN: Payable Unit, 1201 Lakeside Avenue, 4<sup>th</sup> Floor South, Cleveland, OH 44114. The email address is Payables\_Unit@ClevelandWater.com.

Duplicate invoices shall be emailed to the individual named on the Delivery Order at Cleveland Public Power.

1. The failure to deliver copies of invoices to the indicated location may lead to delays in payment.
2. A copy of the invoice should be delivered to the CPP location as listed on the delivery order.

**B. PAYMENT**

1. The vendor must adhere to the terms set forth above and under C-13 Delivery and C-15 Invoicing. CPP will review invoices upon receiving them. In order to perform this review, CPP requires all of the following documents.

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2. Relevant sections (e.g., the Schedule of Items section) of the contract with vendor.
3. A City of Cleveland Delivery Order (DO) that authorized the specific materials being invoiced.
4. Delivery documentation (e.g., Delivery Slip, Packing Slip, etc.), with an acknowledgement signature and date from a CPP employee; and
5. 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, invoice 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 Account subsequently handles processing of the payment request, and the Division of Treasury issues the payment.

Contractor shall submit one (1) original and one copy for payment to Cleveland Public Power. Contractor shall furnish additional and/or substantiate information as directed by Cleveland Public Power. These requirements are a condition for all payments.

Payment application/invoices shall be reviewed/verified/audited by Cleveland Public Power. Cleveland Public Power shall have up to 30 calendar days from receipt of invoices to accomplish this task, provided Contractor has met all invoicing requirements. Invoices shall not be processed until resolution of any outstanding discrepancies. Cleveland Public Power at its sole discretion reserves the right to make changes to invoices for minor errors and/or mistakes.

Cleveland Public Power shall process payment applications and invoices through the normal City of Cleveland payment system, sequencing and channels after Cleveland Public Power has approved invoices.

**C.15. PREVAILING RATES OF WAGES**

Each person employed by the Contractor or by the Subcontractor for the work herein specified shall be paid the prevailing rates of wages as determined by the State of Ohio's Department of Commerce, Wage and Hour Bureau. Copies of the State's published and approved prevailing wage schedules can be obtained from

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the Department of Public Utilities Contract Compliance Unit.

In the event the wage scale for any labor classification is changed between the time the schedule was approved and the time the work required by this contract is performed, or in the event any class of labor employed under this contract, is not included in the published schedule of prevailing wages, then the rate prevailing at the time the work is actually performed as ascertained and determined by the State of Ohio's Department of Commerce, Wage and Hour Bureau shall govern the work done under this contract.

**C.15.1 WAGE RATE REPORTING**

Each contractor and sub-contractor subject to Chapter 4115 of the Ohio Revised Code shall, as soon as he begins performance under his contract with any contracting public authority, supply to the prevailing wage coordinator for DPU, DeAndrea Pruitt, ( Contract Compliance Unit, 1201 Lakeside Avenue, 4<sup>th</sup> Floor South, Cleveland, OH 44114), contracting public authority a schedule of the dates during the life of his contract with the authority on which he is required to pay wages to employees. He shall also deliver to the CPP prevailing wage coordinator a certified copy of his payroll, within two weeks after the initial pay date, and supplemental report for each month thereafter which shall exhibit for each employee paid any wages, the following information:

- Contractor (or Subcontractor) Name, as it appears on the Contract;
- Contractor (or Subcontractor) Mailing Address;
- Contractor (or Subcontractor) Telephone Number;
- Contractor (or Subcontractor) Facsimile Number;
- Contractor Federal Tax Identification Number;
- Name of prime Contractor;
- Contract Number;
- Contract Name/Title;
- Timeframe that the certified payroll report covers;
- A detailed listing of employee information, including:
  - First and Last Name of each employee working on any job under the prime's contract during the certified payroll timeframe;
  - Current Home Address of each employee listed;
  - Social Security Number of each employee listed;
  - Sex of each employee listed;

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- Race of each employee listed;
- Work Class of each employee listed (in accord with the work classes defined by the Ohio Department of Commerce, Wage and Hour Bureau);
- Hours Worked under the prime's contract for each employee listed, by day/date and separately identified as regular time or overtime;
- Total Hours Worked under the prime's contract for each employee listed;
- Base Rate for each employee listed, by the Work Class applied to the specific work performed;
- Gross Earnings of each employee listed;
- Each deductions and deduction amount for each employee listed, including medical, social security, pension, vacation, union dues, et cetera;
- Total taxes withheld of each employee listed;
- Net Earnings of each employee listed.

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

If the life of the contract is expected to be no more than four months from the beginning of performance by the contractor or sub-contractor, such supplemental reports shall be filed each week after the initial report.

**C.15.2 WAGE REPORT COMPLIANCE**

Each contractor or sub-contractor shall file with the contracting public authority upon completion of the contract, or portion thereof, and prior to final payment thereof an affidavit stating that he has fully complied with Chapter 4115 of the Revised Code. Said Affidavit is to be filed with the Commissioner of Accounts.

In addition to filing with Accounts, upon completion of the contract term and prior to final payment thereof, each Contractor or Subcontractor shall file with CPP Contracts Administration an affidavit stating that it has fully complied with Chapter 4115 of the Ohio Revised Code. Failure to do so may result in the withholding of

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remaining payments until submission.

All communications, document submissions, questions, et cetera regarding prevailing wage requirements should be directed to the following: Division of Cleveland Public Power, Attn: Contracts Administration, 1300 Lakeside Avenue, Cleveland, OH 44114.

**C.16. DELIVERY (Supplement to General Conditions Section B-14)**

At least 24 hour notice shall be given to the City's contact person of any deliveries. All items to be furnished and as ordered under the terms of these specifications shall be delivered between the hours of 8:30 A.M. and 3:30 P.M., Monday through Friday, to the City of Cleveland, Division of Cleveland Public Power:

To facilitate unloading, all items of a size which makes them hard to handle or requiring offloading with equipment are to be delivered in open trucks without any additional charges. Cleveland Public Power may refuse delivery of any items that do not meet the conditions stated above.

**C.17. FAMILIARITY WITH THE WORK**

This contract is for the repair and maintenance of the existing Cleveland Public Power pipe type cable systems. In conjunction with the repair and maintenance of these existing systems the work may require updating/replacement of portions to keep present equipment operational.

**C.18. MATERIAL GUARANTEE**

The bidder shall guarantee that the material as furnished by him shall be free from all inherent defects of design, material and workmanship for a period of at least one year after delivery or the maximum period established by the manufacturer whichever is best. Bidder further agrees to pass on to Cleveland Public Power the guarantee furnished by the manufacturer of the material supplied under this contract. He shall rectify, entirely at his own expense, any inherent defects that may develop in the said guarantee period. Also see D.14 of the Detailed Specifications for Warranty of Work.

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**PIPE TYPE CABLE, LABOR AND MATERIALS TO REPAIR, REPLACE AND  
MAINTAIN**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

**C.19. PREFERENCE FOR RECYCLED MATERIALS**

Whenever the total price submitted by a bidder who includes recycled products and materials does not exceed by more than 5% of the lowest price bid without recycled products and materials, that bid will be given preference provided that those recycled products and materials are readily procurable and are of equal or superior quality to products and materials made from non-recycled components.

**C.20. SPECIAL PROVISIONS RELATING TO ACCEPTANCE OF DELIVERY**

Anything in Paragraph B-25 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 subject to this invitation to bid, the date for the acceptance of delivery of said items shall be as fixed by the Board of Control Resolution making the award of the contract. 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.

**C.21. 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.22. METHOD OF SHIPMENT**

All items shall be shipped as standard packages, except as noted on each Delivery Order, and shall be properly wrapped and identified.

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**C.23. REQUESTS FOR FINANCIAL REPORTS**

Cleveland Public Power may request the selected vendor(s) to provide reports, on an as-needed basis, that account for the quantity of items ordered, along with the cost per item charged. The financial 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.24. LABOR, PARTS, MATERIALS, EQUIPMENT AND/OR SUPPLIES  
NECESSARY TO MAINTAIN, REPAIR, REPLACE AND TEST HIGH VOLTAGE PIPE-  
TYPE CABLE INCLUDING PROVISION OF EMERGENCY RESPONSE and  
TRANSPORTATION EXPENSES**

The Contractor, when required by the Division of Cleveland Public Power or its designated Consulting Engineer, shall supply labor, materials, parts, equipment and supplies to maintain, repair, replace and test high voltage pipe type cable upon prior approval of the Director and based upon a written estimated determination of proposed charges for the items in the Bid Schedule of Items pages. The work to be performed shall be on an as needed basis and may be Emergency in nature calling for 24 hour, on-call, response. Historically, work on the pipe type cable system is of such import as to require overnight stays and greater than 8 hour days for the successful bidder if the Contractor is located more than 2 hours away from the City of Cleveland. Therefore, applicable portions of the City of Cleveland's Travel Policy have been incorporated in these specifications and shall govern the expense reimbursement for travel, lodging and related expenses should such expenses be incurred. The actual charges for the lodging and travel shall be paid as reimbursement to the Contractor by CPP once any and all required documentation is submitted by the contractor and verified by CPP with the monthly invoice for the work performed.

**C.24.1. COMMENCEMENT OF CHARGES**

The per diem shall cover meals, and any other allowed expenses incurred by the labor employed by the Contractor not included in actual lodging and travel. However, such expenses which are not included in "actual lodging and travel" must be thoroughly documented by original receipts. The successful bidder must be able to produce such verification of the expenses at the request of CPP to validate all charges. The travel and lodging is chargeable to CPP by the day beginning with the

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first day reporting to perform the work, and ending with the day of completion of the work as described in the Bid Schedule of Items pages as Travel, Lodging and Daily Per Diem. Actual charges for lodging and travel cost shall consist of hotel lodging, parking charges, and turnpike tolls. CPP will not provide reimbursement for any other charges. The Per Diem charges shall not be applicable for any subcontractors on this contract.

**C.24.2. AUTHORIZING PAYMENTS**

Any and all work that shall require payment at either Premium Time or Double Time as defined by Section D.16 shall be approved by an authorized CPP representative in advance of the work being performed. The Contractor is responsible for obtaining this written approval, specifically by documenting the name of the CPP representative authorizing the work. The Contractor cannot invoice CPP for such work without the appropriate approval. Written approval of the verbal notice to proceed for emergency repair work must be obtained within 24-hours of the start of work, unless delayed by weekend or holiday. Then written approval must be obtained on the first business day.

All requests for expense reimbursement shall comply with the City of Cleveland Travel Policy which has been incorporated herein and must be for labor employed by the successful bidder on work performed on CPP's high pressure pipe type cable system. CPP shall be the sole determiner of customary and reasonable charges.

**All work performed shall be provided by labor under the skilled craft prevailing wage provisions of the Ohio Department of Commerce for the jurisdiction covered in the local unions.**

**C.25. 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 >**

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**SECTION D – DETAILED SPECIFICATIONS**

**D.1. EMERGENCY RESPONSE**

The contractor will provide labor, material and equipment to maintain the high voltage static pipe-type transmission cable system for the Division of Cleveland Power, Department of Public Utilities that is meant to improve the integrity and ensure the reliability and quality of Cleveland Public Power's underground 69kV and 138kV feeders and their associated substations. Contractor shall provide emergency response. Contractor must supply Cleveland Public Power with a 24-hour emergency response number. Contractor must respond with a return call within 1.5 hours and field personnel on site within 5 hours.

**D.1.1. EMERGENCY CALL OUT**

The Contractor shall receive emergency calls verbally via telephone, or in writing via fax or email. Contractor agrees to dispatch personnel necessary to review, assess and discuss the repair/replacement plan with CPP. A preliminary plan of action will be determined and a scope of work, time frame and procedure will be mutually agreed upon between the Contractor and CPP. CPP will approve, in writing, the written schedule of the emergency repair estimate prior to the contractor and CPP's repair/replacement plan implementation

**D.1.2. WORK TIMEFRAME**

The condition of the damaged cable system shall control the extent of the maintenance repair/replacement necessary. Contractor shall provide a work plan. The Contractor's work plan schedule shall be based on working 5 days per week, single shift, eight hours per day or 4 days per week, single shift, 10 hours per day. CPP will make daily inspections of the work and authorize contractor progress. The Contractor will provide CPP with a Time and Material daily report that shall have daily description of work accomplishments, names, job titles, number of hours authorized to be paid to personnel, equipment, material used and detail any new problems encountered on the daily signoffs. At CPP's sole discretion, may require Contractor to base its schedule on an accelerated work schedule or multiple shifts. Contractor shall not schedule work on Holidays without obtaining prior written approval from CPP.

**D.2. TRANSPORTATION**

The contractor shall be responsible for transportation of any equipment, material and personnel required to accomplish the scope of work based upon the work plan schedule in D.1.2. Lodging for out-of-town personnel, costs plus percentages, daily per diems and travel costs shall be included in the Bid-Schedule of Items pages and noted in any clarifications included with the bid. Reimbursement for travel, lodging and related expenses shall be governed by the City of Cleveland's Travel Policy which has been incorporated into

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these specifications (see Section D-15 for the applicable instructions).

**D.3. SAFETY**

The contractor shall coordinate with Cleveland Public Power on the safe Lockout/Tagout procedure when required on each job with respect to OSHA and each company's specific working rules and conditions. As can be expected, work will be done on de-energized equipment whenever possible but can occur in close proximity to energized circuits.

**D.4. TRAFFIC CONTROL**

Contractor must arrange and be responsible for traffic control including police officers, if necessary, flag men, barricades, cones and obtaining any permits as required. Contractor reimbursement for Traffic Control will be as bid on the Bid-Schedule of Items pages. Documentation of costs is required to be included when contractor submits invoice for payment.

**D.4.1. MAINTAINING TRAFFIC**

The Contractor shall be required to comply with the following conditions on the work site. The cost of maintaining traffic as herein described below shall be included in the price(s) bid for Traffic Control on the Bid-Schedule of Items pages.

**D.4.2. TRAFFIC DEVICES**

Contractor shall furnish and maintain all required traffic control devices, including but not limited to weighted drums, traffic cones, traffic control signs, barricades, warning and flasher lights, and any and all other warning or traffic channeling devices required for the control of traffic in the construction area.

**D.4.3. RESTORING TRAFFIC**

Contractor shall place, relocate and remove the traffic control devices as needed and in accordance with all applicable regulations.

**D.4.4. TRAFFIC CHANGES**

Contractor shall make any and all changes of the arrangement of warning and channeling devices as required by the progress of the work and when the flow of traffic must be changed or be maintained as required.

**D.4.5. ASSISTING TRAFFIC FLOW**

Contractor shall provide competent flagmen and/or off-duty policemen to assist the flow of traffic and for the safe maneuvering of equipment and trucks used for construction work under this contract. Flagman and/or off-duty policemen must be

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on duty at all times when construction work is in progress.

**D.4.6. TRAFFIC LIGHTING**

All barricades shall have the necessary lighting to provide a warning to approaching vehicles. The Contractor shall maintain these lights.

**D.4.7. TRAFFIC CONTROL PURCHASES**

Items purchased to maintain traffic and reimbursed to the Contractor as invoiced costs under this contract shall remain the property of the City of Cleveland, Department of Utilities, Division of Cleveland Public Power. Contractor will submit items to Cleveland Public Power upon completion of the work to be performed under this contract. Contractor shall submit the items (if any) and a list of the inventory prior to contract close out.

**D.5. INSPECTION, TESTING AND RESULTING DOCUMENTATION AND  
MANUALS**

Cleveland Public Power shall be provided with all test results, including optional retrofit or replacement, all service manuals, warranties, and as built wiring diagrams including how they interface with the existing Cleveland Public Power switchgear, equipment and breakers.

**D5.1. TEST REPORTS**

Test reports shall be provided to Cleveland Public Power in writing in a timely fashion upon completion of the work. If the City of Cleveland determines the work to be done in phases, written reports shall follow each phase, upon request.

**D5.2. OIL TESTING**

When needed, the insulating/cooling cable oil shall be dielectrically tested using a test set that complies with ASTM D877, ASTM D1816 standards. Oil testing will be necessary whenever a splice is opened, whenever the oil system is exposed to air (does not include oil kept under a blanket of nitrogen gas), or after potheads are bled.

**D.6. OIL SPILLS**

Contractor must have the knowledge, experience and ability to contain and clean all oil spills in connection with the high voltage static transmission cable system in accordance with the standards of the EPA, Ohio EPA, Coast Guard, and other applicable agencies.

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**D.7. DESIGN INTERFACE WITH EXISTING EQUIPMENT**

All equipment installed shall interface with existing Cleveland Public Power equipment and substations with respect to SCADA, alarm points, supply voltage and control circuitry.

**D.8. CONTROL WIRING**

Control wiring shall be oil, weather, and flame resistant and rated for 90 degrees C for dry locations and 75 degrees C for wet locations. Conductors shall be identified with individual wire markers.

**D.9. INSTALLATION AND ACCEPTANCE**

Contractor shall fully assemble equipment in accordance with the manufacturer's instruction in the location agreed to by Cleveland Public Power and turned over to Cleveland Public Power fully operational.

**D.9.1. CONTRACTOR FIELD REPRESENTATIVE**

The contractor's field representative shall be on site each working day. This person shall be the job superintendent with the experience and capability to make on the spot decisions as to the integrity of each split sleeve, bridge pipe support, rollers and frames.

**D.9.2. INSPECTOR**

Cleveland Public Power reserves the right to have an inspector present during the installation of equipment and revisions/repairs for quality assurance and subsequent familiarity with the installation.

**D.9.3. WELDER**

Contractor will supply a high-pressure pipe welder certified in accordance with API code 1104 within the preceding 6 months for all welding required on this project.

**D.9.4. CONTRACTOR AND SUBCONTRACTOR WAGES**

Each laborer, workman or mechanic employed by the Contractor for the work herein specified or by the sub-contractor, or by other persons upon such work, shall be paid the prevailing rates of wages as determined by the State of Ohio's Department of Commerce, Wage and Hour Bureau, the published and approved schedule of which may be obtained at the office of the Prevailing Wage Coordinator for the Division of Public Power (CPP).

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**D.10. SUBCONTRACTOR LISTING**

The contractor **must** provide a **complete** listing **in the bid response** of all subcontractors to be utilized for services including but not limited to engineering, electrical testing, oil testing, site security, excavation, oil handling and oil spill clean-up, contract amounts and calculated percentage to be utilized on this contract and include same in the Office of Equal Opportunity section of the bid documents. **See instructions for OEO Schedule 1-4. All proposed subcontractors must be listed in the bid whether they are certified or not. All subcontractors and changes to subcontractors require approval of the City's Board of Control.**

**D.10.1. SUBCONTRACTOR INVOICING**

The Contractor shall provide documentation of subcontractor to date list of billing categories and payments made to subcontractors and costs for which contractor submits for payment on invoices to Cleveland Public Power. This is a material requirement for receiving reimbursement from Cleveland Public Power.

**D.10.2. CONTRACTOR PAYMENTS**

Invoices submitted by the contractor shall only include items listed in the Bid Schedule of Items pages.

**D.11. MAJOR CUSTOMER LIST**

The contractor shall provide a listing of customers with contact information for the past 5 years and present customers to demonstrate experience present in the field of high voltage static transmission cable systems.

**D.12. CLEAN UP**

Cleveland Public Power may elect to provide its own personnel and equipment to clean, remove muck and pump manholes for access to repair areas.

**D.13. WARRANTY OF WORK**

Contractor shall warrant all work performed on any repair and/or replacement of Cleveland Public Power's pipe type cable systems for a minimum of one year after the work is complete.

**D.14. GENERAL LABOR AND MATERIAL**

The labor and material will include but is not limited to repairs, as needed, of the pipe type

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cable system, including such material as splicing sleeves, supports, rollers, cable and Raychem heat shrink sleeves.

**D.15. DEFINITION OF WORK AND WORKING HOURS**

The following are the rules regarding how the work hours will be divided based on what will be considered 'Regular Single-Time', Premium-Time', and 'Double-Time'; the wage rate at which individual workers are paid must be in keeping with the State of Ohio's Prevailing Wage Rates as described in Section D.9.4 when applicable. These rules regarding the division of hours shall apply to both the prime contractor and subcontractors on this contract. Whenever ordered by CPP, the Contractor shall not use Premium-Time and Double-Time.

**D.15.1. LABOR DAY/HOURS**

- **REGULAR SINGLE TIME** – 8 hours work per day, Monday thru Friday.
- **PREMIUM TIME** – Any time over the 8 hour work day, Monday thru Friday and the first 8 hours of Saturday Work.
- **DOUBLE TIME** – Saturday work over the first 8 hours, all Sunday and Legal Holiday work. However, the "Legal Holiday" rate will only apply if the contractor is, per their normal operating procedures, recognizing that holiday as part of their regularly scheduled calendar – if the contractor does not already recognize the holiday as being outside of their normal business schedule then they cannot, for the purposes of this contract consider that day as a holiday to be paid the difference by the City.

***BIDDERS MUST COMPLETE THE BID SCHEDULE OF ITEMS PAGES FOR LABOR CATEGORIES.***

**D.15.2. MATERIAL and EQUIPMENT COST (Owned Listing)**

The Contractor shall provide a listing of chargeable costs for owned material and equipment that may potentially be used in repair/replacement of the high pressure pipe type cable. The contractor will submit the list of owned material and equipment for CPP approval with the bid documents. There shall be no markup of costs for Items P1 and P2.

**D.15.3. EQUIPMENT RENTAL**

The Contractor shall submit a list of equipment for rental with the work plan. Contractor shall determine means and methods. However, a percentage mark-up chargeable to CPP for equipment used in the repair/replacement of the high pressure pipe type cable shall be allowed. Contractor will then submit copies of the invoice for equipment rental in order to receive reimbursement payment for the

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equipment rental. **The extension cost for this line item is to be determined by the bidder multiplying the allowance amount by the bidder's markup cost.**

**D.15.4. SUBCONTRACTOR COST**

The Bid Schedule of Items shall include a cost for Subcontractors hired by the Contractor and necessary to complete the work on the high pressure pipe type cable. These subcontractors shall be subject to the prevailing wage reporting as outlined in D.9.4 through D.9.7. **The extension cost for this line item is to be determined by the bidder multiplying the allowance amount by the bidder's markup cost.**

**TRAVEL, LODGING AND PER DIEM (See attached DPU Reimbursement Policy)**  
Authorized travel expenses should not be considered an allowance. Travel costs should be the least possible cost to the City while maintaining an adequate level of comfort and personal safety. Only original receipts will be accepted for reimbursement.

**D.15.6. UN-AUTHORIZED EXPENSES**

UN-authorized expenses will NOT be reimbursed under any circumstances.  
Examples of expenses not authorized shall include but is not limited to:

- Alcoholic Beverages.
- Entertainment.
- Spousal, Domestic Partner or Family member accommodations.
- Cosmetic Items.
- Laundry and Dry Cleaning.
- In-room Movies, Games, Valet Services.
- Vehicle Repairs.
- Parking Tickets/Traffic Violations and costs due to driver negligence.
- Meal Costs Exceeding the Maximum per day.
- Grooming, Spa and Convenience charges.

**< END OF SECTION D >**

## NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor

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

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

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

## SUPPLEMENTAL NOTICE TO BIDDERS

**SUBJECT:** Submission

### 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 prior to any contract being awarded by the City. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.

## Prevailing Wage Notification

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

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

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

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

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

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

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

The Contractor and all subcontractors shall submit to the City's Prevailing Wage Coordinator (CPWC) or other designated Department Representative, certified payrolls on form whpw1509 or equivalent form meeting the reporting requirements established by Ohio Revised Code Chapter 4115, in accordance with Sections 4115.07 and 4115.0719(c) O.R.C., three weeks after the start

of work and every subsequent week until the completion of the project. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council must accompany all certified payrolls submitted for all apprentices working on the contract.

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

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

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

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

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

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

Dps  
08/22/08



Department  
of Commerce

Division of Industrial Compliance

## PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

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

### General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

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

### Penalties for violation

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

### Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Bureau of Wage and Hour Administration  
6606 Tussing Road  
Reynoldsburg, OH 43068-9099

614-644-2239  
Fax 614-728-8839  
TTY/TDD 800-750-0750  
com.ohio.gov

An Equal Opportunity Employer and Service Provider



Department  
of Commerce

Division of Industrial Compliance

### Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
  1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
  2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
  3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
  1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
  2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
  1. Time cards, time sheets, daily work records, etc.
  2. Payroll ledger/journals and canceled checks\check register.
  3. Fringe benefit records must include program, address, account number, & canceled checks.
  4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
  5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
  1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**

Bureau of Wage and Hour Administration  
6606 Tussing Road  
Reynoldsburg, OH 43068-9099

614-644-2239  
Fax 614-728-8639  
TTY/TDD 800-750-0750  
com.ohio.gov

An Equal Opportunity Employer and Service Provider



**Department  
of Commerce**

Division of Industrial Compliance

- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
  - 1. Employees' names, addresses, and social security numbers.
    - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
  - 2. Employees' work classification.
    - a. Be specific about the laborers and/or operators (Group)
    - b. For all apprentices, show level/year and percent of journeyman's rate
  - 3. Hours worked on the project for each employee.
    - a. The number of hours worked in each day and the total number of hours worked each week.
  - 4. Hourly rate for each employee.
    - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
    - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
  - 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
    - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
    - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the **total yearly contribution by 2080**.
  - 6. Gross amount earned on all projects during the pay period.
  - 7. Total deductions from employee's wages.
  - 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.



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

#### INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

##### General

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

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

##### Certified Payroll Heading

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

##### Information by Column

- 1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- 2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio Department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
- 3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example: M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (S1) straight time hours and (OT) overtime hours. All hours worked after 40 must be paid at the appropriate overtime rate.
- 4. Project Total Hours: Total the hours entered for pay period.
- 5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways:
  - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
  - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
  - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- 6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
- 7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved Plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
- 8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- 9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- 10. Self explanatory.
- 11. Self explanatory.
- 12. Self explanatory.

Division of Industrial Compliance & Labor  
6000 Tusting Road  
Reynoldsburg, OH 43062

Phone 614.844.2223

Fax 614.844.2518

Email [IC@can.state.oh.us](mailto:IC@can.state.oh.us)

Webmaster

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

**CONNECT WITH US**



**LOOKUP SERVICES**

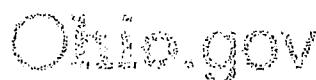
Registered Contractor List  
Oiler Information Database  
Building Code Compliance Electronic Plan  
Submission  
Board Of Building Appeals Case Lookup  
Elevator Database Lookup

**RESOURCES**

Federal Wage and Hour  
U.S. Consumer Product Safety  
Commissioner  
National Electric Fire Alarm and Sprinkler  
Codes  
Motor Labor Law Poster  
2017 Minimum Wage Poster  
2013 Minimum Wage Poster

**ABOUT INDUSTRIAL  
COMPLIANCE**

Director Sheryl Maxwell  
Supervisory Staff Editor



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# PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

“New” construction threshold for <i>Building</i> Construction:	\$250,000
“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building</i> Construction:	\$75,000

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<b>As of January 1, 2022:</b>	
“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$96,091
“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$28,789

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce  
Division of Industrial Compliance  
Bureau of Wage and Hour Administration  
6606 Tussing Road, PO Box 4009  
Reynoldsburg, Ohio 43068-9009  
Phone: 614-644-2239  
Fax: 614-728-8639  
[www.com.ohio.gov](http://www.com.ohio.gov)



Department  
of Commerce

Division of Industrial Compliance

## Affidavit of Compliance

### Prevailing Wages

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

do hereby certify that the wages paid to all employees of

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

for all hours worked on the

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

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

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

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

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

(Notary Public)

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



## **WAGE THEFT AND PAYROLL FRAUD DISCLOSURE**

### **SUMMARY:**

Bidders on certain City contracts, recipients of Assistance, and any of their prospective subcontractors must disclose any wage theft or payroll fraud violations over the last three years. Unless they receive a waiver from the City's Fair Wage Employment Board, violators are placed on the City's Adverse Determination List, which prevents them from entering into new contracts with or receiving Assistance from the City. This disclosure requirement and the waiver process are set forth in Chapter 190 of the Codified Ordinances of Cleveland, Ohio, 1976 ("Chapter 190").

### **INSTRUCTIONS:**

Pursuant to Chapter 190, the information requested on this document must be provided by any person or entity bidding on or making a proposal for a Construction or Improvement Contract or a Service Contract, or applying for Assistance, and any of their prospective subcontractors.

Any person or entity that is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract.

### **DEFINITIONS:**

"Adverse Determination" means a final action or adjudication that the person or entity in question has committed Wage Theft or Payroll Fraud and is further defined in Chapter 190.

"Assistance" means any form of City financial assistance, except for financial assistance provided for the development, rehabilitation or other means of providing residential housing. Assistance includes but is not limited to: grants; economic development loans; tax credits, incentives and abatements; subsidies; and bonds. Assistance does not include financial assistance which is received from another government or other entity with the City acting only as a conduit or fiscal agent for the funds, where the City exercises no control over the identity of any recipient or of the terms of the contract. Community Development Block Grant Funds are not considered conduit funds and, to the extent they otherwise qualify, are included as Assistance.

"Construction or Improvement Contract" means any contract entered into pursuant to Chapter 167 or Chapter 185 of the Codified Ordinances.

"Payroll Fraud" means concealing an entity's true payroll tax liability or other financial liability to a government agency from government licensing, regulatory or taxing agencies through misclassification of employees, failure to report or underreported



payment of wages, or executing a cash transaction while failing to maintain proper records of reporting and withholding.

“Service Contract” means any contract or subcontract between a person, business or corporation and the City of Cleveland that primarily involves the furnishing of services to the City (as opposed to the purchase of goods or other property or the leasing of property), and shall be limited to the following categories of services: food service, janitorial, security services, parking lot attendants, home health care, health care aides, waste management, automotive repair services, landscaping, towing contracts, building and maintenance services, carpentry, clerical services, urban forestry, housekeeping, street maintenance and repair, and sidewalk maintenance and repair. This includes services performed on City-owned premises including the following City-owned locations: airports, parking lots, municipal parks, recreational facilities, and City-owned buildings. Contracts that are primarily for the purchase of goods or other property are not considered Service Contracts.

“Wage Theft” means a violation of the Ohio Prompt Pay Statute, RC 4113.15; the Ohio Minimum Fair Wage Standards Act, RC Chapter 4111; Oh. Const. Art. II, Sec. 34a; RC Chapters 4109 or 4115; RC 4113.17, 4113.18, 4113.52 or 4113.61; or a violation of any substantially equivalent federal or state law; as any of these laws may be amended or superseded.

**CHECK WHICHEVER IS APPLICABLE:**

(A)  The undersigned person or entity HAS NOT had any Adverse Determinations within the last three (3) years.

(B)  The undersigned person or entity HAS had any Adverse Determinations within the last three (3) years.

If (B) is checked, then in an attachment(s) to this form, please disclose all Adverse Determinations within the last three (3) years.

Name of Person or Entity: \_\_\_\_\_

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

Printed Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

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



**MAYOR'S OFFICE OF EQUAL OPPORTUNITY**

**CLEVELAND AREA BUSINESS CODE**

**NOTICE TO BIDDERS  
&  
OEO SCHEDULES**

**City of Cleveland  
Justin Bibb, Mayor**

---

**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

- (2) have at least 51% ownership;
- (3) 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><u>REPORTING MONTH</u></b>	<b><u>B2Gnow Monthly Audit Available</u></b>	<b><u>B2Gnow and LCPtracker REPORTING DUE</u></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>