

# BID ADVERTISEMENT FOR THE WEEKS OF

January 21, 2026 & January 28, 2026

## BID OPENS - THURSDAY FEBRUARY 19, 2026

**FILE NO. 7-26 Tank and Tower Inspection, Cleaning and Maintenance**

FOR THE DIVISION OF WATER FOR THE DEPARTMENT OF PUBLIC UTILITIES  
AS AUTHORIZED BY ORDINANCE 181.101 PASSED BY COUNCIL OCTOBER 15,  
2018.

There will be a **NON-MANDATORY Pre-Bid Meeting, Thursday, January 29, 2026 at 2:30 pm., Via Microsoft Teams. To call into meeting dial in 1-929-352-1743, Access Code 245 987 457#.**

**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

### **§ 181.101 Purchase or Rental of Commodities, Goods, and Services**

(a) The Director of Finance, or other appropriate director, is authorized to enter into one (1) or more standard or requirement contracts for purchase or rental agreements or leases with or without an option to purchase, when the Director of Finance determines they are financially advantageous, duly let to the lowest and best bidder following the procedures stated in Section 181.10, for the following commodities, goods, or services that are required for the usual daily operation of the various departments of the City, provided that the estimated amount per contract year on any individual contract shall not exceed two hundred fifty thousand dollars (\$250,000.00):

(1) Except when a public improvement, building construction materials including, but not limited to, bricks, ready-mix concrete, dry wall, lumber, paint, and roofing;

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

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

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

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

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

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

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

(9) Food and beverages for facility-user consumption at Camp Forbes, and for resale at Highland and Seneca Golf Courses;

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

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

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

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

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

(15) Mail, messenger, and moving services;

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

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

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

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

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

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

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

(23) Recreation and sports equipment;

(24) Snow and ice removal services;

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

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

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

(b) That under Section 108(b) of the Charter, the purchases authorized by this section may be made through cooperative agreements with other governmental agencies. The Director of Finance may sign all documents that are necessary to make the purchases, and may enter into one (1) or more contracts with the vendors selected through that cooperative process.

(Ord. No. 1115-18. Passed 10-15-18, eff. 10-17-18)

# 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**



## 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**

## 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.



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-8EXP (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 • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

### Line 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>1</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.

\*\* 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.

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 said bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or 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)  $\Rightarrow$  \_\_\_\_\_

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 Tank and Tower Inspection, Cleaning and Maintenance

FOR THE Department of Public Utilities, Division of Water

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

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

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

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

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

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

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

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

SIGN HERE CORPORATION OR FIRM

BY \_\_\_\_\_

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

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

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

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

<b>BID - SCHEDULE OF ITEMS</b> City of Cleveland Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				BID PAGE <u>1</u> OF <u>1</u> BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID <b>TANK AND TOWER INSPECTION, CLEANING AND MAINTENANCE</b>				NAME OF FIRM	
ORDINANCE NO. 181.101				PASSED October 15, 2018	
DEPARTMENT PUBLIC UTILITIES				DIVISION WATER	
CITY RECORD ADVERTISEMENT DATES				STANDARD CONTRACT BID <input type="checkbox"/>	
BUYER Jules Gilliam - 216-664-2621 jgilliam@clevelandohio.gov purchasing@clevelandohio.gov				BID OPENING 12:00 O'CLOCK NOON OFFICIAL TIME	
SIGNED: October 17, 2018				CITY STATE ZIP CODE	
CITY RECORD ADVERTISEMENT DATES				<input checked="" type="checkbox"/> REQUIREMENT CONTRACT BID	
AUTHORIZED SIGNATURE				DATE	
BID ITEMS	DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION	
	Provide drained tank inspection and cleaning as per the specifications at locations in Appendix A.				
1.01	0.3 Million Gallon elevated tank	1			
1.02	0.4 Million Gallon elevated tank	1			
1.03	0.5 Million Gallon elevated tank	3			
1.04	0.75 Million Gallon elevated tank	1			
1.05	1 Million Gallon elevated tank	5			
1.06	2 Million Gallon elevated tank	2			
1.07	2 Million Gallon ground level tank	1			
1.08	3 Million Gallon elevated tank	2			
1.09	3 Million Gallon ground level tank	3			
1.10	5 Million Gallon ground level tank	1			
1.11	5 Million Gallon underground reservoir	1			
1.12	10 Million Gallon ground level tank	3			
1.13	23 Million Gallon ground level reservoir	1			
1.14	Allowance for delivery/freight and materials/labor for unknown situations as per C-12.	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
			<b>BID TOTAL</b>		
ALL ITEMS ARE APPROXIMATE QUANTITIES. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO YEARS, NOT TO EXCEED \$250,000.00 PER YEAR.			DELIVERY (Days)	PAYMENT DISCOUNT	
				%	Days
FOR PURCHASING USE ONLY					
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.					

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

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

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

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

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

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

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

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

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

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

**B-13 PATENTS.**

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

**B-14 DELIVERY.**

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

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

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

**B-15 LABORATORY TEST.**

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

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

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

**B-17 SAFEGUARDS.**

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

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

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

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

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

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

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

**B-21 INVOICING AND PAYMENT.**

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

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

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

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

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

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

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

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

**B-22 EQUAL OPPORTUNITY.**

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

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

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

**B-23 DURATION OF CONTRACT.**

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

**B-24 REDUCTION IN PRICES.**

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

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

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

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

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

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

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

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

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

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

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

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

**B-28 INDEMNITY**

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

**B-29 WARRANTY**

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

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

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

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

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

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

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

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

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

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

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

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

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND – DIVISION OF WATER**

**TANK AND TOWER INSPECTION, CLEANING, AND MAINTENANCE**

**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

**C-1 SCOPE**

This document provides specifications for a requirement contract for the purchase of tank and tower inspections, cleaning/disinfection, and general tank maintenance. The tank inspections shall be performed with the inspection report template excel file provided by the city, included will be any recommendations and photographic record. The tanks will be pressure washed, and sediment removed and disposed of by the contractor. The Division of Water (CWD) intends to use this specification and the resulting requirement contract for tank and tower inspections, cleaning/disinfection, and general tank maintenance for a period of two years. Pricing to held for the contract duration.

Inspections shall include interior and exterior coating analysis, structural performance, electrical equipment and controls, mechanical equipment, and civil/site assessment.

The disinfection of facilities carrying potable water shall be done by the Contractor in strict conformance to current AWWA Standard C652-19. This standard requires the use of chlorine as the disinfecting agent and will be followed with the exceptions noted. Facilities shall include ground tanks and elevated towers.

The contractor shall use Process 2 of chlorination specified in AWWA C652-19.

Requirements for Cleaning and Inspecting Towers

- At least six years' experience.
- Must be able to climb 120 to 150 feet with OSHA compliant fall protection equipment.
- Must clean up after the job is completed.
- All work performed Monday thru Friday 7:00am – 3:30pm. 40hr workweek.
- Vendor will be responsible for all safety equipment, programs and training associated with completing the task.
- Must provide a site-specific safety plan for approval.
- Contractor must have their headquarters within 100 miles of the City of Cleveland (City) for emergency response purposes.
- Contractor must have a minimum AMPP Certified Coatings Inspectors (fka NACE CIP Level 2) on staff.
- Contractor must perform all aspects of inspections, cleaning and maintenance operations in house, without the use of subcontractors

If the initial disinfection fails to produce satisfactory bacteriological samples, the structure shall be disinfected again and resampled. Rechlorination shall continue until satisfactory bacteria sample results are achieved. Reflushing and rechlorination shall be done by the contractor without cost to the City until the samples indicate acceptable bacteriological quality.

The work shall include general maintenance consisting work such as upgrading safety equipment, installing new access points, freeze-proof vents, interior/exterior coating repair, structural repair, fixing control systems, and installing or troubleshooting sensors for tank level measurements.

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OSHA Requirements

Fall Protection:

- Use of proper fall protection equipment such as harnesses, lanyards, and lifelines.
- Fall protection training for all workers involved in tasks where there is a risk of falling.
- Inspection and maintenance of fall protection equipment to ensure it is in good working condition.
- Implementation of appropriate fall protection systems such as guardrails, safety nets, or personal fall arrest systems depending on the nature of the work and the environment.

Confined Space Entry:

- Identification and evaluation of associated hazards associated with the entry.
- Vendor to have a confined space entry program that includes training, procedures, and permits associated with the task.
- Testing the atmosphere for toxic gases, flammable vapors, and oxygen levels before and during entry.
- Use of appropriate personal protective equipment (PPE) such as respiratory protection (if applicable), harnesses, and lifelines.
- Implementation of ventilation and other control measures to eliminate or control hazards within the confined space.
- Identify rescue procedures and provision of necessary equipment and training for confined space rescue.

**C-2 CITY FORMS**

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

A. Bid Bond

1. Use the City's Bid Bond form.
2. Follow the instructions in Part B and C of the Bidder's Check List completely.
3. A bid bond is not required if your total bid is \$50,000.00 or less.

B. Bid Form

1. Indicate whether you are submitting a bid bond or a cashier's check/certified check in the amount of 5% of your bid total.
2. The information at the bottom of the page must be filled out completely and signed by an officer of the corporation or firm.

C. Affidavit

1. The first three lines of the affidavit must be filled out stating the state, county, and name of the person being sworn.
2. The state on page one must be the same state as the notary's commission stamp that appears at the bottom of page two.
3. The date their commission expires must be displayed by the Notary at the bottom of page two.

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4. Be sure that the proper lines are used on page two for signing for the person that is being sworn.
  5. 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. Sign at the bottom of page 2.

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

**C-3 PRE-BID MEETING/LAST DAY FOR QUESTIONS**

- A. A pre-bid meeting will be held on the date and time as per the advertisement announcement. Bidders are cautioned that questions, clarifications, and information that may result from this meeting, could affect your bid. In addition, by City policy, this is the only opportunity for potential bidders to speak directly with DPU personnel prior to the award of the contract. Attendance at the pre-bid meeting is non-mandatory.
- B. The last day for questions is seven business days before the bid opening date. All questions should be submitted in writing to the buyer's attention, by email, at [igilliam@clevelandohio.gov](mailto:igilliam@clevelandohio.gov) and [purchasing@clevelandohio.gov](mailto:purchasing@clevelandohio.gov) or via fax: 216-664-2275.

**C-4 MATERIALS**

The vendor shall supply all materials needed for the inspections, cleaning/disinfection, and general tank maintenance.

**C-5 INVOICING AND PAYMENT**

The City shall pay vendor for all materials used under this contract at the materials discount or material mark-up percentages indicated on the Bid - Schedule of Items page. It should also be noted that CWD will not assume or pay for material handling, cartage fees or taxes. Bidder assumes this liability solely. No separate delivery charges shall be considered or paid, except for emergency situations only.

Vendor must provide copies of manufacturers' list prices to verify discount. This documentation must be submitted with all invoices.

Vendor must submit separate invoices for each division. The original invoice must be mailed to the "Bill To" address on the Delivery Order, which is the following: Department of Public Utilities, Payables Unit, 1201 Lakeside Avenue, 4th Floor South, Cleveland, Ohio 44114 or [payables\\_unit@clevelandwater.com](mailto:payables_unit@clevelandwater.com).

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The vendor shall submit requests for payment in writing to the Director or his designee for approval. The failure to deliver reports shall be sufficient reason to withhold payments. The vendor is to invoice with the following required information: (1) vendor name, (2) vendor address, (3) vendor telephone number, (4) City Delivery Order (DO) number authorizing the invoiced material/service AND, if applicable, City contract number, (5) vendor invoice number, which is a unique number, (6) invoice date, (7) invoice due date, (8) DPU "ship to" address, (9) itemized costs including item descriptions, quantities, unit costs, cost extensions (and, if against a contract, Schedule of Items (SOI) references), and copies of quotations with backup, (10) total invoiced amount, and (11) itemization of any applicable discounts and/or mark-ups (stipulated through the contract). Sales tax shall not be included, as the City is exempt.

**C-6 RESPONSIBILITY**

- A. If the vendor shall neglect to supply materials, or he should in any manner fail to perform any provision of this contract, the owner (after a 10 day written notice) may make good such deficiencies and may deduct the cost thereof from the payment then due or thereafter due to the vendor.
  
- B. Vendor is required to procure all items not in their stock from other local distributors when requested.

**C-7 DOCUMENTATION TO BE SUBMITTED WITH THE BID**

A. References

The bidder should submit with the bid a list of at least three references wherein the bidder has supplied equipment and material that were used to repair, replace, maintain, and/or enhance Water Storage Facilities. This listing shall include the name of the organization employing the bidder, address, telephone number and the name of the principal engineer (or project manager) receiving the equipment, report or material. City personnel shall not constitute references.

This list will be used to determine if the bidder is experienced and capable of meeting DPU's requirements. DPU reserves the right to reject bids based upon inadequate documentation of the experience of the bidder.

B. Company Contact

The bidder should submit with the bid the name, emergency phone number, email address of the technical service representative(s) and the customer service representative who will provide the service detailed above.

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**C-8 NOTICE OF NONCONFORMANCE**

If materials delivered pursuant to a Delivery Order, does not meet the requirements of this specification, DPU shall notify the supplier within five business days after receipt of the shipment at the point of destination.

**C-9 REMOVAL**

If the material does not meet the requirements of this specification, the supplier shall remove it from the premises of CWD and replace it with satisfactory material (or equipment) as detailed in the Delivery Order document. Supplier shall pay shipping costs to return non-conforming items.

**C-10 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 will operate as a waiver of any default or breach of the contract be held to be waiver of any other or subsequent default or breach.

**C-11 INDEMNITY CLAUSE**

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

In any and all claims against the City and its officers, agents or employees; or any additional insured or its officers, agents or employees, by any employee of the contractor, subcontractors, its agents, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation of the paragraph above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor, subcontractors or other person under applicable workers' or workmen's compensation benefit or disability laws, it being clearly agreed and understood by the parties hereto that the contractor expressly waives any immunity the contractor might have had under

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such laws. By executing the contract, the contractor acknowledges that the parties have mutually negotiated the foregoing waiver.

**C-12 ALLOWANCE FOR DELIVERY/FREIGHT AND MATERIALS/LABOR FOR UNKNOWN SITUATIONS**

Prior to CWD authorizing additional service(s), a comprehensive quotation must be submitted in advance for review and approval.

The allowance for additional materials, labor and freight/delivery charges will be authorized under C-12 for tanks and towers not listed in Appendix A.

For material cost, bidder will be required to confirm the price quotation by providing a copy of the invoice showing cost to bidder at the time of quotation. CWD will cap any material mark-up at 15 percent (%).

**C-13 ACCEPTANCE OF PERFORMANCE**

It shall be understood and agreed by the parties hereto that the Director shall determine the satisfactory quality of the work furnished under the contract.

**C-14 WARRANTY**

The supplier shall provide a warranty for all products supplied to the Division of Water under this agreement and such warranty shall provide that the products are free from defects in materials and workmanship. The term of the warranty shall be the standard length of industry's warranty.

**C-15 EVALUATION OF BIDS/METHOD OF AWARD**

CWD will accept the lowest cost and best bid for the specifications, in which the method of performing the task meets the requirements set forth. All items must be bid; failure to bid all items may make your bid non-responsive. One contract will be awarded for all items.

**C-16 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:

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1. The multiplication of unit price times quantity to arrive at the extension cost;
  2. The summing of individual line items into totals or subtotals;
  3. The multiplication of any subtotals or other values by contingency percentages or other factors, if a contingency applies; and
  4. 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-17 NOTICE TO PROCEED**

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

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

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

**C-19 SECURITY**

To ensure the safety and security of the water system (Cleveland Division of Water) the Cleveland Department of Public Utilities requires that the winning bidder provide: (1) documentation demonstrating that the bidder has exercised "due diligence" in performing pre-employment personnel background checks that include, but are not limited to, Immigration and Naturalization Service Employment Status, Criminal Background Records Examination, Work Record Verification, Education Record Verification, Bureau of Motor Vehicle Record Verification; and (2) will fax information prior to each delivery 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 Department of Public Utilities facilities.

# TANK AND TOWER INSPECTION, CLEANING AND MAINTENANCE

## APPENDIX A - LIST OF FACILITIES

Bassett Tower  
1820 Bassett Road  
Westlake, OH 44145  
0.5 MG elevated tank

Blossom Towers  
4000 Oaks Road  
Brecksville, OH 44141  
0.5 MG elevated tank  
3.0 MG elevated tank

Brecksville Tower  
9040 Highland Road  
Brecksville, OH 44141  
0.75 MG elevated tank

Darrow Tower  
9877 Darrow Road  
Twinsburg, OH 44087  
3 MG elevated tank

Division Surge Tower  
1375 W. 45th Street  
Cleveland, OH 44102  
0.4 MG elevated tank

Dover Tower  
4906 Dover Center Road  
North Olmsted, OH 44070  
2 MG elevated tank

Fairmount Surge Tower  
12104 Mount Overlook Rd  
Cleveland OH 44120  
0.3 MG elevated tank

Green Tanks  
4095 Green Road  
Beachwood, OH 44122  
2 - 10 MG ground level tanks

Independence Tank  
6535 Brecksville Rd  
Independence, OH 44131  
3 MG ground level tank

Keller Towers  
957 Pearl Rd  
Brunswick, OH 44212  
2 - 1 MG elevated tanks

Kinsman Tower  
25100 Chagrin Blvd  
Beachwood, OH 44122  
2 MG elevated tank

Ledge Tower  
233 Ledge Rd  
Northfield Village, OH 44067  
0.5 MG elevated tank

North Royalton Tanks  
15950 Ridge Rd  
North Royalton, OH 44133  
2 MG ground level tank  
3 MG ground level tank

Parma Reservoir  
5953 Deering Ave  
Parma Heights, OH 44130  
23 MG ground level reservoir

Pearl Tanks  
18640 Pearl Rd  
Strongsville, OH 44136  
5 MG ground level tank  
10 MG ground level tank

Pleasant Valley Reservoir  
5711 West Pleasant Valley Rd  
Parma, OH 44134  
5 MG underground reservoir

Richfield Tower  
3024 Brecksville Rd  
Richfield OH 44286  
1 MG elevated tank

South Twinsburg Tower  
8021 Bavaria Rd  
Twinsburg, OH 44087  
1 MG elevated tank

Strongsville Tower  
18778 Royalton Rd  
Strongsville, OH 44036  
1 MG elevated tank

**CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC UTILITIES**



**Contractor Safety Program**



## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15</b>
PROGRAM TITLE	<b>Contractor Safety</b>
PROGRAM OWNER	<b>DPU Risk Management</b>

EFFECTIVE DATE	<b>08/01/2017</b>
REVISION NO.	<b>1</b>
REVISION DATE	<b>11/2/2018</b>

### 1.0 PURPOSE

The purpose of this Contractor Safety Program is to assist the Department of Public Utilities personnel in proactively communicating to contractors any/all recognized health and safety concerns that may potentially affect contractor employees or Department of Utility personnel.

### 2.0 SCOPE

This policy applies to all Department of Utilities contractors for hire when performing assigned work or activities that may expose them to hazards associated with DPU contracted work. This policy will ensure all contractors comply with Federal, State and local regulations applicable to contracted work being performed.

### 3.0 DEFINITIONS

Contract – is defined as any written agreement between the City of Cleveland/DPU and a Contractor set forth by a specific scope of work within but not limited to the City of Cleveland/DPU jurisdiction, infrastructure and facilities.

Construction Project – is defined as any/all work necessary to complete repair or replacement of infrastructure, facility, landscaping etc. in accordance with the City of Cleveland/DPU by Contractor.

Contractor – is defined as the individual, partnership, corporation, joint venture, or other legal entity having a contract with the City of Cleveland/DPU.

Contractor Safety Potential Hazard Notification Form – is defined as a written notification provided by the City of Cleveland/DPU to the contractor that lists recognized and potential hazards associated with the work activities. The hazards identified on this form are not all-inclusive, and the list shall be updated as necessary.

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Department Contract Administrator – is defined as the City of Cleveland/DPU employee appointed designee who has the responsibility for overseeing the contractor’s activities. This designee may be but not limited to engineer, inspector, field supervisor etc.

Notice of Non-Compliance Safety Form – is defined as written notification provided to the Contractor alerting them that they are not in compliance with Federal, State, local and City safety regulations, or other best management practices.

Non-Compliant Hazardous Work Condition – is defined as any hazardous work condition that is considered to be non-compliant with Federal, State, local and City safety regulations.

Non-Construction Project – is defined as a project dedicated to preventive or scheduled maintenance on but not limited to parts, repairs, carpeting, painting, rodent control and other services such as surveying and building services etc.

Pre-Construction Safety Meeting Checklist – is defined as a checklist used by the City of Cleveland/DPU personnel to ensure that health and safety issues are discussed and communicated to the contractor prior to the start of work activities.

Safety Concerns – is defined as conditions that may become dangerous if best safety management practices are ignored.

Pre-Construction Safety Meeting Checklist – is defined as a checklist used by the City of Cleveland/DPU personnel to ensure that health and safety issues are discussed and communicated to the contractor prior to the start of work activities.

Safety Concerns – is defined as conditions that may become dangerous if best safety management practices are ignored.

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## 4.0 RESPONSIBILITIES

### 4.1 DPU Director

Ensure that the Contractor Safety Policy is implemented. The Director for the Department of Public Utilities has the authority to delegate any or all portions of this policy to subordinates; however, the Department Director is responsible for compliance.

### 4.2 DPU Division Commissioner

- Assign a Divisional Contractor Administrator for any work regarding outside contractors.
- Ensure this Contractor Safety Program is implemented and followed at their respective divisions.

### 4.3 DPU Purchasing and Contract Manager

- Regularly communicate DPU planned and in process contracts and procurement activity to DPU Risk Management.
- Request review and comment by DPU Risk Management on contract and bid documents including specifications and associated documents.

### 4.4 DPU Divisional Contractor Administrator

- Complete and include requests for safety programs information and potential hazard notification forms regarding the contract. **(HSE-SWP-15b and 15e)**
- Coordinate Pre-Construction Safety Meetings. **(HSE-SWP-15c)**
- Issue Notice of Non-Compliance notifications to contractors observed not working safely, creating unsafe conditions, or not following their submitted health and safety plans while performing DPU contracted work. **(HSE-SWP-15d)**

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### **4.5 DPU Employees**

- Initiate Notice of Non-Compliance (Safety) for identified safety and health hazards at the worksite.
- Notify immediately the Divisional Administrator or Risk Management Group of any identified safety and health hazards at the worksite.

### **4.6 DPU Risk Management Group (To Include Divisional Safety Programs Managers)**

- Review this Contractor Safety Program annually
- Attend pre-construction meetings
- Act as subject matter experts in support of the DPU appointed Contract Administrator
- Review and approve contractor submitted safety programs, and plans.
- Inspect contractor work sites as needed and address any non-compliance issue with contractor and contract administrator.

## **5.0 CONTRACTOR PROCEDURES**

### **5.1 Contractor General Requirements**

All contractors are required to follow the requirements of the U.S. Department of Labor regulations under the Occupational Health and Safety Act Standards for the Construction Industry (29 CFR 1926) and General Industry (29 CFR 1910).

Contract specifications for all projects shall provide worksite information regarding known health and safety concerns. Contractor shall supply all safety related documentation listed in the safety section of the contract specifications.

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## **5.2 Pre-Construction Safety Meeting Preparation**

Prior to bid, all safety and health concerns shall be addressed. The DPU Divisional Contractor Administrator shall complete the "Request for Safety Information Form" (***HSE-SWP-15e***) and the "Contractor Safety Potential Hazard Notification Form" (***HSE-SWP-15b***). These forms will be used to review general safety guidelines and safety issues covered in the contract specifications.

## **5.3 Divisional Pre-Construction Safety Meeting Guidelines**

DPU representatives and the Contractor(s) shall have a Pre-Construction Safety Meeting prior to the start of work activities. Participation in the meeting shall include, at a minimum: Contractor representative, Department/Division Contractor Administrator, Safety Personnel (or designee), and any person familiar with potential hazards that may arise throughout the project.

The following forms shall be reviewed and signed by the DPU representative and Contractor(s):

- Contractor Safety Potential Hazard Notification Form (***HSE-SWP-15b***)
- Pre-Construction Safety Meeting Checklist (***HSE-SWP-15c***)
- Request for Safety Information Form (***HSE-SWP-15e***)

The Contractor have a written safety program and enforcement policy in place and available for review at the Pre-Construction Safety Meeting.

At any time, representatives of the Department of Utilities or members of the Risk Management Group have the right to request and review all safety-related documents referenced in the Program.



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### **5.4 Non-Construction Projects**

The Department/Division Contractor Administrator (or designee) who manages non-construction projects at DPU worksites shall ensure that all safety-related forms and checklists (HSE-SWP-15b through HSE-SWP-15e) are completed and approved.

All documentation shall be kept available for review for the duration of the work activities.

### **5.5 Contractor Safety Deficiency Notifications**

If the Department/Division Contractor Administrator becomes aware of a hazardous or potentially hazardous situation, or a violation of Federal, State or local safety regulations, the Contractor shall be notified immediately. Field Construction inspectors shall follow guidelines outlined in the SOP (***HSE-SWP-15a***), Field Inspection Guidelines.

Verbal notification is acceptable as an immediate action, provided that a "Notice of Non-Compliance Safety Form" (***HSE-SWP-15d***) is completed and acknowledged by the Contractor as soon as possible.

The Department/Division Contractor Administrator (or designee) has complete authorization to stop all Contractor work activities when there is a potential for serious injury or death, or when there is observed non-compliance of safety regulations.

Any City of Cleveland/DPU employee may report their concerns or observations of uncontrolled hazardous conditions at a contractor worksite to the Department/Division Contractor Administrator (or Designee). The Department/Division Contractor Administrator shall notify the Contractor as stated previously in this section.

If the hazardous conditions remain uncontrolled after the "Notice of Non-Compliance Safety" has been issued, the Department/Division Contractor Administrator shall contact

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the Chief Safety Officer to determine if further action is warranted and if the Contractor's failure to comply meets Section B-35 "Failure to Meet Performance Requirements" outlined in contract Part B General Conditions.

## ***5.6 Sample Contractor Health and Safety Specifications***

This section contains proposed wording (**in *Italics***) for contract specifications. The wording in the following seven (7) paragraphs shall be reviewed and incorporated in contracts valued at \$500,000 or based on the complexity and inherent hazards of the work. Modification of the wording is permissible, as necessary, to meet specific contract requirements and specifications.

It is recommended that the Contractor-appointed Safety Officer be present during discussions and approval of the health and safety portion of any contract.

### ***5.6.1 Health and Safety Information Submittals:***

- *In accordance with regulatory requirements, contractors are required to maintain written health and safety program information at the work site.*
- *At a minimum the contractor shall maintain, at the worksite, the relevant safety programs included in Item 4 of the "Contractor Safety-request for Safety Information" checklist. (HSE-SWP-15c)*
- *The contractor must, by means of a qualified person (i.e. an individual knowledgeable of applicable regulations), certify that the requested environmental health and safety submittals are compliant with the Federal, State and Local regulatory requirements.*



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### **5.6.2 Safety Equipment:**

- *The contractor is also responsible for providing and maintaining their own safety equipment and personal protective equipment as required by OSHA, Public Employee Risk Reduction Program (PERRP) and EPA regulations.*

### **5.6.3 Pre-Construction Safety Meetings:**

- *Prior to the start of work activities, the contractor shall meet with representatives of the City of Cleveland/DPU in a Pre-Construction Safety Meeting for the purpose of reviewing safety procedures and other pertinent safety information that will aid in ensuring safe project completion.*
- *During the Pre-Construction Safety Meeting, the City of Cleveland/DPU and the Contractor will review and complete the "Contractor Safety-Potential Hazard Notification" and the Pre-Construction Safety Checklist" forms.*

### **5.6.4 Site Health and Safety Plans:**

- *The Contractor is responsible for development of a site-specific Health and Safety Plan, as required by contract specifications, OSHA, PERRP and EPA regulations.*
- *Health and Safety Plans will be required when construction activities are conducted in hazardous waste areas regulated under Federal, State and Local HAZWOPER regulations. The City of Cleveland/DPU will assist the contractor in the determination of applicability of these regulations regarding any work location in question.*
- *Where required, the Contractor will be responsible for completing specific training, or obtaining specific certifications to work in regulated areas.*

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## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15</b>	EFFECTIVE DATE	<b>08/01/2017</b>
PROGRAM TITLE	<b>Contractor Safety</b>	REVISION NO.	<b>1</b>
PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>11/2/2018</b>

### **5.6.5 Contractor Designated Health and Safety Representative:**

- *The Contractor shall be responsible for appointing an individual to act as Health and Safety Officer for the awarded project. Contractor Health and Safety Officers must have knowledge of safe work practices and regulations governing the project. Documentation outlining the Health and Safety Officer's qualifications shall be submitted to the DPU Contract Administrator or designee within 15 days of the award of the contract or the start of work activities.*
- *The Contractor's Health and Safety Officer shall participate in the Pre-Construction Safety meeting and will have the authority during the project to correct safety deficiencies identified at the work sites. The Contractor's appointed Health and Safety Officer shall address any "Notice of Non-Compliance (Safety)" issued by the City of Cleveland/DPU Contract Administrator.*
- *The Contractor understands that the City of Cleveland/DPU and Division Administrator has the responsibility of ensuring that the project is completed in compliance with the contract specifications. Therefore, the City of Cleveland DPU/Division Administrator has the right to protect the City of Cleveland's/DPU's personnel from non-compliant hazardous work conditions created by the contractor and will request to have hazards abated prior to inspecting and accepting any aspect of the project.*

### **5.6.6 Hazard Disclosers Relevant to Contractor Work Site:**

- *The City of Cleveland/DPU shall, to the best of its ability and knowledge, provide information pertaining to unique hazards of the work site to the contractor.*
- *If safety hazards remain unaddressed following the issuance of a "Notice of Non-Compliance (Safety)", the Contract Administrator may utilize the assistance of the DPU Risk Management Group in determining the need for further intervention to assure that compliance is achieved.*

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## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15</b>	EFFECTIVE DATE	<b>08/01/2017</b>
PROGRAM TITLE	<b>Contractor Safety</b>	REVISION NO.	<b>1</b>
PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>11/2/2018</b>

### **5.6.7 Contract Scheduling and Miscellaneous Disclosers**

- *If the contract work disrupts the City of Cleveland's/DPU's staff or the general public, the Contractor shall make every effort to schedule work after normal business hours. Where absolutely necessary, the temporary relocation of affected City employees will be made for the duration of the construction work.*
- *All affected City of Cleveland/DPU employees shall be informed with advanced notice of any construction-related work that may affect their work areas. Notifications shall be made via email or written memo. Notifications must include; start and end dates, work areas affected, description of work, name and phone number of the Department/Division Contract Administrator, names and phone numbers of the Safety Officers and Risk Manager.*
- *Employees should be instructed to notify the Department/Division Contract Administrator pertaining to any logistical issues or concerns.*
- *Safety and health concerns should be directed to the DPU Risk Management Group.*

## **6.0 TRAINING**

DPU employees who are Contract Administrators, Commissioners, Engineers, Field Inspectors, and members of the DPU Risk Management Group shall receive initial training on this Contractor Safety Program.

### **6.1 Training Frequency**

All employees who oversee contracted work whether construction related or non-construction related shall receive training on this program according to the following schedule:

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# SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15</b>	EFFECTIVE DATE	<b>08/01/2017</b>
PROGRAM TITLE	<b>Contractor Safety</b>	REVISION NO.	<b>1</b>
PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>11/2/2018</b>

- New employees will receive initial training within the first six months of hire.
- Current employees will be required to attend mandatory training on an as-need basis, or at least every three (3) years.

## 7.0 RECORDKEEPING

Associated training records will be maintained by the Training Department. All training session attendance rosters will be turned into the Training Department within two (2) business days after the training session and will be entered into the ADP system.

Hard copies of the training materials and class rosters will be maintained by DPU Risk Management.

## 8.0 FORMS/REFERENCES

HSE-SWP-15a	DPU Field Safety Inspection Guidelines
HSE-SWP-15b	Contractor Safety Potential Hazard Notification Form
HSE-SWP-15c	Pre-Construction Safety Meeting Checklist
HSE-SWP-15d	Notice of Non-Compliance (Safety)Form
HSE-SWP-15e	Request for Safety Program Information
CPL 02-00-124	OSHA Multi Employer Citation Policy

**THIS DOCUMENT BECOMES UNCONTROLLED WHEN PRINTED**



# SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15a</b>
PROGRAM TITLE	<b>Field Safety Inspection Guidelines</b>
PROGRAM OWNER	<b>DPU Risk Management</b>

EFFECTIVE DATE	<b>9/1/2018</b>
REVISION NO.	<b>1</b>
REVISION DATE	<b>8/21/18</b>

## 1.0 PURPOSE

Provide general guidance to DPU's Field Inspectors should they encounter a work site safety hazard while performing their routine inspection duties.

## 2.0 SCOPE

This procedure defines general actions to be taken by the Field Inspector. It is not intended to be all-inclusive nor does it give the Inspector responsibility or authority for the Contractor's safety program and practices.

## 3.0 RESPONSIBILITIES

**3.1. Contractor** – Construction site safety rests solely with the Contractor. The Contractor is responsible for providing a safe workplace for its personnel, including its Subcontractors, Suppliers, DPU, consultants, and general public, etc. who may be in the area.

**3.2. Field Inspector** – As applicable to this procedure, the Field Inspector is responsible for notifying the Contractor's representative(s) should the inspector recognize any hazard, which in the best, knowledgeable judgment of the inspector is deemed a safety hazard.

**3.2.1.** The Field Inspector is not a qualified Safety Professional and is not expected to recognize all types of hazards.



## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15a</b>	EFFECTIVE DATE	<b>9/1/2018</b>
PROGRAM TITLE	<b>Field Safety Inspection Guidelines</b>	REVISION NO.	<b>1</b>
PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>8/21/18</b>

- 3.2.2.** The Field Inspector is only expected to recognize a hazard that any reasonable non-safety professional may be expected to recognize, or one for which they have received training. For example, unprotected excavations, confined spaces, traffic control deficiencies.
- 3.2.3.** The Field Inspector is responsible for enforcing contract specifications, including verification that the Contractor fulfills its safety requirements (for example: having a "responsible person" on site or having a documented safety plan, etc.).
- 3.2.4.** The Field Inspector's safety obligations extend ONLY to recognizable hazards identified while performing his/her normal onsite duties. The Field Inspector's focus shall be on whether or not construction activities are in accordance with contract and design requirements and not on safety hazards or practices.
- 3.2.5.** The Field Inspector shall not agree to review the Contractor's safety program or the adequacy of a specific safety activity or practice by the Contractor. The contractor's safety program will be reviewed by the DPU's Chief Safety Officer's Office, and questions regarding specific safety activities should be directed to the Safety Programs Officer assigned to their division.
- 3.2.6.** The Field Inspector shall document any conversation with the Contractor regarding safety. Documentation may be as simple as a log entry or a note to file, or as formal as a letter to the Contractor.



## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15a</b>	EFFECTIVE DATE	<b>9/1/2018</b>
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PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>8/21/18</b>

**3.2.7.** As appropriate, the Field Inspector shall document identified hazards with photographs.

**3.2.8.** As a representative of the City, the Field Inspector shall set an example and abide by DPU's and Contractor's safety program requirements while in the construction area. This includes wearing hardhats and safety glasses in designated areas, observing confined space entry procedures, etc.

### 4.0 PROCEDURE

**4.1.** Should the Field Inspector observe *an immediate hazard that at any moment may result in an accident causing severe injury or death*, the Field Inspector shall:

**4.1.1.** **ACT immediately to protect human life. STOP THE OPERATION. REMOVE personnel from threat of the hazard. If necessary, bypass the normal chain-of-command.**

**4.1.2.** No work will be permitted to continue in the vicinity of the hazard until the hazard is abated.

**4.1.3.** Immediately notify the Contractor's Foreman or responsible person, and the Safety Programs Officer assigned to that division.

**4.1.4.** Record in the daily log or notes the date, time, and name of person(s) notified.



## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15a</b>
PROGRAM TITLE	<b>Field Safety Inspection Guidelines</b>
PROGRAM OWNER	<b>DPU Risk Management</b>

EFFECTIVE DATE	<b>9/1/2018</b>
REVISION NO.	<b>1</b>
REVISION DATE	<b>8/21/18</b>

- 4.1.5.** Document the hazard with photographs and written detailed report, if deemed necessary.
- 4.2.** Should the Field Inspector **observe a hazard that may not be an immediate danger, but could result in an accident causing severe injury or death**, the Field Inspector shall:
- 4.2.1.** Notify the Contractor's Foreman or responsible person, both verbally and in writing.
  - 4.2.2.** Record in the daily log or notes the date, time, and name of person(s) notified.
  - 4.2.3.** Allow the Contractor reasonable time to correct the hazard.
  - 4.2.4.** Document the hazard with photographs and written detailed report, if deemed necessary.
- 4.3.** Should the Field Inspector observe a **hazard that could result in minor or less serious injury**, the Field Inspector shall:
- 4.3.1.** Advise the Contractor both verbally and in writing of the hazard and the necessity of mitigating the hazard.
- 4.4.** If the Contractor does not correct the hazard in reasonable time (for the severity of the hazard):
- 4.4.1.** The Field Inspector shall notify their supervisor or the Safety Programs Officers assigned to their division for assistance in resolving the matter with the Contractor's Superintendent.



## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15a</b>	EFFECTIVE DATE	<b>9/1/2018</b>
PROGRAM TITLE	<b>Field Safety Inspection Guidelines</b>	REVISION NO.	<b>1</b>
PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>8/21/18</b>

**4.4.2.** The Safety Programs Officer shall consult the DPU Division's Safety Programs Manager if further assistance is needed to resolve the matter.

**4.4.3.** DPU's Chief Safety Officer shall determine whether or not OSHA shall be notified and if Contractor shall be prevented from continuing work in the hazardous area.

### 5.0 RECORDS

**5.1.** Log entries.

**5.2.** Written communications to and from the Contractor.

**5.3.** Reports and photographs.

### 6.0 REFERENCE

HSE-SWP-15      DPU Contractor Safety Program



## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15b</b>	EFFECTIVE DATE	<b>7/21/2017</b>
PROGRAM TITLE	<b>Contractor Safety Potential Hazard Notification Form</b>	REVISION NO.	<b>1</b>
PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>11/2/2018</b>

Project Title and Contract No: \_\_\_\_\_  
Pre-Construction Meeting Date: \_\_\_\_\_  
Contractors Name: \_\_\_\_\_  
Scheduled Project Start Date: \_\_\_\_\_  
Contractor's Safety Representative: \_\_\_\_\_  
Contractor's Phone No: \_\_\_\_\_  
DPU Representative: \_\_\_\_\_  
DPU Divisional Safety Programs Manager: \_\_\_\_\_

NAME

PHONE NUMBER

### **Safety Considerations and Potential Hazards**

Item #	Location & Precautions
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

I (*contractor name*) \_\_\_\_\_ understand that I am required to provide this information to my employees. I also understand that the hazard information presented to me is based on the City of Cleveland/DPU's understanding of the work location as it pertains to their (City of Cleveland/DPU) activities. I further understand that my (contractors) activities will



## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15b</b>	EFFECTIVE DATE	<b>7/21/2017</b>
PROGRAM TITLE	<b>Contractor Safety Potential Hazard Notification Form</b>	REVISION NO.	<b>1</b>
PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>11/2/2018</b>

require me to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Federal, State and Local regulations.

Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

DPU Representative: \_\_\_\_\_ Date: \_\_\_\_\_

*Disclaimer: Potential hazards identified on this form may not be complete. It is the contractor's responsibility to address and notify DPU of any unforeseen hazards that may arise while executing their contracted work activities.*



## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15b</b>
PROGRAM TITLE	<b>Contractor Safety Potential Hazard Notification Form</b>
PROGRAM OWNER	<b>DPU Risk Management</b>

EFFECTIVE DATE	<b>7/21/2017</b>
REVISION NO.	<b>1</b>
REVISION DATE	<b>11/2/2018</b>

Project Title and Contract No: \_\_\_\_\_  
Pre-Construction Meeting Date: **01/01/17**  
Contractors Name: **The Excavation Company**  
Scheduled Project Start Date: **01/05/17**  
Contractor's Safety Representative: **Mike Safety**  
Contractor's Phone No: **216-555-DIGG**  
DPU Representative: **Mr. Engineer**  
DPU Divisional Safety Programs Manager:

**Bob Safety Manager** \_\_\_\_\_ **216-555-DIGG**  
NAME PHONE NUMBER

### Safety Considerations and Potential Hazards

Item #	Location & Precautions
1.	<b>Intersection of Cleveland and Euclid Street- know underground utilities</b>
2.	<b>Existing utilities – previously disturbed soil – “C” soil conditions observed</b>
3.	<b>Playground and residential houses near work locations</b>
4.	<b>Speed limit 35 mph – Additional traffic control and flagger needed for construction work zone.</b>

I (*contractor name*) Excavation Company understand that I am required to provide this information to my employees. I also understand that the hazard information presented to me is based on the City of Cleveland/DPU's understanding of the work location as it pertains to their (City of Cleveland/DPU) activities. I further understand that my (contractors) activities will require me to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Federal, State and Local regulations.



## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15b</b>	EFFECTIVE DATE	<b>7/21/2017</b>
PROGRAM TITLE	<b>Contractor Safety Potential Hazard Notification Form</b>	REVISION NO.	<b>1</b>
PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>11/2/2018</b>

DPU Representative: Bob Engineer Date: 01/01/17

Contractor Representative: Larry Boss Date: 01/01/17

*Disclaimer: Potential hazards identified on this form may not be complete. It is the contractor's responsibility to address and notify DPU of any unforeseen hazards that may arise while executing their contracted work activities.*

Example of Completed Form



## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15c</b>	EFFECTIVE DATE	<b>7/21/2017</b>
PROGRAM TITLE	<b>Pre-Construction Safety Meeting Checklist</b>	REVISION NO.	<b>1</b>
PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>11/2/2018</b>

Project Title and Contract No: \_\_\_\_\_  
 Pre-Construction Meeting Date: \_\_\_\_\_  
 Contractors Name: \_\_\_\_\_  
 Scheduled Project Start Date: \_\_\_\_\_  
 Contractor's Safety Representative: \_\_\_\_\_  
 Contractor's Phone No: \_\_\_\_\_  
 DPU Representative: \_\_\_\_\_  
 DPU Risk Management's Representative Name and Phone No: \_\_\_\_\_

	Yes	No	N/A	
1.				Hazardous Materials Information relevant to the City of Cleveland/DPU involvement with the project has been provided to the contractor as required by the Hazard Communications Standard.
2.				Confined Space Entry, Lockout/Tagout, Electrical Safety, and Emergency Action Plan requirements have been reviewed with the contractor. The contractor understands to comply with OSHA.
3.				The contractor has been instructed to provide their employees with the information identified on the "Contractor Safety – Potential Hazard Notification" form and in contractor specifications.
4.				In accordance with regulatory requirements, the contractor is reminded to maintain written Health and Safety Program(s) at the work location Lockout/Tagout, HazCom, Confined Space Entry (CSE). etc.). Certified Safety Submittals will be required by the City of Cleveland/DPU prior to authorizing construction activities to begin.
5.				The contractor understands that the City of Cleveland/DPU will provide written notifications of non-compliance for non-compliant safety conditions created by the contractor's operation affecting City of Cleveland/DPU or contractor personnel. "Notice of Non-Compliance Conditions" will not be provided for "perceived unsafe conditions" that are inherent to the nature of the work and that do not violate project specifications or OSHA guidelines. The contractor further understands that the contractor is obligated to immediately address all non-compliant conditions(s).



## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15d</b>
PROGRAM TITLE	<b>Notice of Non-Compliance</b>
PROGRAM OWNER	<b>DPU Risk Management</b>

EFFECTIVE DATE	<b>7/21/2017</b>
REVISION NO.	<b>1</b>
REVISION DATE	<b>11/2/2018</b>

DPU Representative: \_\_\_\_\_  
(Name)

Contractor's Safety Representative: \_\_\_\_\_  
(Name)

Project Name: \_\_\_\_\_ Contract No: \_\_\_\_\_

Contractor: \_\_\_\_\_

Issued to Contractor's representative, \_\_\_\_\_  
(Name)

on \_\_\_\_\_ at \_\_\_\_\_ An unsafe condition was observed in the area  
of \_\_\_\_\_

If the unsafe condition is not immediately corrected, DPU may suspend work activities at the cost of the contractor until a resolution on this matter is reach.

\_\_\_\_\_  
(Inspector) (Supervisor)

Further Action Taken: \_\_\_\_\_

Unsafe Condition Resolved: Date: \_\_\_\_\_ Time \_\_\_\_\_

Further Remarks: \_\_\_\_\_



## SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15d</b>	EFFECTIVE DATE	<b>7/21/2017</b>
PROGRAM TITLE	<b>Notice of Non-Compliance</b>	REVISION NO.	<b>1</b>
PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>11/2/2018</b>

DPU Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Check the box if the Contractor Refused to Signature*



# SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15e</b>	EFFECTIVE DATE	<b>7/21/2017</b>
PROGRAM TITLE	<b>Request for Safety Program</b>	REVISION NO.	<b>1</b>
PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>11/2/2018</b>

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

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

Address: \_\_\_\_\_

Safety Rep: \_\_\_\_\_

Health and Safety Officer: \_\_\_\_\_

Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

1. Current Experience Modification Rate (EMR) \_\_\_\_\_
2. Name of Current Workers Compensation Carrier \_\_\_\_\_

3. The Department of Utilities has determined that during this project you will be engaging in work activities that will require your submission and on the job enforcement of written health and safety programs. All items marked below, shall be submitted to the City of Cleveland/DPU within **15** calendar days from the execution of the contract and or start of construction.

A.		Trenching and Excavation Program (Competent Person For Excavation)
B.		Electrical Safety Program
C.		Respiratory Protection Program
D.		Confined Space Entry Program
E.		Lockout/Tagout Program
F.		Fall Protection Program
G.		Health and Safety Plan
H.		Hazardous Materials Communication Program (HazCom)
I.		Powered Industrial Trucks or Earth Moving Equipment Copies of Training Certificates



# SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15e</b>
PROGRAM TITLE	<b>Request for Safety Program</b>
PROGRAM OWNER	<b>DPU Risk Management</b>

EFFECTIVE DATE	<b>7/21/2017</b>
REVISION NO.	<b>1</b>
REVISION DATE	<b>11/2/2018</b>

J.	Asbestos Work Plan
K.	Lead Work Plan
L.	Silica Exposure Plan
M.	Any other health and safety program or procedure (not checked nor listed on this form) that the Contractor recognizes must be followed during construction.

### Site Safety Officer Resume

Please submit a summary of qualifications/resume of the Health and Safety Officer, who by virtue of training and experience is qualified to recognize and address safety issues that may arise at the construction locations (s).

I certify, on the behalf of \_\_\_\_\_, (Company Name)  
that the information provided herein is true and correct.

DPU Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_



# SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15e</b>	EFFECTIVE DATE	<b>7/21/2017</b>
PROGRAM TITLE	<b>Request for Safety Program</b>	REVISION NO.	<b>1</b>
PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>11/2/2018</b>

Company Name: \_\_\_\_\_  
 Project: Remove abandoned water lines on Euclid Ave Date: 01/01/17  
 Address: 123 Euclid Court  
 Safety Rep: Mike Safety  
 Health and Safety Officer: James Safety, Director of Safety  
 Phone No: 216-555-DIGG Email: msafety@excavatingco.com

1. Current Experience Modification Rate (EMR) .086
2. Name of Current Workers Compensation Carrier:  
American Insurance
3. The Department of Utilities has determined that during this project you will be engaging in work activities that will require your submission and on the job enforcement of written health and safety programs. All items marked below, shall be submitted to the City of Cleveland/DPU within **15** calendar days from the award of the contract and or start of construction.

A.	<input checked="" type="checkbox"/>	Trenching and Excavation Program (Competent Person For Excavation)
B.	<input checked="" type="checkbox"/>	Electrical Safety Program
C.	<input checked="" type="checkbox"/>	Respiratory Protection Program
D.	<input checked="" type="checkbox"/>	Confined Space Entry Program
E.	<input checked="" type="checkbox"/>	Lockout/Tagout Program
F.	<input checked="" type="checkbox"/>	Fall Protection Program
G.	<input checked="" type="checkbox"/>	Health and Safety Plan
H.	<input checked="" type="checkbox"/>	Hazardous Materials Communication Program (HazCom)



# SAFE WORK PRACTICE

PROCEDURE NUMBER	<b>HSE-SWP-15e</b>	EFFECTIVE DATE	<b>7/21/2017</b>
PROGRAM TITLE	<b>Request for Safety Program</b>	REVISION NO.	<b>1</b>
PROGRAM OWNER	<b>DPU Risk Management</b>	REVISION DATE	<b>11/2/2018</b>

I.	✓	Powered Industrial Trucks or Earth Moving Equipment Copies of Training Certificates
J.	✓	Asbestos Work Plan
K.	✓	Lead Work Plan
L.	✓	
M.	✓	Any other health and safety program or procedure (not checked nor listed on this form) that the Contractor recognizes must be followed during construction.

### Site Safety Officer Resume

Please submit a summary of qualifications/resume of the Health and Safety Officer, who by virtue of training and experience is qualified to recognize and address safety issues that may arise at the construction location(s).

I certify, on the behalf of \_\_\_\_\_, *(Company Name)*  
that the information provided herein is true and correct.

DPU Representative: **Bob Engineers** Date: **01/01/17**

Contractor Representative: **Larry Boss** Date: **01/01/17**

*Example of Completed Form*

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.



## **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: \_\_\_\_\_

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

Each Contract also shall contain the following equal opportunity clause:

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

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



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

The Subcontractor Participation Goals for this contract are:

**0% CSB Participation**

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

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

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



## DIVISION OF PURCHASES & SUPPLIES

### **Subcontractors Notice**

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

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

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

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