# BID ADVERTISEMENT FOR THE WEEKS OF

August 13, 2025 & August 20, 2025

# BID OPENS - THURSDAY SEPTEMBER 11, 2025

FILE NO. 116-25 Labor and Materials for Air Duct Cleaning
FOR THE DIVISION WATER FOR THE DEPARTMENT OF PUBLIC UTILITIES AS
AUTHORIZED BY ORDINANCE 181.101 (2). PASSED BY COUNCIL JUNE 2, 2008.

There will be a NON-MANDATORY Pre-Bid Meeting, Thursday, August 21, 2025 at 10:00 am., at Carl B Stokes Public Utilities Building 1201 Lakeside Ave. Cleveland, Ohio 44114. 2nd Floor Atrium Conference Room.

**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).



# CITY OF CLEVELAND, OHIO

## DEPARTMENT OF FINANCE



DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

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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?
-	В.	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.	<ol> <li>Contract Compliance Certifications for Bid Consideration</li> <li>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).</li> </ol>
		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?
	н.	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?
к.	Project Plan  1. Is all the required information given?
L.	Contractor Qualifications  1. Is all the required information given if requested?
M.	Additional Information:
***************************************	1. Wage Theft and Payroll Fraud Disclosure Is the form signed and returned?
	2. Project Labor Agreement (If included in the invitation to bid)

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

#### INSTRUCTIONS TO BIDDERS

#### A-1 INVITATION TO BID

Sealed bids endorsed as designated in the "Title of Bid" section of the bid sheet(s) will be received at the Office of the Commissioner of Purchases and Supplies, Room 12B, 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 12B.

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

- 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 tille 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 Flity 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 falls 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

- 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

- 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.
- 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 quantitles 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:
    - 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.
    - 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 Sections 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 Bld amount determined by applying the bid discounts described in <u>Articles A-16A</u>, and <u>A-16B</u>, 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:

 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;

 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;

 Active attendance and participation in all prebid meetings, Notice to Proceed meetings, and progress meetings during the contract;

 Active compliance and cooperation with Project Monitors from OEO and/or the Department; and,

 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 <u>Schedule 2</u> 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 <u>Sub-contractor Addition and Substitution Policy and Procedure</u>. The City also reserves the right to approve an award, but not approve a proposed subcontractor.
- d. The City maintains a list of <u>Vendors ineligible to Contract or Subcontract with the City</u> at the City of Cleveland website: <a href="http://www.city.cleveland.oh.us">http://www.city.cleveland.oh.us</a>. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

# Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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3. I a	n a	U.S. citizen or other U.S. person (defined below); and											
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See 5	5	Address (number, street, and apt. or suite no.). See instructions.		Reques	· ler's	nam	e and a						
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Print or type. Specific Instructions on page		classification of the LLC, unless it is a disregarded entity. A disregarded entity of the tax classification of its owner.  Other (see instructions)	ntity should instead check	k the ap	propr	riate	Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)						
pe.		LLC. Enter the tax classification (C = C corporation, S = S corporation, P Note: Check the "LLC" box above and, in the entry space, enter the approximation of the corporation of the co	= Partnership)				Exe	mpt pa	уев сос	le (if an	y)		
on pag		Individual/sole proprietor C corporation S corporation	Partnership	Trus	t/esta	ale		certain entitles, not individuals; see instructions on page 3):					
و ن	3a Check the appropriate box for federal lax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.						4 6	4 Exemptions (codes apply only to					
	2	Business name/disregarded entity name, if different from above.							····				
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregentity's name on line 2.)	arded entity, enter the ov	wner's n	ame	on lit	ne 1, ar	nd enter	the bu	siness/	disreg	arded	
Befo	re y	ou begin. For guidance related to the purpose of Form W-9, see Purp	pose of Form, below.							***************************************			

Section references are to the Internal Revenue Code unless otherwise

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

#### What's New

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

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

#### Purpose of Form

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

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

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

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

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

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

- 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 Entitles.

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(i)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-BEXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 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.
- 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;
- 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 fallure 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

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.
<ul><li>Individual or</li><li>Sole proprietorship</li></ul>	Individual/sole proprietor.
<ul> <li>LLC classified as a partnership for U.S. federal tax purposes or</li> <li>LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation</li> </ul>	Limited liability company and enter the appropriate tax classification:  P = Partnershlp, C = C corporation, or S = S corporation.
<ul> <li>Partnership</li> </ul>	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 pald 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.
<ul> <li>Payments over \$600 required to be reported and direct sales over \$5,000¹</li> </ul>	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>&</sup>lt;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 pald 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. 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. Go to 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 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 allen, 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 tultion 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

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For this type of account:	Give name and SSN of:
1. Individual	The individual
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 individua on the account <sup>1</sup>
Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
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>
<ul> <li>b. So-called trust account that is not a legal or valid trust under state law</li> </ul>	The actual owner <sup>1</sup>
Sole proprletorship 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)(l)(A))**	The grantor*

For this type of account:	Give name and EIN of
Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity⁴
<ol> <li>Corporation or LLC electing corporate status on Form 8832 or Form 2553</li> </ol>	The corporation
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>&</sup>lt;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>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.

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

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. 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 or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.ldentityTheft.gov and Pub, 5027.

Go to www.irs.gov/ldentityTheft to learn more about identity theft and how to reduce your risk.

#### **Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable Interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



## VENDOR INFORMATION FORM

Please fill in:		
Business Name		
City	State	Zip
		Extension
Toll Free Number 800		
Vendor Fax Number		
Vendor Email Address	,	
Ordering Address		
		Zip
Telephone ( )		Extension
Remit Address		
City	State	Zip
		Extension
Contact Person: (Ordering)		
Remit		

PLEASE INCLUDE THE ABOVE INFORMATION
WHEN SUBMITTING YOUR BID OR PROPOSAL

STATE OF	<b>-</b>			
COUNTY OF	}	55	AFFIDAVIT	
				being first
		duly sworn d	eposes and says:	
Individual only:	That he/she is an	individual doing	business under the name	
	al			in
	the City of		, Slate of	······································
Partnership only:	That he/she is the	duly authorized	representative of a portnership do	ing business under
	lhe Cily of		. Slote of	
Corporation only:			qualified and acting	
			of	
	a corporation org	ganized and exis	ling under the laws of the State of	,
	and that sold indi	vidual, said parir	ership or said corporation, is tilling h	erewith a bid to the City
			e loregoing specifications;	
individual only:	Alliant further say	ys that the follo ersons interested	wing is a complete and accurate it in said proposed contract:	list of the names and
	***************************************	· · · · · · · · · · · · · · · · · · ·		
	Affiant further say	's that he/she is r	epresented by the following attorne	=ys;
	and is also repres	enled by the foll	owing resident agents in the City of	Cleveland;
	****			
Parlnership only:			ng is a complete and accurate list o	f names and addresses
	of the members of		p:	
	<del></del>			
	Alliant further say	rs that said partn	ership is represented by the following	ng offorneys:
	and is also repres	enled by lhe fol	lowing resident agents in the City of	f Cleveland:
	The State of Control o	ITEM 4		

(OVER)

C OF C 84-50-A

Corporation only:	Affiant further says that the follow	wing is a complete and accurate list of the officers, directors
	and afforneys of said corporation	on:
· ·	President	Directors:
	Vice President	oncordis.
	Secretary	
	Treasurer	
	Cleveland Manager or Agent	
	Attorneys	
	And that the following officers of	are duly outhorized to execute contracts on behalf of said
	carporation;	os and said to execute contracts on behalf of said
•		
sham: that said bidder to and has not, directly or sham bid, or that anyos sought by ogreement, bidder, or to fix any overadvantage against the contained in such bid down thereof or the codirectly or indirectly, an procuring or attempting association, organization persons as hereinabove business; and further the consideration to any other individual.	nas no!, directly or Indirectly, inductindirectly, colluded, conspired, come shall refrain from bidding; that communication or conference we head, profit, or cost element of the City of Cleveland or anyone are true; that sold bidder has not, ontents thereof, or divulged information the procure the contract above on, or to any member or agent the clisciosed to have a portnership at sold bidder will not pay or agree proporation, parinership, company, and, for aid	of made in the interest of or on behalf of any undisclosed or corporalion; that such bid is genuine and not collusive or sed or solicited any other bidder to put in a folse arsham bid, innived ar agreed with any bidder or anyone else to put in a said bidder has not in any manner, directly or indirectly, with anyone to fix the bid price of said bidder or any other such bid price or that of any other bidder, or to secure any interested in the proposed contract; that all statements directly or indirectly, submitted his bid price or any breaknation or data relative thereto, or paid or agreed to pay, ferdion for assistance or aid rendered or to be rendered in a referred to, to any corporation, partnership, company, ereof, or to any other individual, except to such person or or other financial interest with said bidder in his general to pay, directly or indirectly, any money or other valuable association, organization or to any member or agent thereof, a event the same is awarded to
	(name of individ	lual, parlnership or corporation)
	·	and a surface of the
Further afflant sald not.	•	•
	(Sign Here)	
	(0.9.110,0)	
		•
Sworn to before me on	nd subscribed in my presence this	doy of
20	•	
	i	
•		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	l 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 be made, we bind ourselves, our heirs, executors, administrators, successors 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 i	of the said principal
shall execute a contract and give bond for the faithful performance within ten after being notified in writing of the award of such contract to the principal, o surety shall pay the obligee the sum, not exceeding the penalty hereof, by withe contract, covering the said proposal, properly and lawfully executed by obligee and some third party, may exceed the amount bid by principal, then the vold; otherwise it shall remain in full force and effect.	r if the principal or hich the amount of
PRINCIPAL	
BY:	
TITLEByAttorney in Fact	
Automey in Fact	

#### **CITY OF CLEVELAND**

# **BID FORM**

## **⊠ STANDARD CONTRACT BID**

	JIREMENT CONTRACT BID
TO: The Commissioner of Purchases and Supp	olies:
BID FOR Labor and Materials for	Air Duct Cleaning
FOR: The Department of: Public Utilities	
services ("items"), and to accept as full compen	e above articles, commodities, materials, supplies, equipment or sation therefor the price per unit multiplied by the number of units s and prices therefor are set forth in the Schedule of Items hereto to any discount set forth in this bid.
	execute the Contract Agreement and to furnish satisfactory excluding Saturdays, Sundays and holidays, after notice of award
arrears or default to the City of Cleveland upo	ne (as the individual, firm or corporation making this bid) is not in n any debt or contract, nor is a defaulter as surety or otherwise to perform faithfully any previous contract with said City and that arrears or default.
The Undersigned deposits with the bid authorized to do business in Ohio, in the sum of	a Bid Bond to the City of Cleveland signed by a surety company \$
and secure the performance of the same by a business in Ohio and satisfactory to the Directo	ent bank in the sum of \$ t if he be awarded the contract, he will enter into a written contract ond as required of an approved surety company authorized to do r of Law, in the sum equal to the percentage of the total price bid in conformity with the provisions of The Codified Ordinances of
execute said contract and furnish the satisfactor may, at its option, declare the contract abandon Bond shall become due to the City, or the ce	f the bid is accepted and contract awarded and he shall fail to y bond, as required, within the time above specified, then the City ed and this bid null and void. Thereupon the penal sum of the Bid ertified or cashier's check shall be forfeited to and become the therwise, the Bid Bond or the certified or cashier's check, or the ndersigned.
THE UNDERSIGNED UNDERSTANDS THAT BIDS.	THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL
The firm, corporation, or individual name MUST BE SIGNED IN SPACE INDICATED. ERASURES MAY INVALIDATE THIS BID.	Complete: CORPORATION OR FIRM Sign Here By
If the bidder is a firm or corporation, the title of the officer signing and the State in which Incorporated must be indicated.	TITLE OF OFFICER
	BUSINESS ADDRESS OF BIDDER

STATE OF INCORPORATION

BID - SCHEDULE OF ITEMS							
City of Cleveland Division of Purchases And Supplies					BID PAGE 1	OF 1	
					BIDDER MUST		
128 City Hall Cleveland, Ohio 44114					COMPLETE & SIGN BELOW		
TITLE OF DVD		Clevelan	d, Onio	44114		NAME OF FIRM	
TITLE OF BID	and Makawiala fa	u Aiu Duck Classi		•			
Labor	and Materials fo	r Air Duct Cleani	ng	***************************************		CTREET ADDRECC	<u>-</u>
						STREET ADDRESS	
ORDINANCE NO.		PASSED			SIGNED		
181.101 (2)		June 2, 2008			June 6, 2008	CITY	STATE ZIP CODE
DEPARTMENT		Julie 2, 2000	DIVISI	ON.	Julie 0, 2000		STATE ZIF CODE
Public Utilities			DIVIDI	ON			
CITY RECORD ADV	ERTISEMENT DA	TES	L	Х	STANDARD CONTRACT	AUTHORIZED SIGNAT	TIRE
CITT RECORD ADVERTISEPIENT DATES			REQUIREMENT CONTRACT	NOTITION STORATORE			
BUYER				_1	REQUIREMENT CONTINUES	-	
jgilliam@clevelando	nhio gov	BID OPENING			12:00 O'CLOCK NOON	DATE	<del></del>
purchasing@clevel					OFFICIAL TIME		
Fax - 216-664-2275					01100121112		
T GX 210 004 2270		SCRIPTION			QUANTITY	UNIT PRICE	EXTENSION
	DL.	ocidi 11011			QUARTITY	ONTTRACE	LATENSION
Item One	Duct Cleaning	Cleaning for Air Handling Unit #1 servicing					
	floors 1 through	gh 5 on the Nort	h, Norti	neast and	1		
		es of the Carl B.					
		ng. As per the sp	ecificat	ions Sections C			
	and D.						
Item Two	Duct Cleaning	for Air Handling	Unit #3	2 servicina			
	floors 1 through	h 5 on the Sout	h, Sout	heast and	1		
	Southwest sid	es of the Carl B.	Stokes	Public			
Utilities Building. As per the specifications Sections C and D.		ions Sections C					
Item Three	Duct Cleaning	for Liebert Units (2 with common					
100		servicing the 3rd			1		
	room/call cent	er of the Carl B.	Stokes	Public			
		ng. As per the sp	ecificat	ions Sections C			
	and D.						
Item Four	Duct Cleaning	Duct Cleaning for Air Handling Unit servicing					
East section of 1825 Lakeside Utilities building that includes all offices and storage spaces, supply and return air ductwork.  As per the specifications Sections C and D.			1				
Item Five	Duct Cleaning	for Trane roofto	on unit s	ervicina			
110000	west section of	f 1825 Lakeside	Utilities	building	1		
that includes all offices and storage spaces, supply							
	and return air		_				
As per the specifications Sections C and D.			nd D.				
						TOTAL	
							ŀ
THIS A STANDARD CONTRACT. ONE TIME PURCHASE/SERVICE.				VICE.		DELIVERY	PAYMENT DISCOUNT
			_,			(Days)	
						,-,	
							% Days
						FOR PURCHA	ASING USE ONLY
ALL OF THIS BOUN						-	
TOGETHER WITH A							
THE BID. OTHERW:	ISE, THE BID MA	AY BE CONSIDER	RED INF	ORMAL.			

ITEM 7

#### **GENERAL CONDITIONS**

#### B-1 CONSIDERATION OF BIDS.

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

#### B-2 UNACCEPTABLE BIDS.

No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surely 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.

Bildders 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 shell 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 <u>Sub-contractor Addition and Substitution Policy and Procedure</u> is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: <a href="http://www.city.cleveland.oh.us">http://www.city.cleveland.oh.us</a>.

#### 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, ilmitations 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 hamless 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 <u>only if</u> the City of Cleveland has issued a valid, open Purchase Order (PO) with a sufficient free balance to

cover the <u>full</u> 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 <u>must not</u> 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 Ohlo, and the cost shall be included as part of the bid.

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

- a. The City of Cleveland is exempt form 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 salisfactory to the Director of Law.
- 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 dupilicates 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 ilem of service performed / malerial delivered,
- Line item Number from the Contract's Schedule of Items (SOI) that is being involced,
- 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 involces 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 inclicated.

#### 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 Claveland 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.

<u>Section 197</u>. 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 it 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 shell 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, Ohlo, 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, properly 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:

- 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, altempting 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 padicipant 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.epis.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.

# SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

#### LABOR AND MATERIALS FOR AIR DUCT CLEANING

## **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

#### C-1 SCOPE

This document provides specifications for a standard contract with the Department of Public Utilities (DPU), for the purchase of labor and materials for air duct cleaning including all air handling units, reheat coils, VAV boxes, fan powered boxes, diffusers, supply/return ductwork, louvers, dampers, diffusers and return air grilles of the three HVAC systems located in the Carl B. Stokes Public Utilities Building, 1201 Lakeside Avenue and the two HVAC systems at 1825 Lakeside Avenue, Cleveland, OH 44114.

### C-2 CITY OF CLEVELAND FORMS

Failure to submit the following City of Cleveland (City) forms with the Bid <u>will</u> 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 percent (%) 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

- 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 Notary must display the date their commission expires at the bottom of page two unless state requirements differ.
- 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 be filled out completely, signed where necessary and returned.

# SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES CITY OF CLEVELAND — DEPARTMENT OF PUBLIC UTILITIES

## LABOR AND MATERIALS FOR AIR DUCT CLEANING

### **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

## 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. A tour of the 1201 and 1825 Lakeside Avenue facilities will take place after the pre-bid meeting for those in attendance.
- B. The last day for questions is seven business days before the bid opening date. All questions should be submitted in writing via email to <a href="mailto:jqilliam@clevelandohio.gov">jqilliam@clevelandohio.gov</a> and <a href="mailto:jqilliam@clevelandohio.gov">purchasing@clevelandohio.gov</a> or via fax 216-664-2275.

## C-4 RATE OF USE OF LABOR AND MATERIALS FOR AIR DUCT CLEANING

The contractor shall supply labor and materials for the cleaning of air ducts associated with the HVAC systems for the Department of Public Utilities that may be required to be performed. The Director of Public Utilities or his designee shall determine when the Contractor shall work within its facilities.

#### C-5 METHOD OF AWARD

The award will be made to the lowest and best bidder on the total shown within the Bid - Schedule of Items page.

DPU may reject bids for improper submittal of documentation, incomplete submittal of documentation and/or unsubstantiated information within submittal. Performance, cost, timeliness and safety shall be considered as the essence of the contract.

#### C-6 PAYMENT

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

 Original invoice to the Department of Public Utilities, Attn: Payables Unit, 1201 Lakeside Avenue, 4<sup>th</sup> Floor South, Cleveland, OH 44114 or <u>payables unit@clevelandwater.com</u>.

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

The Contractor shall submit requests for payment in writing to the Director of DPU or his designee for approval. The contractor 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) CWD "ship to" address, (9) itemized costs including item descriptions, quantities, unit costs, and cost

# SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES CITY OF CLEVELAND — DEPARTMENT OF PUBLIC UTILITIES

## LABOR AND MATERIALS FOR AIR DUCT CLEANING

# **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

extensions (and, if against a contract, Bid - Schedule of Items (SOI) references), (10) total invoiced amount, and (11) itemization of any applicable discounts or mark-ups (stipulated through the contract). Sales tax shall not be included, as the City is exempt.

## C-7 BIDDER QUALIFICATIONS

- A. Bidder must be a member of the National Air Duct Cleaners Association (NADCA) and be certified by NADCA to perform Air Conveyance System (ACS) cleaning or be a member and be certified by a nationally recognized organization dedicated to the cleaning of HVAC systems. Documentation must be submitted with the bid package.
- B. Bidder must be regularly engaged in the field of ACS cleaning and will submit with the bid package a list of five references where services have been performed.

If not provided as part of the bid response, the bidder must provide said evidence within seven calendar days after request/notification to do so.

#### C-8 RESPONSIBILITY

- A. If the Contractor shall neglect to pursue the work properly, or if he should refuse to remedy any defects in his work due to inferior quality of workmanship or 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 the bidder.
- B. The Manager of General Maintenance must be notified of the visits and completion of work performed and he shall acknowledge the visit by signing each work report. Failure to obtain acknowledgment may result in a refusal of bill payments.
- C. Contractor must provide all necessary equipment involved in the on-site service such as scaffolding, rigging, and machinery.
- D. The standard of cleanliness shall be consistent with the current NADCA Standard ARC 2006, titles "Assessment, Cleaning, and Restoration of HVAC Systems.
- E. All systems shall be back in operation at the end of work day and all work areas will be returned to an "as found" condition.
- F. The Contractor shall provide a list of any mechanical or ductwork deficiencies noted during performance of services, to allow for immediate corrective action.

# SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES CITY OF CLEVELAND — DEPARTMENT OF PUBLIC UTILITIES

## LABOR AND MATERIALS FOR AIR DUCT CLEANING

## **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

# C-9 FAMILIARITY WITH THE SITE, EQUIPMENT, AND REQUIRED WORK

The bidder may, before submitting a bid, examine any drawings available (Appendix A contains 8.5 X 11 inch drawings of the facilities) and visit the sites to make a thorough investigation of the work to be required. A site visit will be held after the pre-bid meeting. Any additional site visits must be requested through the Division of Purchases and Supplies.

# C-10 MATERIALS, SERVICES AND UTILITIES PROVIDED

Any water or electricity needed for the work to be done shall be provided by DPU at no charge. DPU shall also be responsible for the disposal of all solid and liquid waste.

### C-11 SECURITY

To ensure the safety and security of the water system DPU requires that the Contractor provide faxed information to verify the identity of driver and employees, as well as the license plate and make of the vehicle that will be used to enter DPU facilities. Contractor will provide identity information to person specified in the release order.

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

### C-12 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-13 INDEMNITY CLAUSE

The Contractor 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 Contractor, or as a result of the performance of this contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or his/her employee, and whether or not the person(s) injured or whose property was damaged were third parties, and the Contractor shall at his/her own expense defend the City of Cleveland, 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

# SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES CITY OF CLEVELAND — DEPARTMENT OF PUBLIC UTILITIES

## LABOR AND MATERIALS FOR AIR DUCT CLEANING

## **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

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 paragraph A 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 such laws.

By executing the contract, the Contractor acknowledges that the parties have mutually negotiated the foregoing waiver.

# C-14 PUBLIC LIABILITY, PROPERTY DAMAGE AND VEHICLE INSURANCE

- A. The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, wherein the City of Cleveland is named as an additional insured, as shall protect himself, any subcontractor and the City of Cleveland from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone employed by him. An exact copy of such policy or policies shall be deposited with the City of Cleveland before the commencement of any work under this contract. The amounts of such insurance shall be as follows:
- B. Public Liability Insurance: In an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one occurrence involving injury to more than one person, and property damage insurance in an amount not less that \$200,000.00.
- C. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required or by separate policies of insurance in amount as follows:
  - 1. Public Liability insurance to cover each vehicle used in the performance of the contract in an amount not less than \$500,000.00 on account of injury or death of one person and not less than \$1,000,000.00 on account of injury or death of two or more persons.

# SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES CITY OF CLEVELAND — DEPARTMENT OF PUBLIC UTILITIES

#### LABOR AND MATERIALS FOR AIR DUCT CLEANING

### **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

- 2. Property damage liability insurance to cover each vehicle used in the performance of the contact in an amount not less than \$200,000.00 in any occurrence.
- D. Contractor shall notify the Director, in writing, at least 10 days before it cancels or reduces its insurance policy or coverage and immediately upon the Contractor's receipt of notice from its insurance company of any cancellation or reduction of the required insurance policy or coverage.
- E. The contractor shall provide Ohio Workers Compensation insurance as needed to protect his work force.

The Department of Public Utilities may choose to waive this clause for proper cause.

## C-15 LAWS, PERMITS AND REGULATIONS

The Contractor shall comply with all applicable laws of the Federal Government, State of Ohio and Ordinances of the City of Cleveland or other municipality in which the work is 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.

### C-16 ACCEPTANCE OF PERFORMANCE

It shall be understood and agreed by the parties hereto that the Director of the Department of Public Utilities or his designee shall determine the satisfactory quality of the work furnished under the contract.

#### C-17 MATHEMATICAL ERRORS

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

# SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES CITY OF CLEVELAND – DEPARTMENT OF PUBLIC UTILITIES

## LABOR AND MATERIALS FOR AIR DUCT CLEANING

## **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

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-18 NOTICE TO PROCEED

The language anywhere else in this contract notwithstanding, the term of this contract shall begin when the Department of Public Utilities issues a Notice to Proceed to the Contractor. The Notice to Proceed shall not be issued until the contract has been fully executed and delivered to all parties.

## C-19 PREVAILING RATES OF WAGES

- A. Failure to submit certified payroll reports and/or identified noncompliance items may result in withholding of invoice payments until the missing documentation and/or corrections made to certified payrolls to bring the Contractor/subcontractor into compliance has been received.
- B. Upon completion of the Contract term and prior to final payment thereof, each Contractor or subcontractor shall file with the CWD Contract Compliance Unit an affidavit stating that it has fully complied with Chapter 4115 of the Ohio Revised Code. Failure to do so may result in the withholding of remaining payments until submission.
- C. All communications, document submissions, questions, et cetera regarding prevailing wage requirements should be directed to the following: DeAndrea Pruitt, Contract Compliance Unit, 1201 Lakeside Avenue, 4th Floor South, Cleveland, OH 44114.

## C-20 HEALTH AND SAFETY REQUIREMENTS

- A. Contractor shall comply with all OSHA standards as well as all federal, state and local requirements for protecting the safety of its employees and building occupants.
- B. Under Hazardous Communication Standard 1910.1200; DPU must provide the Contractor with the knowledge of any hazards that may be encountered at the jobsite.
- C. Contractor shall report to DPU the existence of any unsafe conditions which prevent the performance of this project in a safe manner.
- D. Contractor shall observe OSHA safety regulations at all times during the performance of this project, including but not limited to the following:
  - Respirator Protection
  - Lock-out/Tag-out

# SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES CITY OF CLEVELAND — DEPARTMENT OF PUBLIC UTILITIES

## LABOR AND MATERIALS FOR AIR DUCT CLEANING

## **SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

- Hazardous Communication
- Confined Space Entry
- E. Contractor shall become familiar with the building layout, security requirements, vehicle access, fire extinguishers and emergency exits.
- F. Comply with all requirement of the DPU Contractor Safety Program (Appendix B).

# SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES CITY OF CLEVELAND/DEPARTMENT OF PUBLIC UTILITIES

## LABOR AND MATERIALS FOR AIR DUCT CLEANING

#### **SECTION D - TECHNICAL SPECIFICATIONS**

# D-1 CLEANING OF AIR CONVEYANCE SYSTEMS (ACS) AND ACS COMPONENTS

- Air handling units, including all accessible internal components shall be vacuum cleaned to remove visible surface contaminants. Coils (heating, evaporator and condenser), blowers, blower housings and condensate drain pans, shall be thoroughly cleaned by high pressure washing as needed. Before washing of the components, verify that the drain system is operating properly.
- All compartments of the air conditioning units shall be cleaned, including the outside air intake, return air plenum, filter plenum and supply plenum.
- Ductwork The interior of all supply/return and outside air ductwork will be cleaned
  using direct contact vacuum methods. Utilizing existing and newly cut access holes
  in the duct system at intervals that will enable the cleaning technician to maintain
  close contact with the surfaces being cleaned. Note remote type vacuuming, air
  washing or cleaning methods utilizing hoses longer than can be visually observed
  from the point of insertion are not acceptable.
- Internally lined fibrous glass ductwork shall be cleaned in accordance with the recommended practices of NAIMA (North American Insulation Manufacturers Association).
- Re-heat coils will be vacuum cleaned to remove surface contamination then pressure
  washed to remove debris from between coil fins. FP and VAV boxes will be
  disassembled, cleaned and returned to as found condition. Vendor must report
  problems with assembly/disassembly of FP/VAV boxes to Building Manager in writing
  by COB the following day.
- Louvers and dampers shall be cleaned. If dampers must be moved to ensure complete cleaning, they will be marked and returned to their original position to prevent unbalancing the system.
- All registers, grilles and diffusers and their internal components will be removed, washed and replaced in their original position.
- The ceiling surrounding the registers, grilles and diffusers will be vacuum cleaned to remove loose dirt accumulation.
- Every effort will be made to clean the ductwork and ACS components, which
  includes cutting access into the ductwork and removing panels from equipment.
  However, the contractor will not be held responsible for failure to remove debris that
  may be inaccessible due to obstructions such as plaster ceilings, fire and masonry
  walls.

# SPECIFICATION/DESCRIPTION OF PRODUCTS AND/OR SERVICES CITY OF CLEVELAND/DEPARTMENT OF PUBLIC UTILITIES

## LABOR AND MATERIALS FOR AIR DUCT CLEANING

### **SECTION D - TECHNICAL SPECIFICATIONS**

 All vacuum equipment utilized to clean the ACS shall be HEPA filtered to prevent contamination of the occupied space. All equipment and furniture shall be covered and protected from any dust or contaminants in work area.

# D-2 SERVICE OPENINGS – CLOSURE PANELS/ACCESS DOORS

Contractor shall provide service openings as required for proper cleaning, at various points of the ACS, for physical and mechanical entry.

- 1. Service openings will be installed in accordance with the following NADCA standards:
  - ACR 2006, titled "Assessment, Cleaning, and Restoration of HVAC Systems"
  - 05-1997, titled; "Requirements for the Installation of Service Openings in HVAC Systems."

## 2. Types of service openings:

Closure Panels - Prefabricated sheet metal cover plate, fastened with sheet metal screws and caulked to prevent air leakage.

Access Doors - Service openings in round ductwork will be closed with Ductmate brand (or equivalent) round duct access doors to ensure proper air tight closure.

Any rigid or blanket type insulation removed to allow for the installation of duct access doors will be re-installed and the seams covered and secured to eliminate any heat or cooling loss.

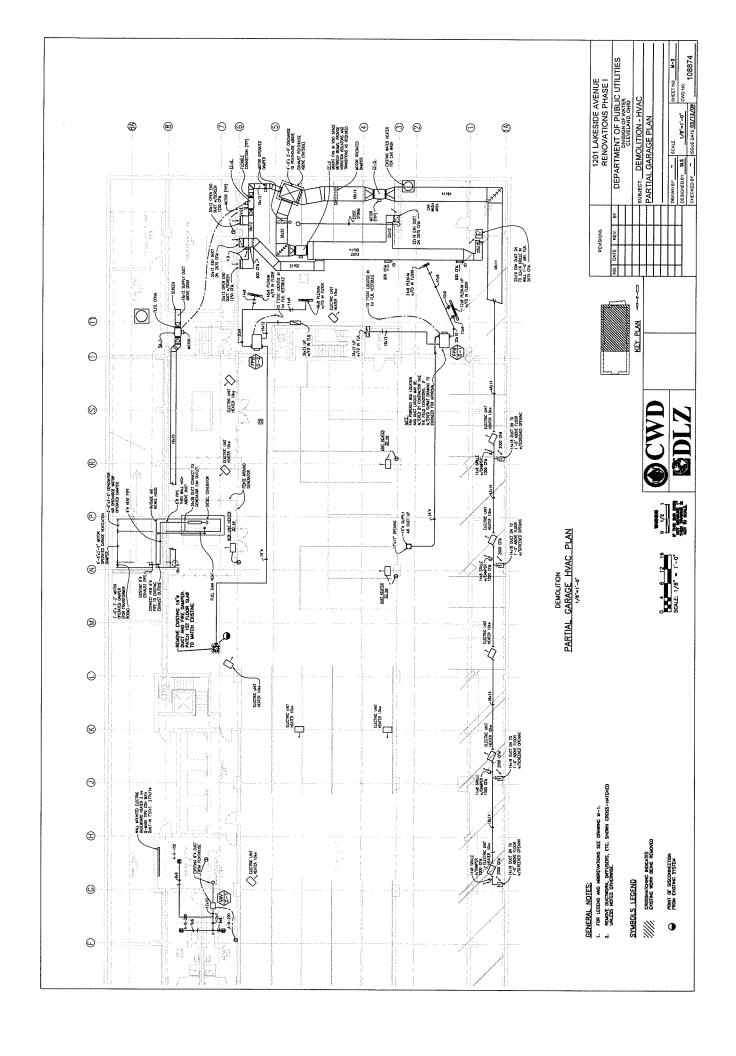
#### **D-3 SANITIZING**

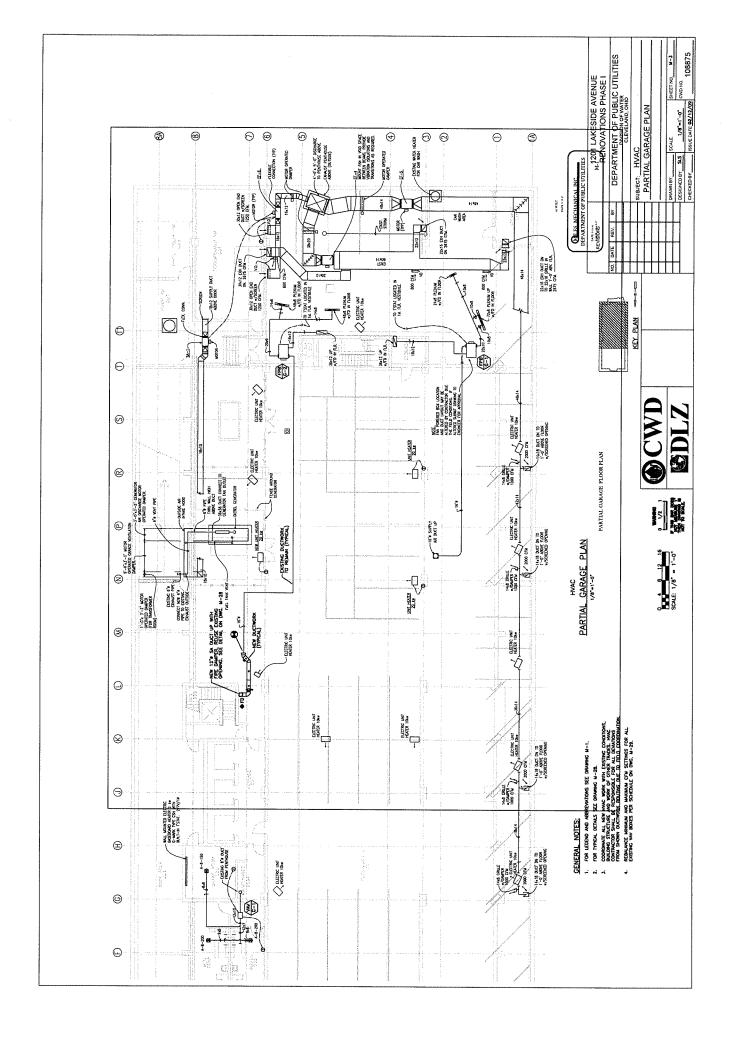
- After the systems have been mechanically cleaned, EnviroCON product as a fungistat/bacteriostat will be applied to the ductwork and ACS components.
- Apply the sanitizing solution onto the interior surfaces of the ACS using a suitable spray or fogging device. The coils, plenum and condensate pans will also be sanitized.
- After treatment, the area served by the treated system shall remain unoccupied for one hour before allowing people to re-enter the area.

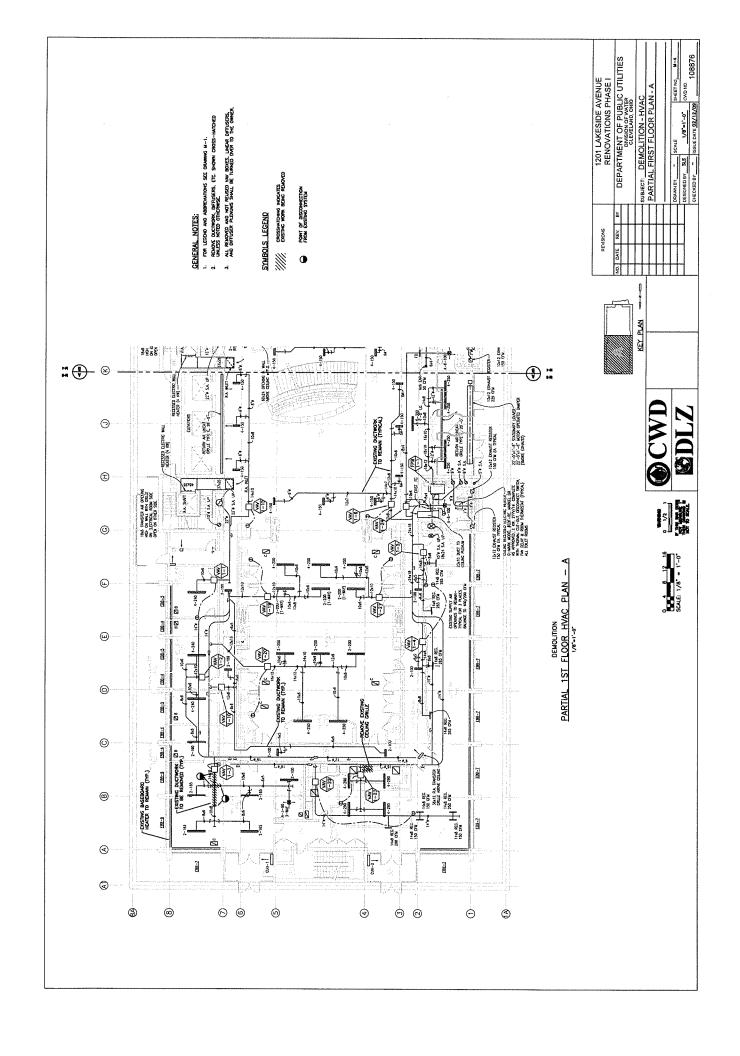
# LABOR AND MATERIALS FOR AIR DUCT CLEANING

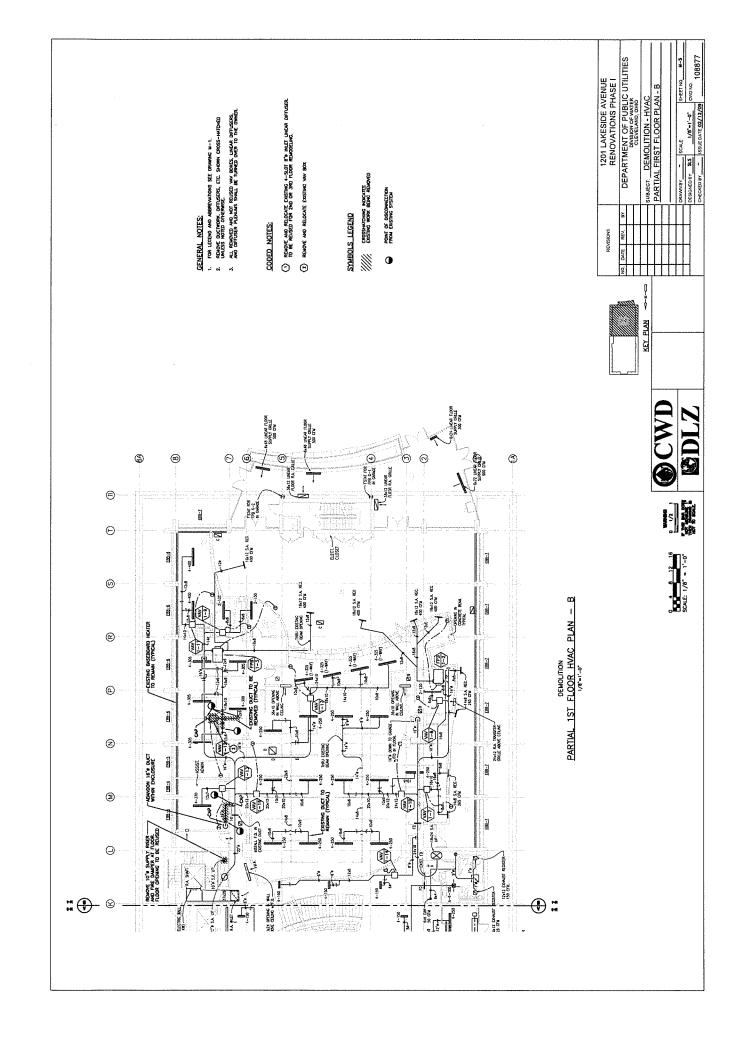
## **APPENDIX A**

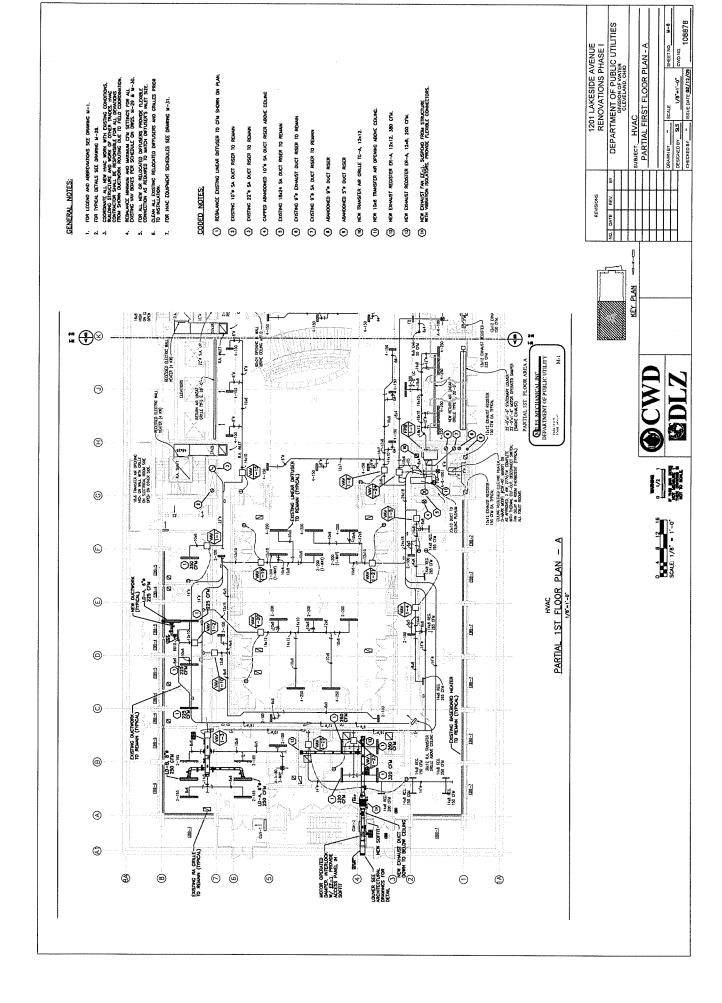
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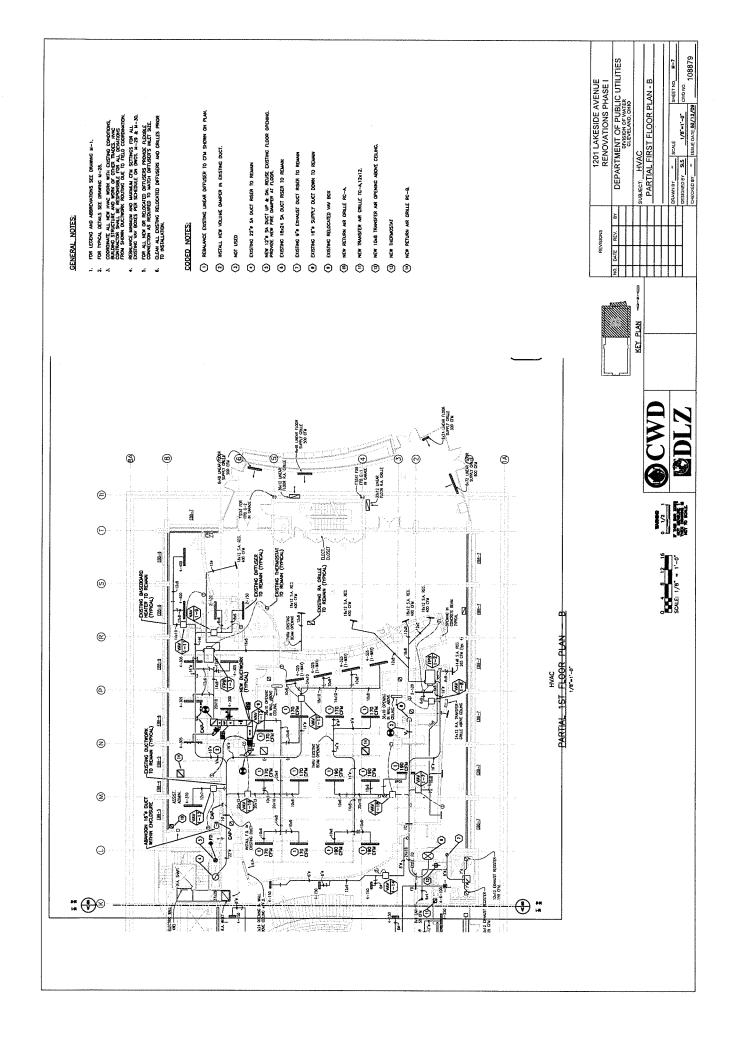


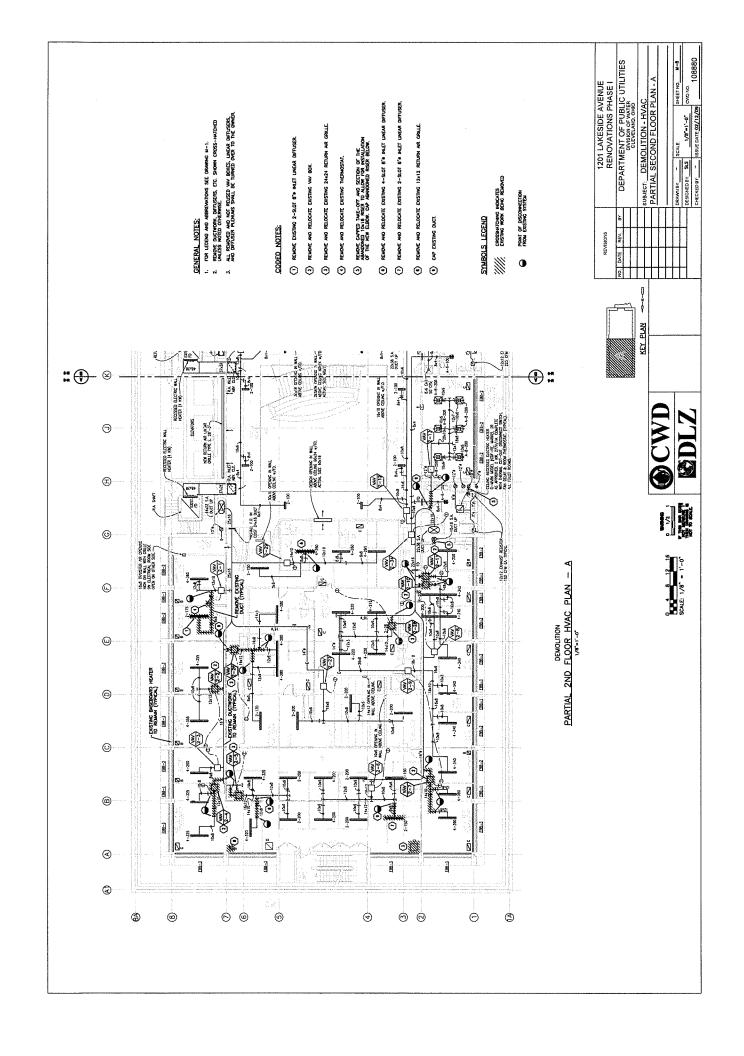


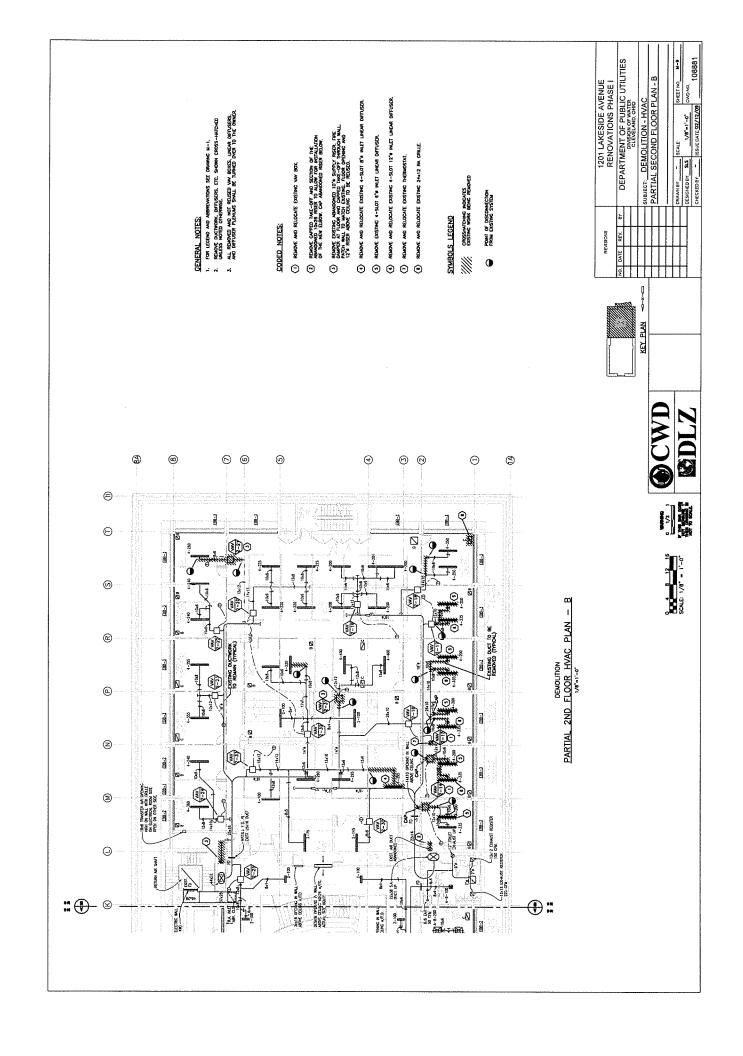


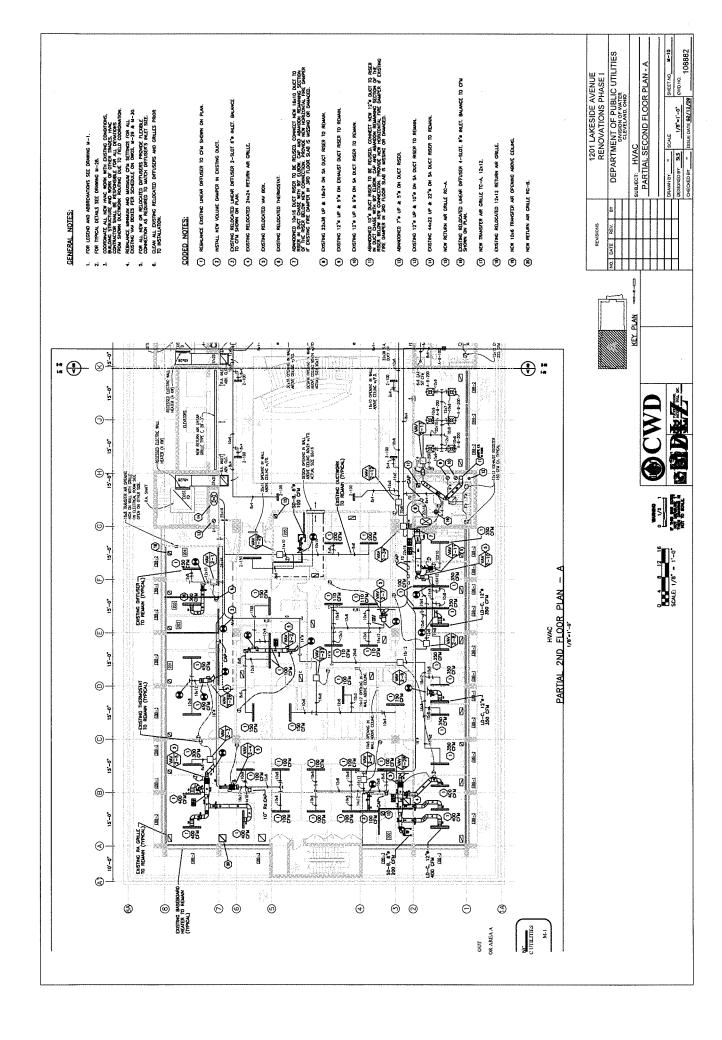


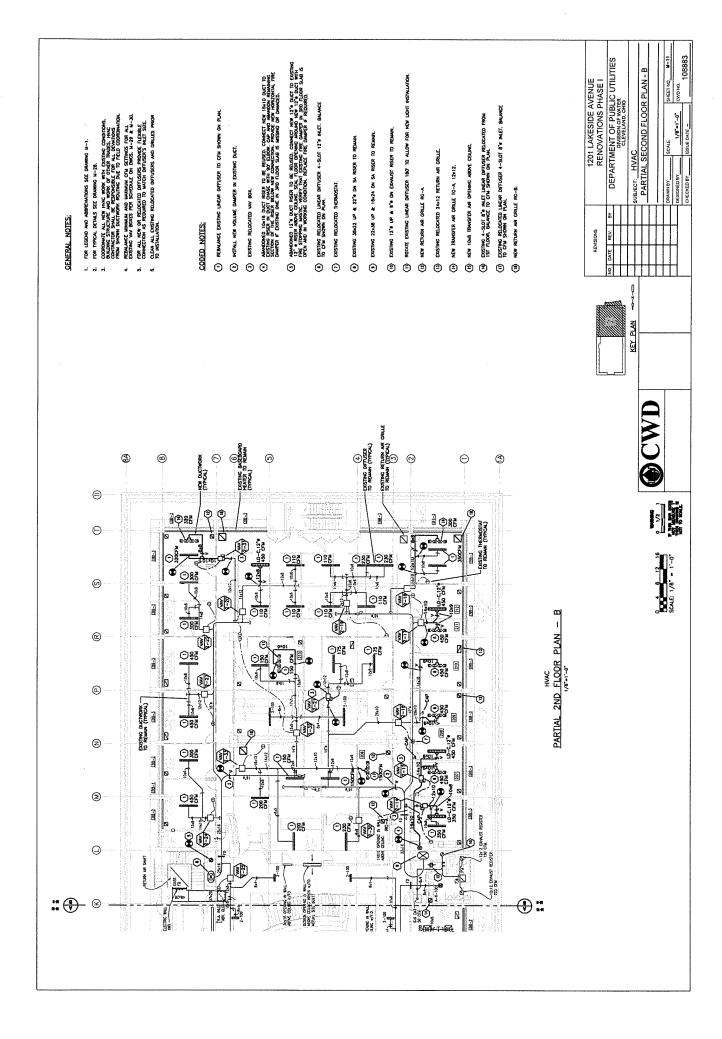


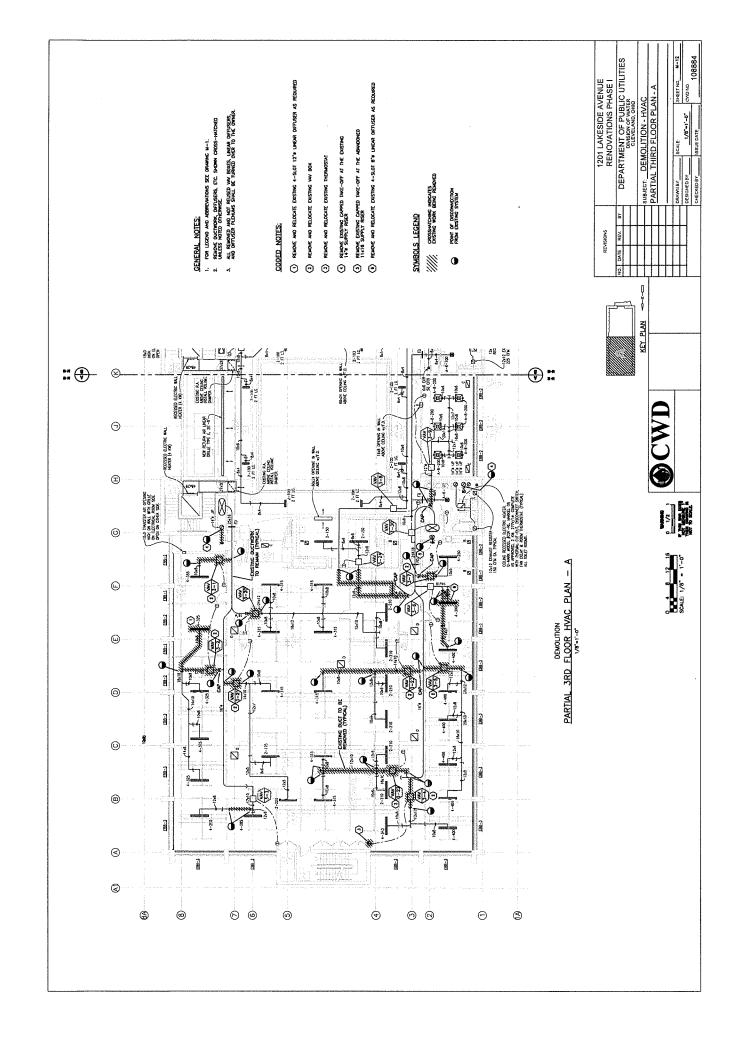


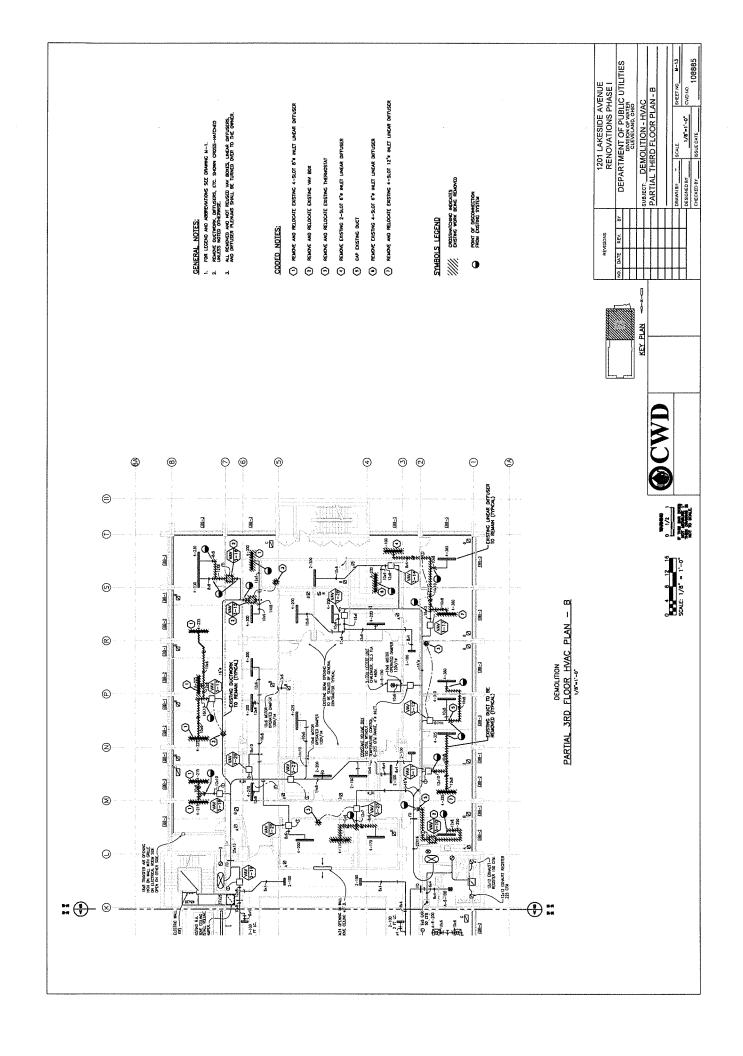


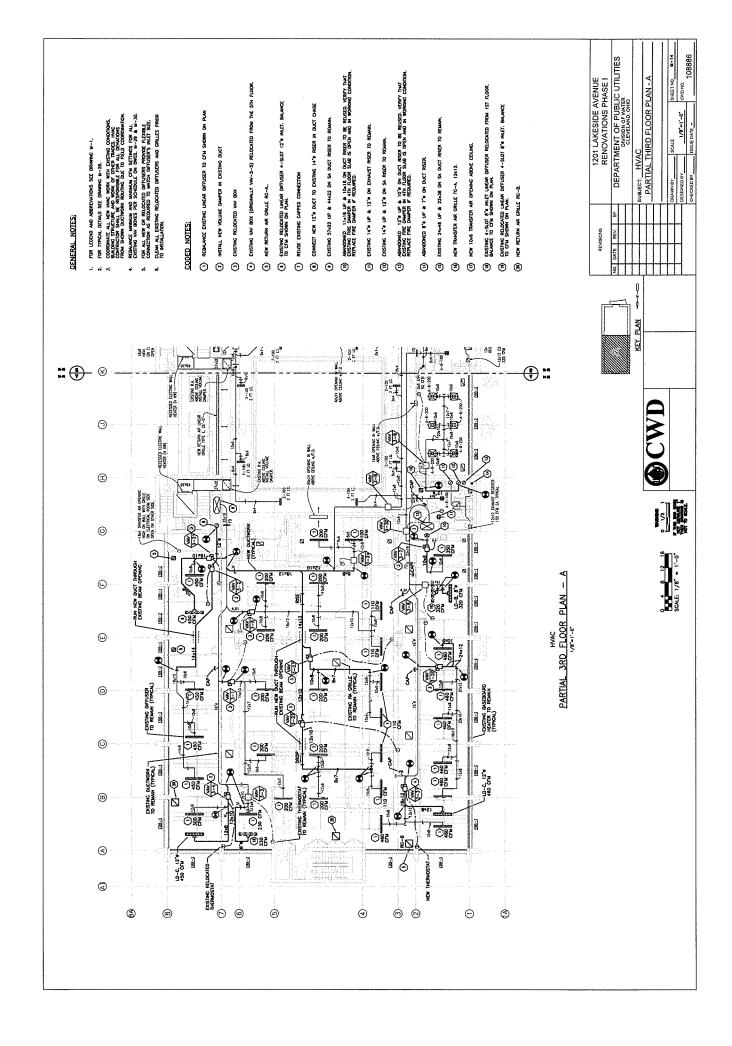


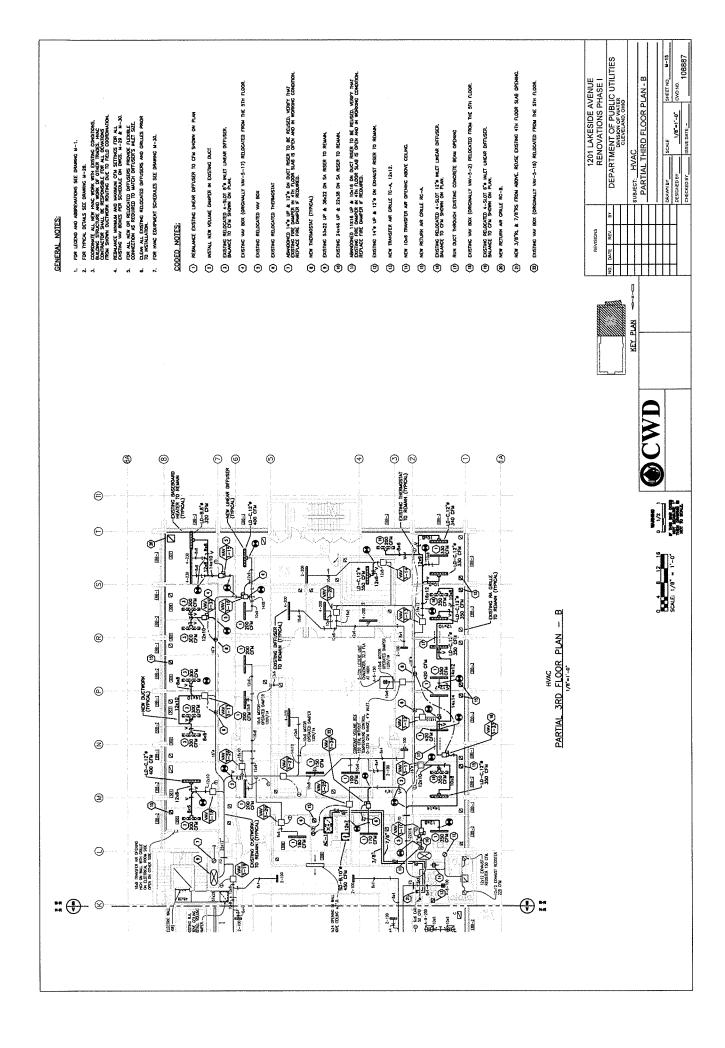


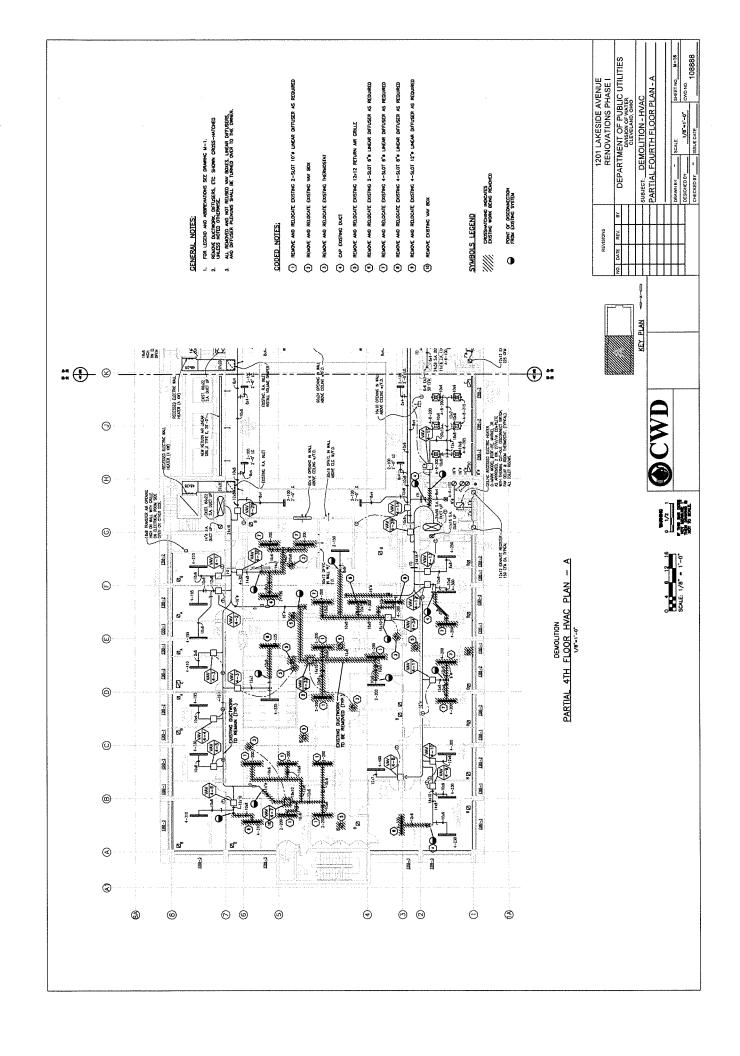


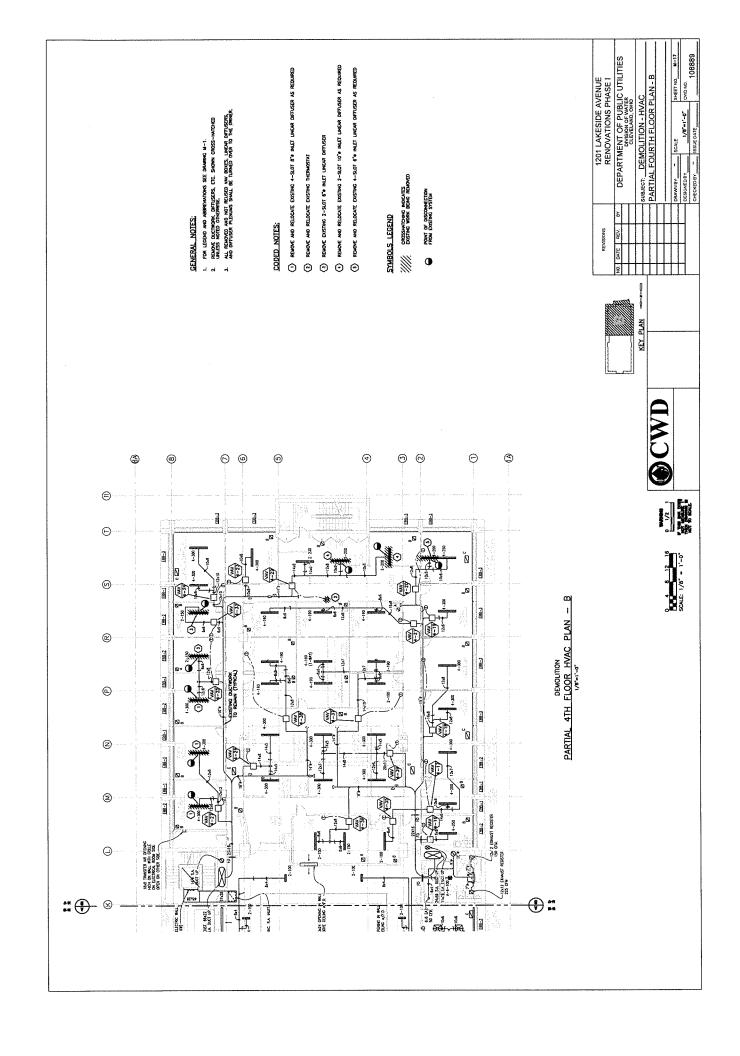


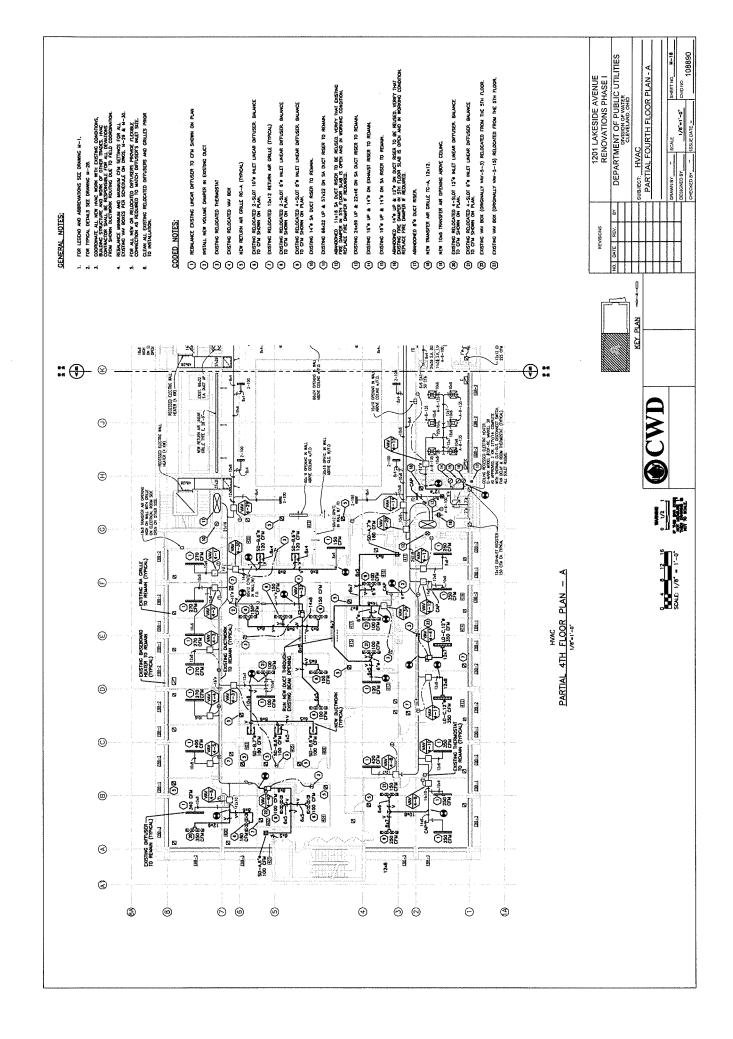


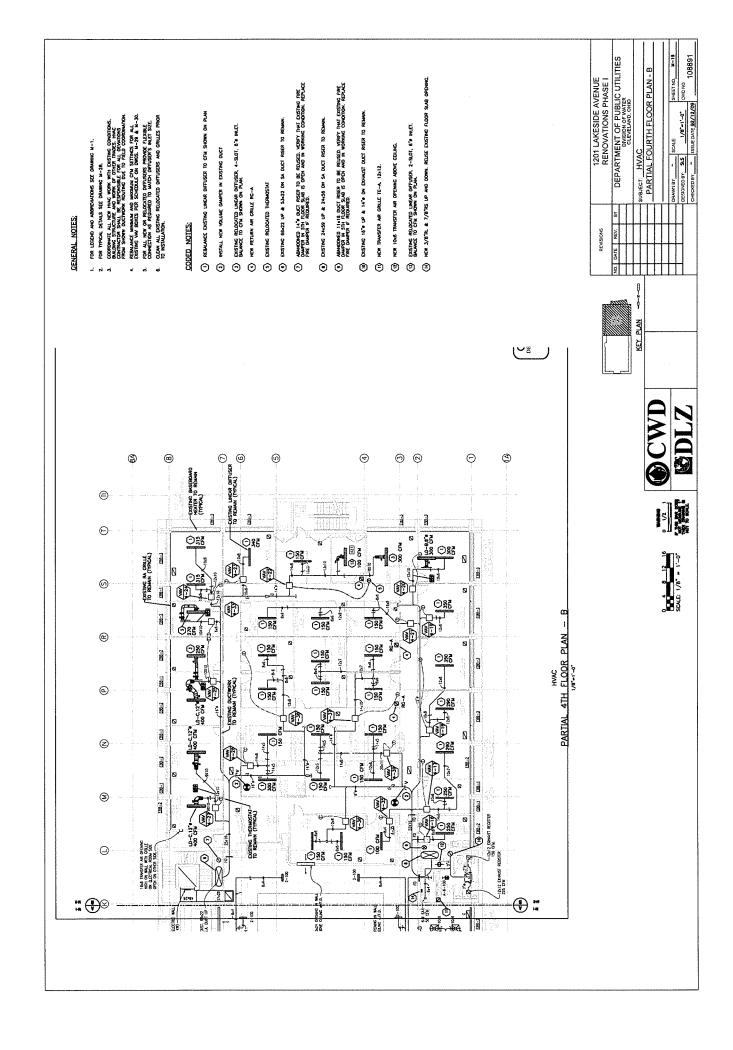


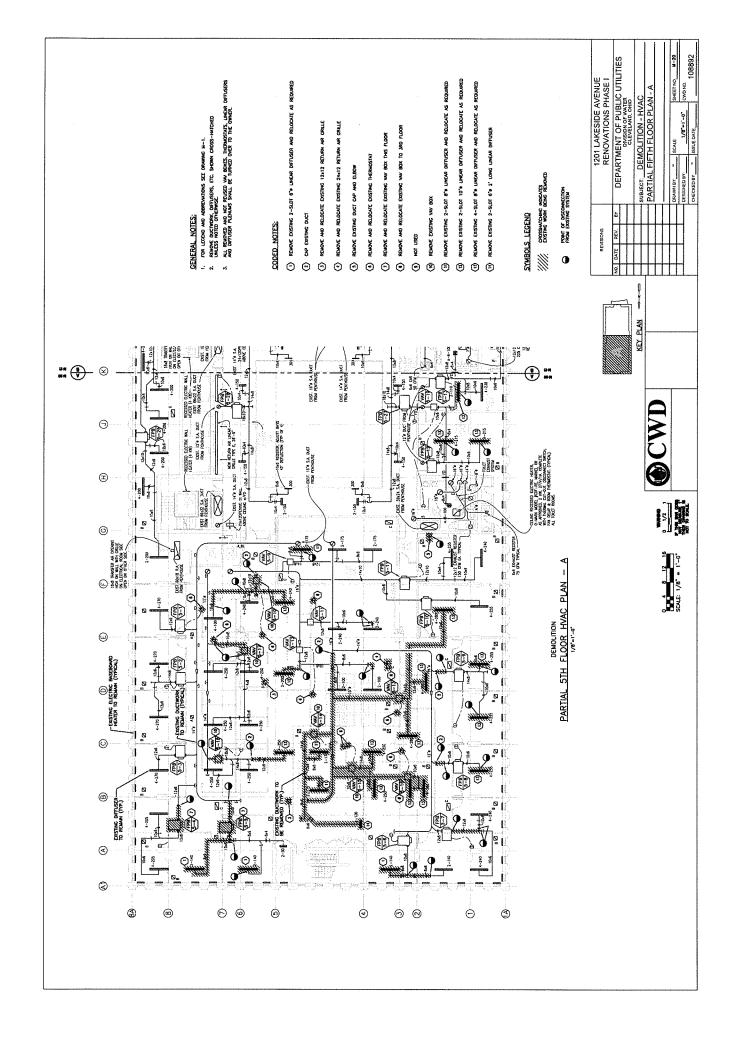


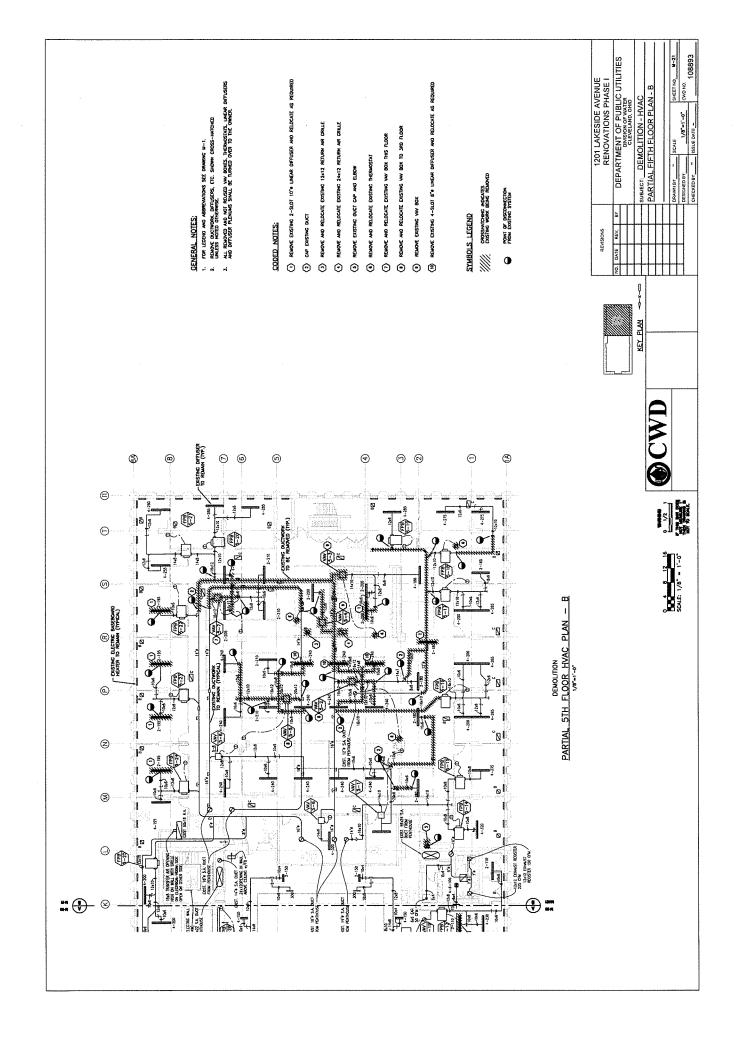


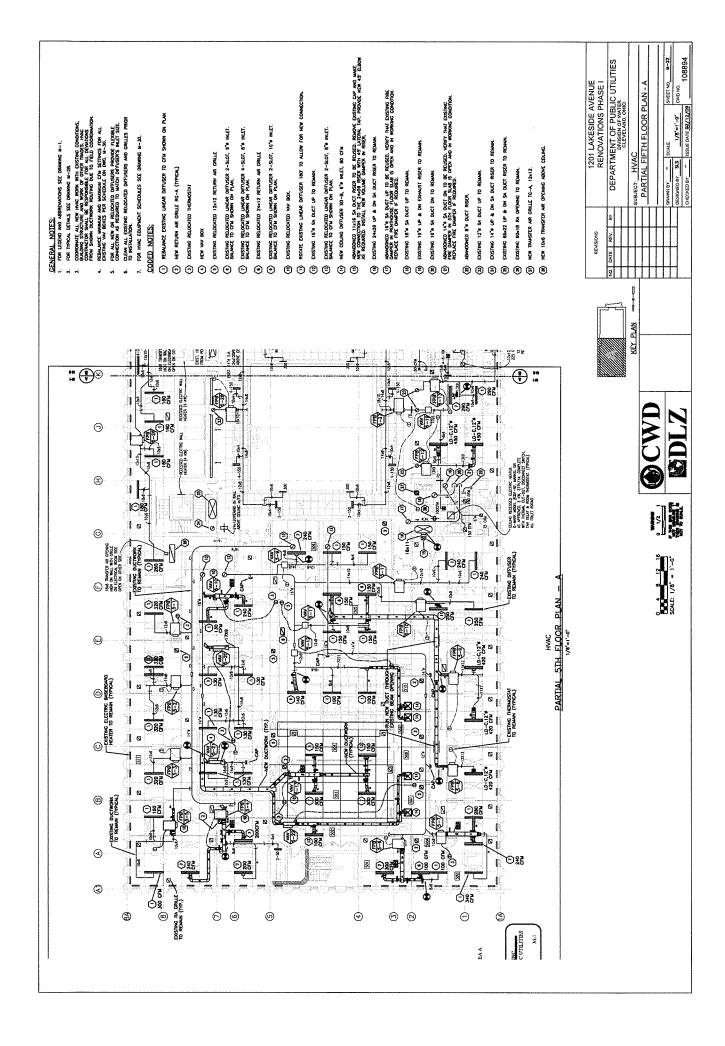


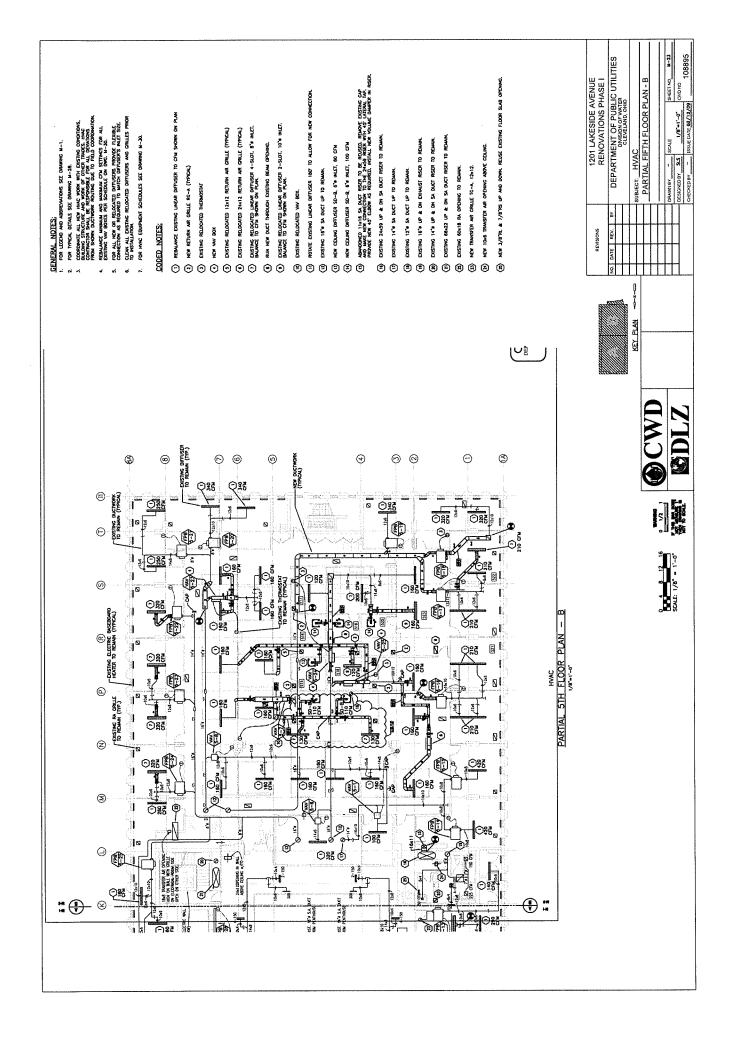


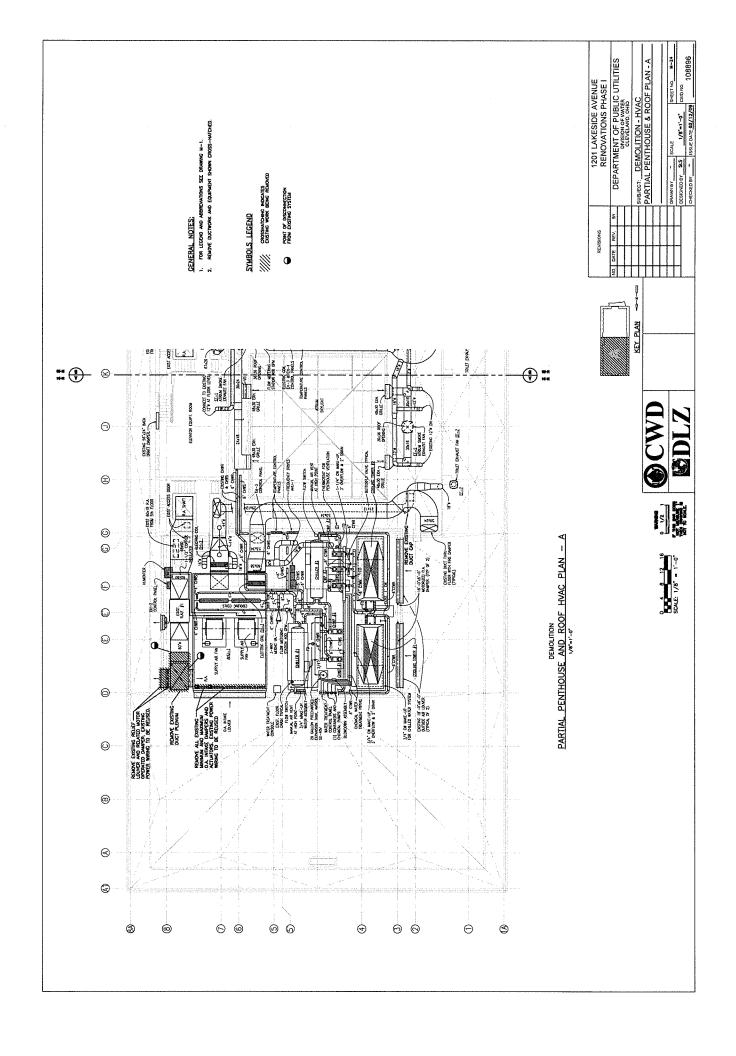


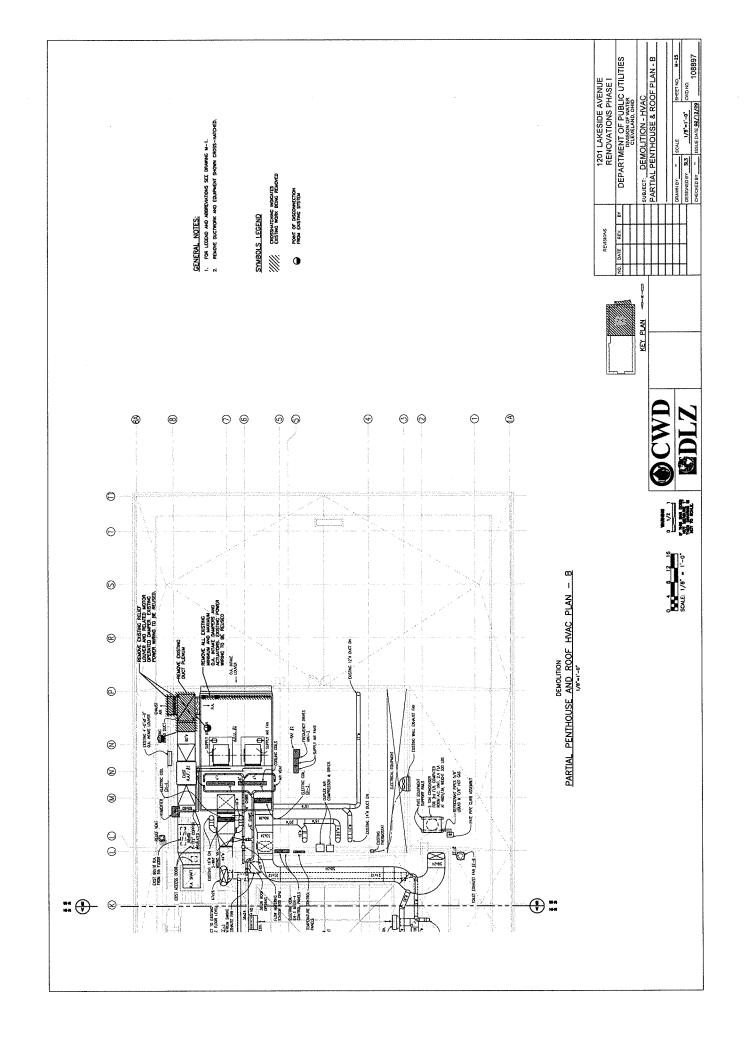


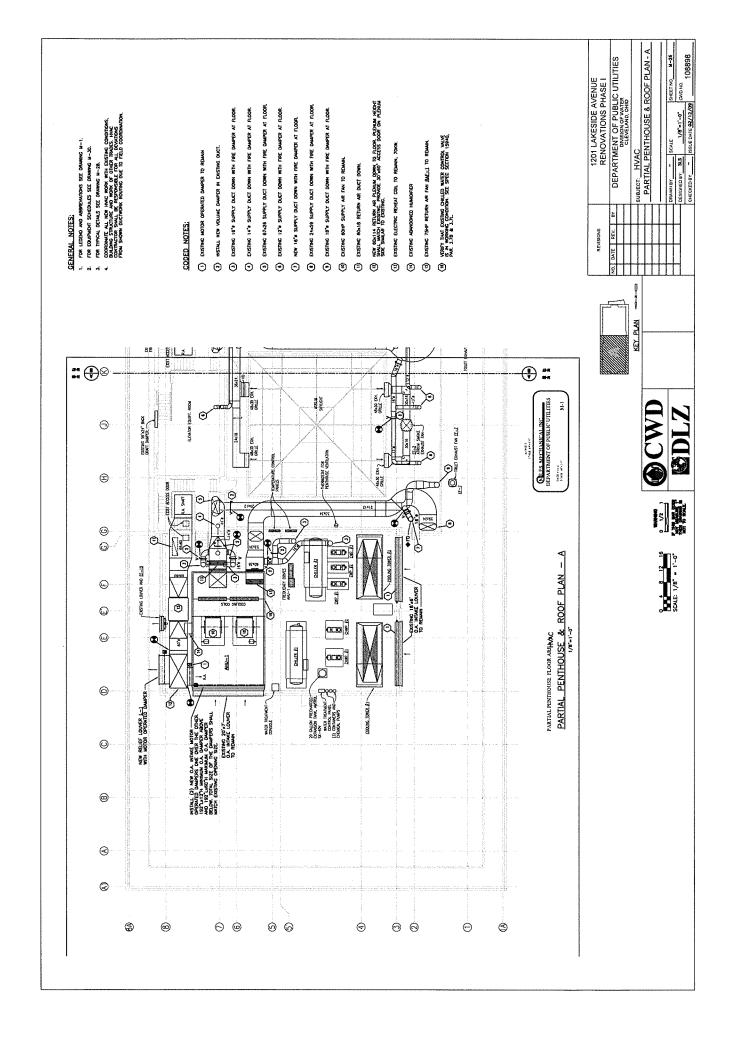


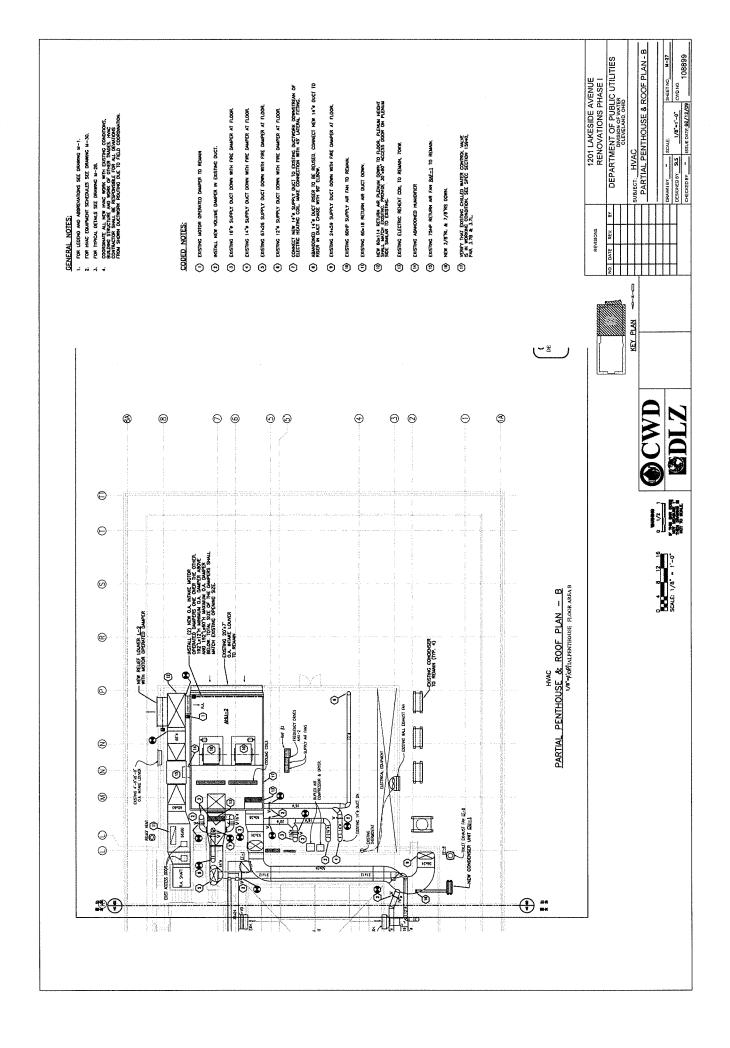


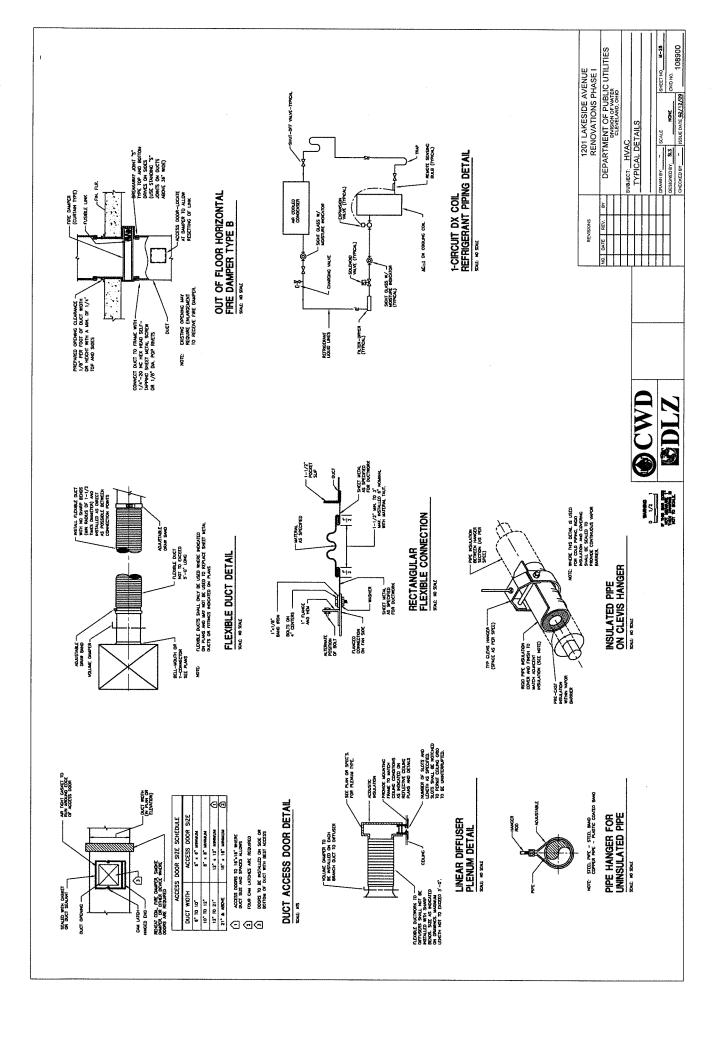












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REMARKS

AMMUFACTURER & MODEL No.

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ELECTRIC ROHEAT COL.

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VARIABLE AIR VOLUME 4

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DOSTING VAY BOX RELOCATED FROM STH FLOOR, ORIGINALLY VAV-5-2. MIERLOCK WITH EXISTING ELECTRIC BASEBOARD HEATER.

EXISTING VAY BOX RELOCATED FROM STH FLOOR, ORICHALLY VAY-5-17, MITRILOCK WITH EXISTING ELECTRIC BASCBOARD HEATER.

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HEATER

EXISTING VAV BOX
EXISTING VAV BOX INTERLOCKED WITH EXISTING

RELOCATED VAV BOX RELOCATED WAY BOX 252 ğ 000000

EXISTING VAV BOX RELOCATED FROM 5TH FLOOR, ORIGINALLY INTERLOCK WITH EXISTING ELECTRIC BASEBOARD HEATER.

INTERLOCKED WITH EXISTING ELECTRIC

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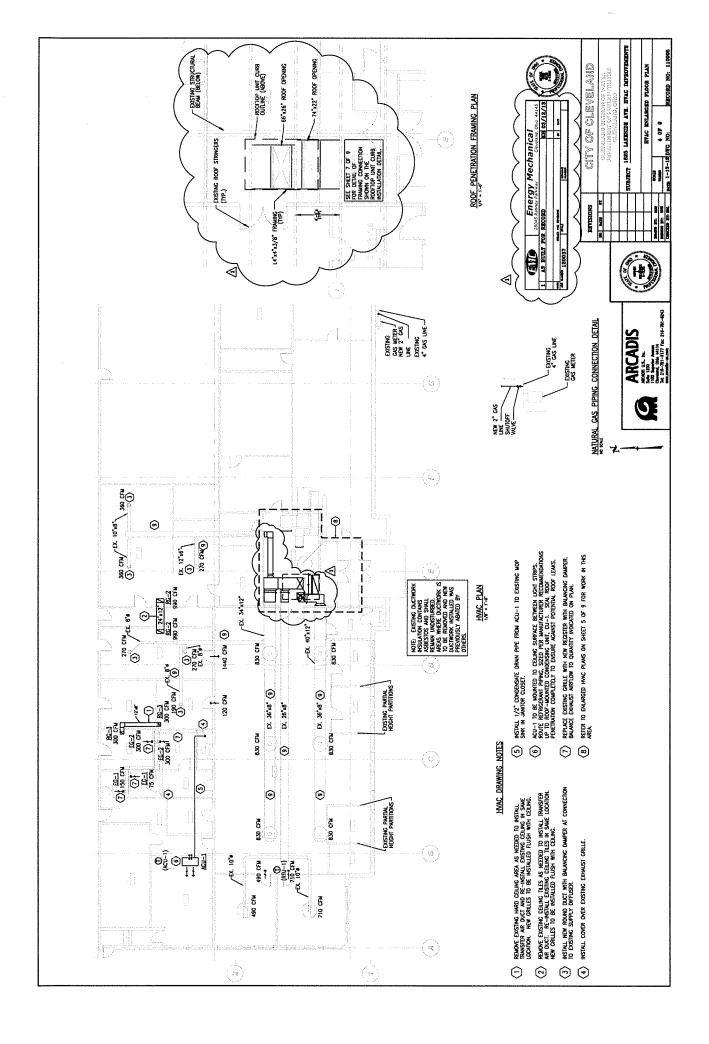
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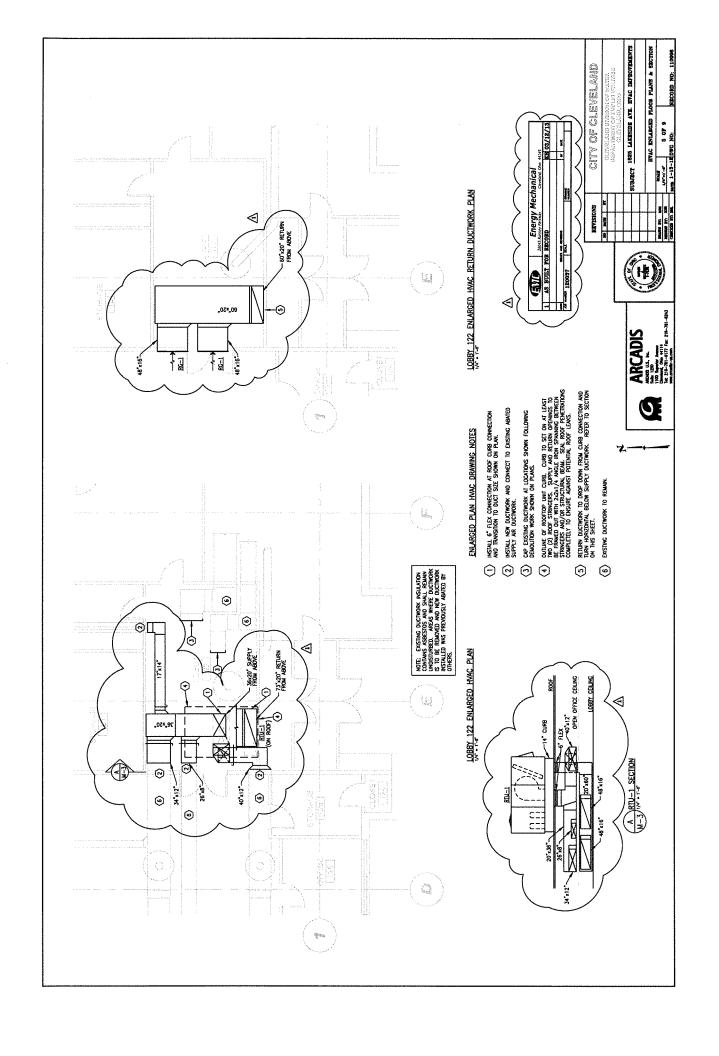




#### LABOR AND MATERIALS FOR AIR DUCT CLEANING

## APPENDIX B





# CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES



**Contractor Safety Program** 



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

#### 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

<u>Contract</u> – 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.

<u>Construction Project</u> – 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.

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

<u>Contractor Safety Potential Hazard Notification Form</u> – 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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<u>Department Contract Administrator</u> – 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.

<u>Notice of Non-Compliance Safety Form</u> – 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.

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

<u>Non-Construction Project</u> – 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.

<u>Pre-Construction Safety Meeting Checklist</u> – 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.

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

<u>Pre-Construction Safety Meeting Checklist</u> – 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.

<u>Safety Concerns</u> – 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 <u>DPU Division Commissioner</u>

- 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 <u>DPU Divisional Contractor Administrator</u>

- 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 <u>DPU Employees</u>

- 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 <u>DPU Risk Management Group (To Include Divisional Safety Programs Managers)</u>

- 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 <u>Contractor General Requirements</u>

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 <u>Divisional Pre-Construction Safety Meeting Guidelines</u>

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 <u>Sample Contractor Health and Safety Specifications</u>

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 <u>Health and Safety Information Submittals:</u>

- 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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#### 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 <u>Hazard Disclosers Relevant to Contractor Work Site</u>:

- 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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#### 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 <u>Training Frequency</u>

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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- 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



PROCEDURE NUMBER	HSE-SWP-15a	EFFECTIVE
PROGRAM TITLE	Field Safety Inspection Guidelines	REVISION I
PROGRAM OWNER	DPU Risk Management	REVISION I

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

#### 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.** <u>Contractor</u> 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.



PROCEDURE NUMBER	HSE-SWP-15a	EFFECTIVE DATE	9/1/2018
PROGRAM TITLE	Field Safety Inspection Guidelines	REVISION NO.	1
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- 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.



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

- **3.2.7.** As appropriate, the Field Inspector shall document identified hazards with photographs.
- 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 <u>immediate</u> 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.



PROCEDURE NUMBER	HSE-SWP-15a	EFFECTIVE DATE
PROGRAM TITLE	Field Safety Inspection Guidelines	REVISION NO.
PROGRAM OWNER	DPU Risk Management	REVISION DATE

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

- **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.



PROCEDURE NUMBER	HSE-SWP-15a	EFFECTIVE DATE	9/1/2018
PROGRAM TITLE	Field Safety Inspection Guidelines	REVISION NO.	1
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- **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



PROCEDURI	e number	HSE-SWP-15b	EFFECTIVE DATE	7/21/2017
PROGRAM 7	TTTLE	Contractor Safety Potential Hazard Notification Form	REVISION NO.	1
PROGRAM (	OWNER	DPU Risk Management	REVISION DATE	11/2/2018
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Pre-Const Contracto Scheduled Contracto Contracto DPU Rep	rs Name: I Project to r's Safety r's Phone resentative	Start Date:  Representative:  No:		
Safety Co	onsiderat	NAME ions and Potential Hazards	PHONE NUM	BER
Item#	<del>,</del>	n & Precautions		
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2.				
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7.				***************************************
8.				······································
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PROCEDURE NUMBER	HSE-SWP-15b		EFFECTIVE DATE	7/21/2017	
PROGRAM TITLE	Contractor Safety Potential Hazard Notification Form		REVISION NO.	1	
PROGRAM OWNER	DPU Risk Management		REVISION DATE	11/2/2018	
					-
require me to assess	s the work location and implement safe	ety contr	ols and procedu	res, as	
appropriate, which	are compliant with Federal, State and	Local re	gulations.		
Contractor Representative: Date:					
		_			
DPU Representativ	e:	_Date:			
Disclaimer: Potent	ial hazards identified on this form ma	v not ha	complete It is a	ha contractor's	
	dress and notify DPU of any unforeseed				
their contracted wo		i nazara	s mai may ar ise	white executing	
tneir contractea wo	ork activities.				



PROCEDURI	e number	HSE-SWP-15b	EFFECTIVE DATE	7/21/2017
PROGRAM 1	TITLE	Contractor Safety Potential Hazard Notification Form	REVISION NO.	1
PROGRAM (	OWNER	DPU Risk Management	REVISION DATE	11/2/2018
Pre-Const Contracto Scheduled Contracto Contracto DPU Rep	truction Mors Name: If Project to the Project to th	ontract No:		
	ety Mana	NAME	5-555-DIGG PHONE NUM	BER
Item #		ions and Potential Hazards  a & Precautions		<del></del>
1.	Existing	tion of Cleveland and Euclid Street- kn utilities – previously disturbed soil – "C	C" soil conditions o	
3. 4.	Speed	und and residential houses near work lo limit 35 mph – Additional traffic c ction work zone.		r needed for
information based on (City of Corequire m	on to my the City of Cleveland/ ne to ass	E) Excavation Company understand employees. I also understand that the harm of Cleveland/DPU's understanding of the DPU) activities. I further understand that the ess the work location and implement are compliant with Federal, State and Local	zard information pre work location as it my (contractors) acti safety controls and	esented to me is pertains to their vities will



PROCEDURE NUMBER	HSE-SWP-15b		EFFECTIVE DATE	7/21/2017
PROGRAM TITLE	Contractor Safety Potential Notification Form	Hazard	REVISION NO.	1
PROGRAM OWNER	DPU Risk Management		REVISION DATE	11/2/2018
OPU Representativ	re: Bob Engineer	Date: _	_01/01/17	
Contractor Represe	entative: Larry Boss	Date:	_01/01/17	a variable and a second
	tial hazards identified on this fo	•	•	
esponsibility to ad	dress and notify DPU of any un	foreseen hazar	•	
esponsibility to ad	dress and notify DPU of any un ork activities.	foreseen hazar	•	
esponsibility to ad	dress and notify DPU of any un ork activities.	foreseen hazar	•	
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PROC	EDURE	NUMBE		SE-SWP-15c		EFFECTIVE DATE	7/21	/2017	
PROGRAM TITLE Pre-Construction Checklist			re-Construction Safety Meeting hecklist		REVISION NO.	1			
PROC	GRAM O	WNER	D	PU Risk Management		REVISION DATE 11/2/2018			
Proje	ect Tit	le and	l Cont	ract No:					
Pre-0	Constr	uction	n Mee	ting Date:					
Cont	ractor	s Nan	ne:					·····	
Sche	duled	Proje	ct Sta	rt Date:					
Cont	ractor	s Sai	ety K	epresentative:					
Cont	ractor	's Pho	one N	o:					
DPU	Risk	Mana	geme	nt's Representative Name and Phone No:					
				•					
	Yes	No	N/A				·····		
	1 63	110	13/23						
1.				Hazardous Materials Information relevant to the					
				with the project has been provided to the contrac Communications Standard.	tor	as required by the	Hazard		
L									
2.				Confined Space Entry, Lockout/Tagout, Electrica					
				requirements have been reviewed with the contra comply with OSHA.	icto	or. The contractor	ındersta	inds to	
3.				The contractor has been instructed to provide the					
				identified on the "Contractor Safety – Potential F contractor specifications.	laz	ard Notification"	orm and	d in	
4.	1	<b> </b>	<del>                                     </del>	In accordance with regulatory requirements, the	con	tractor is reminde	d to mai	ntain	

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.

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).



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

6.	The contractor understands that the City of Cleveland/DPU Construction Inspector is not a safety professional, and will only provide "Notice of Non-Compliance Conditions" for obvious and serious Non-Compliant conditions affecting City of Cleveland/DPU or contractor personnel. The contractor has responsibility for the safety of all individuals (including the City of Cleveland/DPU Construction Inspector) who enter into the construction work Zone.
7.	Contractors are required to operate and maintain their own equipment (safety equipment, etc.). City of Cleveland/DPU safety equipment will not be loaned to the contractor.
8.	The "Contractor Safety-Potential Hazard Notification" has been reviewed.



PROCEDURE NUMBER	HSE-SWP-15d	EFFECTIVE DATE	7/21/2017
PROGRAM TITLE	Notice of Non-Compliance	REVISION NO.	1
PROGRAM OWNER	DPU Risk Management	REVISION DATE	11/2/2018
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DPU Representativ	e:(Nam	20)	
Contractor's Safety	Representative:	······································	***************************************
	(Na	me)	
Project Name:	Contract No:		
Contractor:		***************************************	
			**************************************
Issued to Contracto	r's representative,		
	(Name)		
	A		1
on	atAn unsafe condition	on was observed in t	ne area
	ion is not immediately corrected, DPU may	y suspend work acti	vities at the cost
of the contractor un	til a resolution on this matter is reach.		
(Inspector)	(Superviso	or)	
` '		,	
Further Action Take	en:		· · · · · · · · · · · · · · · · · · ·
••••			
	***************************************		
Unsafe Condition R	Resolved: Date:Ti	me	
Clisate Condition is	Cesorved. Date.		
Further Remarks:			
	THE AMERICAN CONTROL OF THE CONTROL		



PROCEDURE NUMBER PROGRAM TITLE PROGRAM OWNER	HSE-SWP-15d Notice of Non-Compliance DPU Risk Management	EFFECTIVE DATE REVISION NO. REVISION DATE	7/21/2017 1 11/2/2018
PU Representativ	ve Signature:	Date:	
ontractor Represe	entative Signature:	Date:	····-
Check the box	c if the Contractor Refused to Signature		
	- y		



DOUGH TO AM TO		HSE-SWP-15e	EFFECTIVE DATE	7/21/2017
PROGRAM TI		Request for Safety Program  DPU Risk Management	REVISION NO. REVISION DATE	1 11/2/2018
PROGRAM O	OWNER	DPO RISK Management	REVISION DATE	11/2/2018
Company	Name: _			***************************************
Project:	**************************************		Da	te:
				***************************************
Safety Rep	p:			
Health and	d Safety (	Officer:		
Phone No:	•	Email:		***************************************
		ence Modification Rate (EMR)		
		nt Workers Compensation Carrier		
and sat	fety prog	rams. All items marked below shall be submu	ited to the City o	)T
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Clevela constru A.	land/DPU uction.	within 15 calendar days from the execution on the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the execution of the calendar days from the calendar days fro	f the contract an	d or start of
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A. B. C.	and/DPU uction.  Trei Elec Res Con Loc	within 15 calendar days from the execution of the executi	f the contract an	d or start of
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PRO	CEDUI	RE NUMBER	₹	HSE-SWP-15e		EFFECTIVE DATE	7/21/2017
PROGRAM TITLE			Request for Safety Program		REVISION NO.	1	
PRC	GRAM	OWNER		DPU Risk Management		REVISION DATE	11/2/2018
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	J.	A	sb	estos Work Plan			
	K. Lead Work Plan						
	L.	S	ilio	ca Exposure Plan			
	M.			other health and safety program or pron) that the Contractor recognizes must			
Site	Safe	ety Offic	er	Resume			
virt	ue of	training	ar	nmary of qualifications/resume of the F nd experience is qualified to recognize a ction locations (s).			
I ce	rtify,	on the b	eh	alf of			<b>⊸</b> (Company Name)
that	the i	nformat	ion	n provided herein is true and correct.			
DP	J Rej	presenta	tiv	e: I	Date: _		
Cor	ıtract	or Repre	ese	ntative:D	ate:		



## **SAFE WORK PRACTICE**

PROCE	DURE N	UMBER	HSE-SWP-15e	EFFECTIVE DATE	7/21/2017
<del></del>	LTTT MAS		Request for Safety Program	REVISION NO.	1
PROGR	IWO MAS	NER	DPU Risk Management	REVISION DATE	11/2/2018
Comp	any N	ame: .emove	abandoned water lines on Euclid Ave	D	ate: 01/01/17
Addre	ess:	123 E	uclid Court		
Safety	Rep:	Mi	ke Safety		
			Officer: James Safety, Director of Safety		
			DYCC	excavatingco.co	om
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A	<b>\</b> . ✓	Tre	nching and Excavation Program (Competent l	Person For Excav	ration)
E	3. 🗸	Elec	ctrical Safety Program		
C	C. 🗸	Res	piratory Protection Program		
	). 🗸	Cor	nfined Space Entry Program		
E	E. 🗸	Loc	kout/Tagout Program		
F	₹. 🗸	Fall	Protection Program		
C	3. ✓	Hea	alth and Safety Plan		
F	I. ✓	Haz	zardous Materials Communication Program (F	HazCom)	
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## **SAFE WORK PRACTICE**

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		RE NUM			SWP-15e est for Safety Pro	aram			REVISION NO.	<u> </u>	7/21/2017
					Risk Management				REVISION DATE	Ξ	11/2/2018
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	I.	<b>√</b>	Power Certif		ndustrial Trucks or s	r Earth Mo	ving Equ	aip	oment Copies	of	Training
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virtu	ie of	train	ing and	expe	of qualifications/reprience is qualified cation(s).					sue	es that may
I cer that	tify, the i	on th	ne behal nation p	of_ ovio	ded herein is true a	and correct	·.			,	(Company Name)
DPU	J Re <sub>j</sub>	prese	ntative:	Bob	Engineers		Date: _		01/01/17		
Con	tract	or Re	present	itive	: Larry Boss		_ Date: _		01/01/17		
					Example		Meise I	έş	31.533		

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

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

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

## Prevailing Wage Notification

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

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

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

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

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

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

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

The Contractor and all subcontractors shall submit to the City's Prevailing Wage Coordinator (CPWC) or other designated Department Representative, certified payrolls on form <a href="https://www.mbpw1509">whpw1509</a> or equivalent form meeting the reporting requirements established by Ohio Revised Code Chapter 4115, in accordance with Sections 4115.07 and 4115.0719(c) O.R.C., three weeks after the start of work and every subsequent week until the completion of the project. Additionally, a copy of the "Apprentice Certification" obtained

from the Ohio State Apprenticeship Council must accompany all certified payrolls submitted for all apprentices working on the contract.

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

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

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

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

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

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

Jeh120709



## 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:	



## CITY OF CLEVELAND FAIR EMPLOYMENT WAGE LAW REQUIREMENTS

## **NOTICE TO BIDDERS:**

## **Introduction**

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

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

## **Bid Schedules**

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

## Fair Employment Wage

From October 1, 2024 to September 30, 2025, the Fair Employment Wage is at least \$15.85 per hour.



## **Covered Employers**

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

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

Food Service

**Janitorial** 

**Security Services** 

Parking Lot Attendants

Home Health Care Aides

Waste Management

**Automotive Repair Services** 

Landscaping

Towing

**Building and Maintenance Services** 

Carpentry

**Clerical Services** 

**Urban Forestry** 

Housekeeping

Street Maintenance and Repair

Sidewalk Maintenance and Repair;

### and

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

## 3. The bidder is either

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

or

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

## **Covered Employees**

### A. Definition.

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

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

## B. Exclusions.

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

- 1. Uncompensated volunteers
- 2. Individuals in job training programs with classroom instruction where the individual is a client of the program
- 3. Employees who work on public construction projects subject to state or federal wage rate laws.



- 4. Employees covered by collective bargaining agreements or the Railway Labor Act
- 5. Employees of commercial retail establishments
- 6. Persons not employed in the State of Ohio
- 7. Persons under 18 years of age
- 8. Persons working, on average, less than 30 hours per week

## **Exemptions from Fair Employment Wage Law**

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

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

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

### Health Care Insurance Preference

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



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

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

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

## Record-keeping Responsibilities

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

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

Upon demand of the City, you or your company shall provide access to the payroll records required to be maintained, and shall allow City representatives to observe work being performed and to interview employees as may be necessary to monitor compliance or to investigate a charge of noncompliance with the Fair Employment Wage provisions.

## **Employee Notice Requirements**

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

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

## City Resident Hiring

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

## Compliance with Federal Laws

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



## DECLARATION OF NUMBER OF PERSONS EMPLOYED BY THE BIDDER

1.	Are you a for-profit	or a non-profit entity?
	ımber of Current Employees	Number of Employees If Contract Is Awarded
		k
	,	k
	×	•
	*	•
	ĸ	•
	please identify in what increment paid)?	at is the lowest amount paid to any employee
		ime:



## DECLARATION OF HEALTH INSURANCE COVERAGE

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

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

mastrorate form you complete.
Do you provide or offer to provide health care insurance to your employees who work thirty (30) or more hours a week? YesNo
2. What are the basic outlines of any health care insurance plans offered?
3. Answer the following specific questions about all of the health care insurance plans offered to your employees who work thirty (30) or more hours a week.  a. What is the monthly employee contribution to the health care insurance plan?



b.	What is the amount of any employee deductible for plan coverage?
c.	What is the amount of any employee co-payments for plan coverage?
d.	Is dental insurance offered to your employees?
e.	Describe the range of services offered under any health care insurance plans offered to your employees.
4.	Have you offered reasonable health care insurance to your employees that they, as a group, have refused?yesno
	When?

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

## AFFIDAVIT OF COMPLIANCE WITH CLEVELAND CODIFIED ORDINANCE CHAPTER 189

County of	)	
State of	)	) ss:
1,	···	, being duly sworn according to law, ne facts stated herein,
hereby state as follo	•	ie racis stated nerein,
1. I am the		(title) of
		(name of entity or company) and am
authorized to sign th	is affidavit.	
	Fair Employmen	company agrees to comply with the t Wage Law, Cleveland Codified Ordinance Chapter 189, o this bid/proposal.
	.01(d) of the abo	ided whether all Covered Employees, as ve-named entity are currently paid the Fair Employment
	YES	NO
	F	FURTHER AFFIANT SAYETH NAUGHT.
	-	
		lame: itle:
SWORI		and subscribed in my presence this day of
	-	Notary Public

## **CURRENT CONTRACTS WITH THE CITY**

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

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



### SUPPLEMENTAL NOTICE TO BIDDERS

## NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Under Sec. 181.36 Cleveland Codified Ordinances, the information requested on this page must be supplied by all Contractors and any Subcontractors having more than a fifty percent (50%) Interest in the proposed contract before the City will award a contract. Any Contractor or Subcontractor that is found to have made a false statement in the Disclosure shall be in default of its bid and/or contract obligations and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, a Contractor or Subcontractor shall be automatically ineligible to bid to supply any goods or services to the City for a period of two years.

## CHECK WHICHEVER IS APPLICABLE:

- A. ( ) The undersigned or any controlling shareholder, \*subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph A. is checked, proceed to the signature line.)
- B. ( )The undersigned or any controlling shareholder, "subsidiary, or parent corporation IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph B. is checked, please ellher check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has compiled with the stipulation contained in paragraph C.
- C. ( ) The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPALS FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

Name of Contractor or Subcontractor
Ву:
Title:

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

## SUPPLEMENTAL NOTICE TO BIDDERS

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES. . DISCLOSURE

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



## 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 I	IAS NOT	had any	Adverse Do	eterminations
wi	ithin the last three (3) years.				

(B) (	) The undersigned pers	on or entit	y HAS had	any Adverse	Determinations	within
the	e last three (3) years.					

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

	Name of Person or Entity:
***************************************	Signature:
	Printed Name of Signatory:
	Title of Signatory:
	Date:



## MAYOR'S OFFICE OF EQUAL OPPORTUNITY

## **CLEVELAND AREA BUSINESS CODE**

## NOTICE TO BIDDERS & OEO SCHEDULES

City of Cleveland Justin Bibb, Mayor

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

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

Each Contract also shall contain the following equal opportunity clause:

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

- 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 Vietnamera 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, <u>material supplier</u> and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."



## MAYOR'S OFFICE OF EQUAL OPPORTUNITY

## PARTICIPATION INFORMATION FORM

(Requirement and Standard Contracts)

The Subcontractor Participation Goals for this contract are:

## 20% CSB Participation

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

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

Click on CSB/MBE/FBE Registry.

Rev jeh 031

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

## Cleveland Area Business Code

## **NOTICE TO BIDDERS**

## 1. Introduction:

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

## 2. Definitions:

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

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

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

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

## 3. Required OEO Schedules:

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

### Schedule 1: PROJECT CONTACT INFORMATION FORM

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

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

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

### Schedule 3: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

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

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

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

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

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

## 4. Equal Employment Certification:

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

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

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

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

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

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

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

### 5. Good Faith Effort Evaluation

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

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

## 6. CSB Certification:

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

There are two classifications of CSBs:

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

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

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

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

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

## 7. CSB Contract Participation

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

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

Construction Contracts: 30% CSB Subcontractor Participation
Professional Services Contracts: 10% CSB Subcontractor Participation
All Other Contracts: 20% CSB Subcontractor Participation

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

## 8. MBE/FBE Certification:

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

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

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

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

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

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

## 9. MBE and FBE Contract Participation

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

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

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

## 10. MBE/FBE Bid Discounts:

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

### 11. MBE/FBE Evaluation Credits:

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

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

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

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

## 13. CSB Bid Discounts:

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

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

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

CCSBs.

### 14. CSB Evaluation Credits:

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

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

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

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

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

## 16. LPE and SUBE Certification:

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

## 17. LPE and SUBE Bid Discounts:

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

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

## 18. LPE and SUBE Evaluation Credits:

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

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

## 19. Maximum Annual Subcontracting Program Benefit:

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

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

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

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

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

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

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

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

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

### 21. Joint Ventures:

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

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

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

## 23. Subcontractor Participation Compliance Monitoring

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

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

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

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

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

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

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



## City of Cleveland Office of Equal Opportunity Schedules

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

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

WWW.CLEVELANDOHIO.GOV/OEO



## City of Cleveland Office of Equal Opportunity Schedules Checklist

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

Schedule 1: Project Contact Information Form	
□ Is all requested contact information included?	
☐ Is the form complete and signed?	
Schedule 2: Certified MBE/FBE/CSB Subcontractor Participation Commitment	
□ Did you specify the total dollar amounts for each subcontract?	
□ Did you verify that each subcontractor is certified for the type of work to be performed?	<b>?</b>
□ If applicable, has the re-subcontracting section been completed?	
□ Is the form complete and signed by the subcontractor?	
Schedule 3: Schedule of Subcontractor Participation	
□ Did you specify the total dollar amount of the subcontract?	
Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification	
□ Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)	ì
If you are claiming that subcontracting is not available or practical on this contract, hav provided an explanation on a separate, attached sheet?	e you
□ Is the form complete and signed?	

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



Project Name:							
Bidder/Proposer Name:							
art I: Bidder Information							
Contractor's Full Legal Name:							
Contractor's Address:	40 Alak			Federal T	ax ID Numbe	r (EIN):	
City:					State and Zip:		
Contractor's Principal Officer Name:				Phone Number:			
Contractor's Main Email Address:				<u> </u>			
Contractor's Authorized OEO Represen	tative Name:			Phone Nu	mber:		
Authorized OEO Representative Email A	Address:	118741444444					
Are you Certified with the Office of Equal Opportunity? Check all that apply:	CSB	□ MBE	□ FBE	SUBE	LPE	SFP	
Signature:Bidder/Propose	- Panragantativ			Date:			
Biader/Propose	r representativ	e.					
Title:			<del></del>				



## <u>City of Cleveland - Office of Equal Opportunity</u> SCHEDULE 2: Certified MBE/FBE/CSB Subcontractor Participation Commitment

Project Name								
Bidder/Propos		۵٬				***************************************		***************************************
Diddein Topos	oci ivailie				·			***************************************
by the City of Cle contract. The app	veland-Are veland Of propriate N articipation	ea Small Bus fice of Equal IAICS code s n on the con	siness (CSB) parti Opportunity (OEC should be included tract. NOTE: Mate	cipation goals e  ), both general  I for the type of  erial Suppliers	stablished for this ly and for the spe work listed below	bid. Eligible s cific type of wo or the bidder	ubcontractors ork or supply may not rece	s must be certified furnished for the
Subcontractor	•						***************************************	
Address:		····	***************************************					MININY
City, State, Zip:								
OEO Compliano	ce Contac	t:						Ala
Contact Email A	\ddress:							
Contact Phone:	205	— — .						N. D. M. A. A. A. A. A. A. A. A. A. A. A. A. A.
OEO Certification		MBE 📗 I	FBE 🗌				***************************************	
Part 1: Contract Spec Item #	Part 2: NAICS Code		Part 3: Type of Work Performed and/or Materials Supplied			ed	Part 4: Subcontract Amount	
								\$
								\$
								\$
		TOTAL						\$
he Bidder may no warded, the Bidde he undersigned s certified in the ap gree that, if award	er may no ubcontrac opropriate	t substitute o tor is confirm category, de	r shift subcontract ning that it is certifi fined by NAICS c	ors without writt ed as a MBE, F odes, to provide	ten approval of the BE, and/or CSB to the goods or ser	e Director of O firm with the O vices listed ab	EO. ffice of Equal ove. Both un	Opportunity, and
E-SUBCONTRA	CTING							
he undersigned p	rospective	subcontrac	tor will re-subcont	act work on this	s contract:			
	ertified and	d/or non-cert	omplete additiona ified subcontracto tracting goals for t	rs. Failure to do				
Authorized Bidd	er Repres	entative:						
Signature:							Date:	
Authorized Subo Representative:								
Signature:							Doto:	



## <u>City of Cleveland - Office of Equal Opportunity</u> SCHEDULE 3: Schedule of Subcontractor Participation

Project Name:	
Bidder/Proposer Name:	

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

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



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

Project Name:				
Bidder/Proposer Name:				
CSB, MBE and/or FBE partici Contractors will not be able to a Prime Contractors to demonstra	pected to make a good faith effort to utilize opation goals established in the bid speci- achieve the CSB, MBE and/or FBE participate their good faith efforts in identifying and acontract are not met, failure to complete the	fications. There may be inst pation goals for a particular co d soliciting CSBs, MBEs and F	ances, however, ntract. This Scho BEs to work on t	where Prime edule 4 allows he contract. If
Section A:				
Please check one of the following	ng:			
	bmitted Schedules 1 and 2 indicating CSB/ ING the goals set forth in the bid document		cipation	
	omitted Schedules 1 and 2 indicating CSB/floals set forth in the bid documents.	MBE/FBE Subcontractor partic	ipation that	
f Box 1 is checked, no further detailed explanation in Sectio	documentation is necessary. Where Box on B.	2 is checked, the Prime Con	tractor must pro	vide a
Section B:				
f you checked Box 2 on Section	n A, you must check one of the following:			
The Prime Contractor did not n	neet the CSB, MBE and/or FBE subcontrac	ctor participation goals for this	contract because:	
	has made an honest, purposeful attempt to stractors to perform the work for the reasons age.			
CONTACTED CONTRACTOR	PROPOSED WORK/SUPPLIES	REASON FOR UNAVAILABLITY	DATE OF CONTACT	DATE RESPONSE RECEIVED
1.				
2. 3.				
4.				
to the nature of the work, s impractical. The Prime Co	made an honest, purposeful attempt to solicervice, or product contracted, additional substractor has provided a detailed explanatible on a separate attached page.	bcontracting with CSBs, MBEs	or FBEs is either	impossible or
Authorized				
Representative:				
Signature:			Date:	

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

## REASONS FOR CSB/MBE/FBE SUBCONTRACTOR UNAVAILABILITY

### **Instructions:**

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

## Example Reasons for Unavailability

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

## Office of Equal Opportunity Reporting Submission Schedule

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

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

REPORTING	B2Gnow Monthly	B2Gnow and LCPtracker
<u>MONTH</u>	<u>Audit Available</u>	REPORTING DUE
JANUARY	1st Monday in the <b>FEB.</b>	3 <sup>rd</sup> Friday in the <b>FEBRUARY</b>
JANOAK!	I Honday in the FEDI	5 Thay in the LUROAN
FEBRUARY	1 <sup>st</sup> Monday in the <b>MAR</b> .	3 <sup>rd</sup> Friday in the <b>MARCH</b>
MARCH	1 <sup>st</sup> Monday in the <b>APRIL</b>	3 <sup>rd</sup> Friday in the <b>APRIL</b>
APRIL	1 <sup>st</sup> Monday in the <b>MAY</b>	3 <sup>rd</sup> Friday in the <b>MAY</b>
MAY	1 <sup>st</sup> Monday in the <b>JUNE</b>	3 <sup>rd</sup> Friday in the <b>JUNE</b>
JUNE	1 <sup>st</sup> Monday in the <b>JULY</b>	3 <sup>rd</sup> Friday in the <b>JULY</b>
JULY	1 <sup>st</sup> Monday in the <b>AUG</b> .	3 <sup>rd</sup> Friday in the <b>AUGUST</b>
AUGUST	1 <sup>st</sup> Monday in the <b>SEPT</b> .	3 <sup>rd</sup> Friday in the <b>SEPTEMBER</b>
SEPTEMBER	1 <sup>st</sup> Monday in the <b>OCT.</b>	3 <sup>rd</sup> Friday in the <b>OCTOBER</b>
OCTOBER	1 <sup>st</sup> Monday in the <b>NOV.</b>	3 <sup>rd</sup> Friday in the <b>NOVEMBER</b>
NOVEMBER	1st Monday in the <b>DEC</b> .	3 <sup>rd</sup> Friday in the <b>DECEMBER</b>
	-	4
DECEMBER	1 <sup>st</sup> Monday in the <b>JAN</b> .	3 <sup>rd</sup> Friday in the <b>JANUARY</b>