

# BID ADVERTISEMENT FOR THE WEEKS OF

February 12, 2025 & February 19, 2025

## BID OPENS - WEDNESDAY MARCH 12, 2025

**FILE NO. 21-25 L & M Necessary to Test, Inspect, Maintain & Repair Bucket & Derrick Trucks**

FOR THE DIVISION OF CLEVELAND PUBLIC POWER FOR THE DEPARTMENT OF PUBLIC UTILITIES AS AUTHORIZED BY ORDINANCE 1054-24. PASSED BY COUNCIL NOVEMBER 4, 2024.

**There will be a NON-MANDATORY Pre-Bid Meeting, Monday, February 24, 2025 at 10:00 am., Via WebEx. to call into meeting dial 1-415-655-0003, Access Code 2312 587 0046.**

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



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CITY OF CLEVELAND,  
OHIO

DEPARTMENT OF FINANCE



DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

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INVITATION TO BID AND FORMAL BID PACKAGE  
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CITY OF CLEVELAND  
Department of Finance  
Division of Purchases and Supplies  
City Hall, Room 128  
Cleveland, Ohio 44114  
216-664-2620

# **AUTHORIZING ORDINANCE AS PUBLISHED IN THE CITY RECORD**

Ordinance No. 1054-2024

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

**An emergency ordinance authorizing the purchase by one or more purchase by one or more requirement contracts of labor and materials necessary to test, inspect, maintain, and repair bucket and derrick trucks, for the Division of Cleveland Public Power, Department of Public Utilities, for a period of two years.**

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

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

**Section 1.** That the Director of Public Utilities is authorized to make one or more written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for the period of two years of the items of labor and materials necessary to test, inspect, maintain, and repair bucket and derrick trucks, in the approximate amount as purchased during the preceding term, to be purchased by the Commissioner of Commissioner of Purchases and Supplies on a unit basis for the Division of Cleveland Public Power, Department of Public Utilities. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines. Alternate bids for a period less than the specified term may be taken if desired by the Commissioner of Purchases and Supplies until provision is made for the requirements for the entire term.

**Section 2.** That the costs of the contract or contracts shall be charged against the proper appropriation accounts and the

Director of Finance shall certify the amount of any purchase under the contract, each of which purchases shall be made on order of the Commissioner of Purchases and Supplies by a delivery order issued against the contract or contracts and certified by the Director of Finance. (RQN 2004, RL 2024-22)

**Section 3.** That under Section 108(b) of the Charter, the purchases and/or services authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Public Utilities may sign all documents that are necessary to make the purchases and/or obtain such services and may enter into one or more contracts with the vendors and/or consultants selected through that cooperative process.

**Section 4.** That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by Law.

**Passed November 4, 2024.**

**Effective November 6, 2024.**



## **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

DEPARTMENT OF FINANCE  
PAUL C. BARRETT  
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES  
TIFFANY JOHNSON  
COMMISSIONER

## BIDDER'S CHECK LIST

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

### CHECK WHEN COMPLETED

#### A. Bid/Schedule of Items

- 1. Is (are) the bid page(s) completed as required **and** signed in the upper right-hand corner?
- 2. Are all prices (whether Unit, or Gross and extensions) clearly and accurately presented?
- 3. Is the delivery time stated? Is the payment discount given?

#### B. Bid Bond

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

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

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

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

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

#### E. Affidavit

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

#### F. Contract Compliance Certifications for Bid Consideration

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

#### G. Bid Envelope

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

#### H. Performance Bond

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

**I. Federal Tax ID Form**

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

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

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

**K. Project Plan**

- \_\_\_ 1. Is all the required information given?

**L. Contractor Qualifications**

- \_\_\_ 1. Is all the required information given if requested?

**K. Please Note:**

- \_\_\_ 1. 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.
- \_\_\_ 2. All plans and specifications **must** be returned with the bid.





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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: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

### A-1 INVITATION TO BID

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

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

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

### A-3 BIDDERS AFFIDAVIT

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

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

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

- A-5 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK**
- a. When the bid is accepted, the bid bond, certified or cashier's check will be returned after the contract has been signed and the performance bond, if required, has been submitted to, and approved by, the City.
  - b. If the successful bidder fails to enter into a contract, the bid bond, certified or cashier's check shall be forfeited and the principal amount of the bid bond shall be paid to the City, or the check shall be surrendered to the City as the agreed amount of liquidated damages.
  - c. The bid bond, certified or cashier's check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of its contract. If such lowest and best bidder fails to do so, the security of the next lowest and best bidder shall continue to be retained until it properly secures the contract awarded it. If such next lowest and best bidder defaults, the principal amount of its bid bond, or check shall also be forfeited to the City as liquidated damages.
  - d. When a bid is rejected, the bid bond or check will be released or returned, respectively, to the bidder.

- A-6 EXPLANATIONS WRITTEN OR ORAL**
- Any bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning, shall immediately notify the Commissioner of Purchases and Supplies, in writing. The Commissioner will respond by sending written notices or instructions to all bidders. The City will not be responsible for any oral instructions.

- A-7 PRICE BIDS AND DISCOUNTS**
- a. Unit Prices  
In the Schedule of Items the bidder must give the unit price stated in figures of every item bid, in the space so provided.
  - b. Trade Discounts  
When the bidder offers a trade discount, the amount of such discount shall be stated on the Schedule of Items bid.
  - c. Catalog Pricing  
Where the bidder submits its quotation by filling its catalog price list and discount, such documents shall be part of the bid and must be separately signed by the same person and in the same manner as on the bid form.

- A-8 BIDDER'S DESCRIPTION OF ITEMS**
- a. Each bidder shall, in its bid, describe completely the goods or services it proposes to furnish in response to and under the terms of the bid.
  - b. The Commissioner of Purchases and Supplies may require a bidder to furnish additional information and/or specifications concerning items to be purchased under the terms of the bid.

- A-9 MANUFACTURER'S NAME**
- a. The use of a manufacturer's or a trade name in the specifications is solely for the purpose of designating a standard of quality and type and for no other purpose.
  - b. Every bidder shall state in its Schedule of Items bid the manufacturer's and the trade name, if any, of each item they propose to furnish.

**A-10 SAMPLES**

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

**A-11 TIME OF DELIVERY**

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

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

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

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

**A-13 REQUIREMENT CONTRACT DEFINED**

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

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

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

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

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

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

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

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

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

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

c. Maximum Cumulative Amount of All Bid Discounts:

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

d. Comparison Bid to Determine Lowest and Best Bidder:

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

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

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

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

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

Good faith participation shall include:

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

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

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

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

**A-19 SUBCONTRACTING:**

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



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

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

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

## Request for Taxpayer Identification Number and Certification

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

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

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

<b>Print or type.</b> See Specific Instructions on page 3.	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4 Exemptions</b> (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

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

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

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date
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## General Instructions

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

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

## What's New

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

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

## Purpose of Form

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

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

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

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

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

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

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

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

### What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note for ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

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

- Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

- Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

### Line 3a

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

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

### Line 3b

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

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

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

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
<ul style="list-style-type: none"> <li>• Interest and dividend payments</li> </ul>	All exempt payees except for 7.
<ul style="list-style-type: none"> <li>• Broker transactions</li> </ul>	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.
<ul style="list-style-type: none"> <li>• Barter exchange transactions and patronage dividends</li> </ul>	Exempt payees 1 through 4.
<ul style="list-style-type: none"> <li>• Payments over \$600 required to be reported and direct sales over \$5,000<sup>1</sup></li> </ul>	Generally, exempt payees 1 through 5. <sup>2</sup>
<ul style="list-style-type: none"> <li>• Payments made in settlement of payment card or third-party network transactions</li> </ul>	Exempt payees 1 through 4.

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

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

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

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/EIN](http://www.irs.gov/EIN). Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

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

<sup>3</sup> You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

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

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

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

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

## Privacy Act Notice

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



## VENDOR INFORMATION FORM

Please fill in:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Remit \_\_\_\_\_

**PLEASE INCLUDE THE ABOVE INFORMATION**

**WHEN SUBMITTING YOUR BID OR PROPOSAL**



NOTE: Sections 181.23 and 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

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

COUNTY OF \_\_\_\_\_

}

ss

AFFIDAVIT

\_\_\_\_\_ being first

duly sworn deposes and says:

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

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

**Corporation only:** That he/she is the duly authorized, qualified and acting \_\_\_\_\_  
of \_\_\_\_\_,  
a corporation organized and existing under the laws of the State of \_\_\_\_\_;  
and that said individual, said partnership or said corporation, is filling herewith a bid to the City  
of Cleveland in conformity with the foregoing specifications;

**Individual only:** Affiant further says that the following is a complete and accurate list of the names and  
addresses of all persons interested in said proposed contract: \_\_\_\_\_  
\_\_\_\_\_

Affiant further says that he/she is represented by the following attorneys:  
\_\_\_\_\_  
and is also represented by the following resident agents in the City of Cleveland:  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership only:** Affiant further says that the following is a complete and accurate list of names and addresses  
of the members of said partnership:  
\_\_\_\_\_  
\_\_\_\_\_

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

Corporation only:

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

President

Directors:

Vice President

Secretary

Treasurer

Cleveland Manager or Agent

Attorneys

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

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

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false or sham bid, and has not, directly or indirectly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit, or cost element of such bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid

or assistance in securing contract above referred to in the event the same is awarded to \_\_\_\_\_

\_\_\_\_\_  
(name of individual, partnership or corporation)

Further affiant said not.

(Sign Here) \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_,

20 \_\_\_\_\_.

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

CITY OF CLEVELAND

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we

\_\_\_\_\_

as Principal, and

\_\_\_\_\_

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

THE CITY OF CLEVELAND

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

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

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

WHEREAS, the said principal is herewith submitting bid for

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

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

PRINCIPAL \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

TITLE \_\_\_\_\_

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

CITY OF CLEVELAND

**BID FORM**

- STANDARD CONTRACT BID
- REQUIREMENT CONTRACT BID

TO: The Commissioner of Purchases and Supplies:

BID FOR: L & M Necessary to Test, Inspect, Maintain and Repair Bucket and Derrick Trucks

FOR: The Department of: Public Utilities

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

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

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

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

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

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

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

The firm, corporation, or individual name \_\_\_\_\_  
MUST BE SIGNED IN SPACE INDICATED. Complete: CORPORATION OR FIRM  
ERASURES MAY INVALIDATE THIS BID.

Sign Here By \_\_\_\_\_

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

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

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

**BID — SCHEDULE OF ITEMS**

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

BID PAGE  1  OF  1   
BIDDER MUST  
COMPLETE & SIGN BELOW

TITLE OF BID

**Labor & Material Necessary to Inspect, Test and Repair Bucket and Derrick Trucks 2025**

NAME OF FIRM

ORDINANCE NO.

1054-2024

PASSED

11/4/2024

SIGNED

11/6/2024

CITY STATE ZIP CODE

DEPARTMENT

PUBLIC UTILITIES

DIVISION

CLEVELAND PUBLIC POWER

AUTHORIZED SIGNATURE

CITY RECORD ADVERTISEMENT DATES

STANDARD CONTRACT BID

Requirement Contract Bid

DATE

BID OPENING:

12:00 NOON

OFFICIAL TIME

DESCRIPTION	EST. QUANTITY	UOM	UNIT PRICE	EXTENSION
1. Price/Hour Labor in shop work	2000	hrs.	\$	\$
2. Price/Hour for road work	50	hrs.	\$	\$
3. Price/Unit for complete inspection and load test per attached specs	105	ea.	\$	\$
4. Allowance for Parts, Materials and Supplies per C. 6 and C.7	Discount		Mark up	
	%		%	\$240,000.00
<b>Bid Total</b>				\$

**Note:** A complete hose bundle for trucks listed in specifications must be priced in Section D.16 and the bidder must sign page 11 of 15 of the Specifications. The hose bundle is for evaluation purposes only. Do not include this amount in your bid total.

All quantities are approximate.  
The contract, if any, shall be for a period of two (2) years.

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

FOR PURCHASING USE ONLY  
DELIVERY(Days)      PAYMENT  
DISCOUNT      DISCOUNT  
% Days

## GENERAL CONDITIONS

- B-1 CONSIDERATION OF BIDS.**  
All bids received in conformity with the Invitation to Bid shall be endorsed with the contract or advertisement name or number and name and address of the bidder. All bids, immediately after being read, shall be tabulated and summarized and shall become public record in the office of the Commissioner of Purchases and Supplies.
- B-2 UNACCEPTABLE BIDS.**  
No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.
- B-3 REJECTION OR ACCEPTANCE OF BIDS.**  
The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid. In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.
- B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.**  
Bidders must present evidence to the Commissioner of Purchases and Supplies, when required by him to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.
- B-5 WITHDRAWAL OF BID.**  
No bid may be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.
- B-6 TIME OF AWARD.**  
The Board of Control of the City of Cleveland shall make an award or reject all bids not later than the second regular meeting of said Board following the opening of bids, unless further time is required to analyze bids, to investigate responsibility of any bidder, or in the absence of a time limitation for acceptance set forth in the bid.  
Any extension of time beyond the date fixed by the successful bidder or the fourth regular meeting of the Board of Control, whichever event shall occur first, shall be subject to agreement between said bidder and the Board.
- B-7 AWARD CONTRACT.**  
No contract shall be awarded without the approval of the Board of Control, and then only to the lowest and best bidder.

**B-8 PERFORMANCE BOND.**

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

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

**B-9 RELEASE OF BOND.**

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

**B-10 CANCELLATION OF CONTRACT.**

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

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

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

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

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

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

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

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

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

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

**B-13 PATENTS.**

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

**B-14 DELIVERY.**

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



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

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

**B-15 LABORATORY TEST.**

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

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

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

**B-17 SAFEGUARDS.**

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

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

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

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

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

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

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

**B-21 INVOICING AND PAYMENT.**

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

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

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

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

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

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

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

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

**B-22 EQUAL OPPORTUNITY.**

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

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

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

**B-23 DURATION OF CONTRACT.**

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

**B-24 REDUCTION IN PRICES.**

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

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

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

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

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

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

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

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

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

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

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

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

**B-28 INDEMNITY**

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

**B-29 WARRANTY**

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

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

#### B-30 OHIO CAMPAIGN FINANCE LAW

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

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

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

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

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

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

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

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

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

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**LABOR AND MATERIALS NECESSARY TO TEST, INSPECT, MAINTAIN AND REPAIR  
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**C.12. GUARANTEE**

The bidder shall guarantee that the materials as furnished by him shall be free from all inherent defects of design, materials and workmanship for a period of one year after delivery. He shall rectify, entirely at his own expense, any inherent defects that may develop in the said guarantee period.

**C.13. METHOD OF SHIPMENT**

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

**C.14. DELIVERY**

All items to be furnished and as ordered under the terms of these specifications shall be delivered between the hours of 8:30 A.M. to 3:30 P.M., Monday thru Friday, to the location listed on the Delivery Order (DO).

To facilitate unloading, all items of a size which make them hard to handle or are fairly heavy are to be delivered in open trucks without any additional charges. Cleveland Public power may refuse delivery of any items that no not meet the conditions stated above.

**C.15. NO WAIVER OF LEGAL RIGHTS**

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

**C.16. REQUESTS FOR FINANCIAL REPORTS**

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



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**C.1. SCOPE AND CONTRACT TERM**

This specification is to provide for one or more REQUIREMENT CONTRACT(s) to furnish labor and materials necessary to inspect, test repair and maintain bucket and derrick trucks for the Division of Cleveland Public Power as described in this specification and as listed in the Bid Schedule of Items pages. The contract or contracts, if any, shall be for a period of two (2) years.

**C.2. CITY FORMS**

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

- A. Bid Bond
  - 1. Use the City's Bid Bond form.
  - 2. Follow the instructions in Part B and C of the Bidder's Check List completely.
  - 3. The bid bond or cashier's check/certified check must be at least 5% of the total amount bid.
  - 4. 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 for at least 5% of your bid total.
  - 2. The information at the bottom of the page must be filled out completely and signed by an officer of the corporation or firm.
  
- C. Affidavit
  - 1. The first three lines of the affidavit must be filled out stating the state, county, and name of the person being sworn.
  - 2. The state on page one must be the same state as the notary's commission stamp that appears at the bottom of page two.
  - 3. Be sure that the proper lines are used on page two for signing for the person that is being sworn.
  - 4. Fill out all necessary information on both sides of the affidavit.
  
- D. Wage Theft and Payroll Fraud Disclosure
  - 1. If any adverse determinations have been made please attach.
  - 2. Complete and sign the bottom page 2.

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

**C.3. NON-MANDATORY PRE-BID MEETING**

- 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 bidder to speak directly with CPP personnel prior to the award of the contract. Attendance at the pre-bid meeting is non-mandatory.

- B. The last day for questions is five (5) business days before the bid opening date. All questions must be submitted in writing to the Division of Purchasing & Supplies' attention, Email: [purchasing@clevelandohio.gov](mailto:purchasing@clevelandohio.gov) and [jgilliam@clevelandohio.gov](mailto:jgilliam@clevelandohio.gov) or via fax, 216-664-2275.

**C.4. QUANTITIES**

The quantities of work to be done or material or equipment to be furnished as given for each item in the Bid Schedule of Items pages are approximate only. They are not guaranteed to be accurate statements and quantities to be performed or furnished under this contract, and any departure there from will not be considered as valid grounds for any claims for damage or for loss of profits. CPP reserves the right to procure more or less than shown under the terms of this requirement contract.

**C.5. UNIT PRICES**

All prices quoted shall be on a per unit basis as indicated on the Bid - Schedule of Items pages and shall include all costs for handling and delivery, F.O.B. point of delivery. Bid prices shall be good for the period of two years. Such time period shall commence upon the date of the signed contract.

**C.6. PARTS, MATERIALS, AND SUPPLIES**

Parts, Materials, and Supplies to be purchased under this contract will be obtained through an allowance in the amount not to exceed \$240,000.00, per line Item #4 of the Bid – Schedule of Items pages, unless otherwise determined by CPP. Bidder must show either a percentage off list price or a mark up from the invoice cost, which will apply to

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all parts, materials and supplies purchased under the contract.

**C.7. DISCOUNT FROM LIST PRICE**

Bidders must show a percentage off list prices or enter a "zero" in the space provided on the Bid – Schedule of Items page, if no discount is offered. The City will then interpret this to mean that items will be sold to the City at "cost". Any discount not clearly stated will be disregarded in determining the lowest and best bid, and the price quoted will be considered a net price. To ensure a truly competitive bid, parts discount where applicable will always be discounted from original equipment manufacturers current list price schedules and aftermarket manufacturer's price schedules. Bidders must have access to all manufacturers' materials immediately as needed. Bidder will provide manufacturer's price pages so discounts can be verified, at the time of request for quotation. Bidders will not use any type of price list they have prepared for their business. All prices must be from a bona fide manufacturer of the parts, materials, equipment, service, and/or supplies. Original equipment manufacturers' products will be used in the vast majority of cases.

However, there may be some exceptions. Should a substitute manufacturer's items be of equal quality and significantly lower in cost, CPP may approve its use. However, the bidder will never make this assumption without approval. Any substitutions of OEM items must be approved by CPP. Furthermore, the bidder will never attempt to provide a substitute manufacturer's item as a means of realizing a greater profit as the expense of the City of Cleveland.

**C.8. MARKUP FROM INVOICE COST**

For those situations when parts, materials, equipment, services, and/or supplies for repairs are needed, and a catalog or price list is not applicable, and only an invoice cost to the bidder is available, a markup will be allowed. Bidders must show their markup percentage or enter a "zero" in the space provided on the Bid – Schedule of Items page, if there is to be no markup cost to the City, the City will then interpret this to mean that the items will be sold to the City at "cost". The bidder will be allowed a maximum markup of fifteen percent (15%). A copy of the invoice cost for the parts, materials, equipment, services, and/or supplies must be submitted for approval by CPP before any services can be started. The bidder will be required in those instances to document in writing why a catalog or list price does not apply.

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**C9. EVALUATION OF BIDS**

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

**C.10. MATHEMATICAL ERRORS**

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

**C.11. METHOD OF AWARD**

The City reserves the right to award a single contract for all items, or by individual items to the lowest and best bidder based on price, delivery time, discount offered and conformance to specifications as deemed advantageous after evaluation by the City.

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**C.12. GUARANTEE**

The bidder shall guarantee that the materials as furnished by him shall be free from all inherent defects of design, materials and workmanship for a period of one year after delivery. He shall rectify, entirely at his own expense, any inherent defects that may develop in the said guarantee period.

**C.13. METHOD OF SHIPMENT**

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

**C.14. DELIVERY**

All items to be furnished and as ordered under the terms of these specifications shall be delivered between the hours of 8:30 A.M. to 3:30 P.M., Monday thru Friday, to the location listed on the Delivery Order (DO).

To facilitate unloading, all items of a size which make them hard to handle or are fairly heavy are to be delivered in open trucks without any additional charges. Cleveland Public power may refuse delivery of any items that do not meet the conditions stated above.

**C.15. NO WAIVER OF LEGAL RIGHTS**

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

**C.16. REQUESTS FOR FINANCIAL REPORTS**

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

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**C.17. LIABILITY**

Vendor assumes all liability with regards to insurance while in the custody of their employees; thereby holding the City of Cleveland harmless for damages to personal property, real property and personal injuries.

**C.18. INSURANCE REQUIREMENTS**

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operations by himself of any anyone directly or indirectly employed by him.

**AMOUNT OF INSURANCE**

- A) Comprehensive General Liability: Bodily Injury or Property damage - \$1,000,000.00 each occurrence and general aggregate.
- B) Automobile and Truck Liability: Bodily Injury or Property Damage - \$1,000,000.00 each occurrence and general aggregate.

Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage. Coverage must also explicitly cover all containers and other equipment used in the performance of this contract.

**TYPES OF INSURANCE FOR CONTRACTORS**

Purchase and maintain the following types of insurance:

- A) Full Workman's Compensation Insurance coverage for all people employed by the Contractor to perform work on this project. This insurance shall be in the amount of \$500,000.00 for each accident, illness or disease or such other amount that may be required by the most current laws of the State of Ohio, whichever is greater.
- B) Comprehensive General Liability Insurance covering bodily injuries and property Damage shall also include coverage for:

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1. Injury to or destruction of wires, pipes, conduits, and similar property located Below the surface of the ground, whether public or private;
  2. Collapse of or structural injury to any building or structure except those on which work under this Contract is being performed;
  3. Contractual liabilities related to bodily injury and property damage.
- C) Automobile and Truck Liability covering bodily injury and property damage covering the operations of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
- D) Product and Completed Operations coverage to be included in the amounts specified above in Comprehensive General Liability.

**C.19. EVIDENCE OF INSURANCE**

The Contractor shall submit all required insurance certificates to the City at the time of execution of the Contract. No work may start until the Contractor has provided the requisite proof of insurance. The City is to be included on each policy as an additional Insured. The Contractor shall notify the City in writing at least 30 days before it cancels or reduces its insurance policy or coverage and immediately upon the Company's receipt of notice from an insurance policy of any cancellation or reduction of the coverage or policy.

**C.20. INVOICING AND PAYMENT** (Supplemental to General Condition B-21)

**A) INVOICING**

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

Original invoice to the Department of Public Utilities, ATTN: Payable Unit, 1201 Lakeside Avenue, 4<sup>th</sup> Floor South, Cleveland, OH 44114. The email address is [payables\\_unit@clevelandwater.com](mailto:payables_unit@clevelandwater.com).

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1. The failure to deliver copies of invoices to the indicated locations may lead to delays in payment.
2. A copy of the invoice should be delivered to the CPP location as listed on the delivery order.
3. A detailed itemization of materials or services provided, including:
  - a. Date that CPP gave the work assignment to the vendor along with the Release/Action Order.
  - b. CPP Delivery Order number for each individual job.
  - c. Include the part number(s), and manufacturer name of the materials, quantity shipped, the date of shipment, the date of billing, the company name, the release order number, location shipped to, the description of the activity, applicable discount or markup and extension, to include City's actual cost.
  - d. Payment requests shall be submitted monthly reflecting work performed during the previous month and shall be an "Aging Invoice" statement. Invoices shall be submitted as appropriate to the terms of the purchase or repair.
  - e. The bidder must provide firm documentation of the invoice cost from item(s) being purchases at the time of the transaction or with the invoice. The bidder will then apply their quoted discount or markup to arrive at the City of Cleveland, Division of Cleveland Public Power's actual cost. All invoices must include both invoice cost and City of Cleveland cost after markup is applied. The bidder is advised that invoices will not be paid unless they are submitted as specified.

**B. PAYMENT**

1. The vendor must adhere to the terms set forth above and under C-13 Delivery and C-19 Invoicing. CPP will review invoices upon receiving them. In order to perform this review, CPP requires all of the following documents;
2. Relevant sections (e.g., the Schedule of Items section) of the contract with vendor;



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3. A City of Cleveland Delivery Order (DO) that authorized the specific materials being invoiced;
4. Delivery documentation (e.g., Proof of Service/Delivery Slip, Packing Slip, etc.), with an acknowledgement signature and date from a CPP employee; and
5. An accurate invoice.

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

**C.21. OEO PARTICIPATION GOALS (Supplemental to A-18 and A-19)**

Under Chapter 187.13C of the Codified Ordinances, the OEO participation goal for this Requirement contract has been waived. See Subcontractors Notice for details.

**C.22. FAIR EMPLOYMENT WAGE LAW REQUIREMENTS**

The Fair Employment Law is applicable for this ITB. The aggregate value of the Service to be performed is estimated to be least \$25,000.00.

Bidders must read and complete the enclosed Fair Employment Wage schedules therein. Failure to comply may result in the rejection of the bidder's response.

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**SECTION C – SUPPLEMENTAL GENERAL CONDITIONS**

**LABOR AND MATERIALS NECESSARY TO TEST, INSPECT, MAINTAIN AND REPAIR  
BUCKET AND DERRICK TRUCKS**

**C.23. NOTICE TO PROCEED**

The language anywhere else in this contract notwithstanding, the term of the contract shall begin when CPP issues a Notice to Proceed to the awarded vendor and shall last for up to two (2) years. A Notice to Proceed shall not be issued until the contract has been fully executed and delivered to all parties.

**- END OF SECTION C -**

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**SECTION D – DETAILED SPECIFICATIONS**

**LABOR AND MATERIALS NECESSARY TO TEST, INSPECT, MAINTAIN, AND REPAIR  
BUCKET AND DERRICK TRUCKS**

**TESTING AND INSPECTION**

Testing and Inspection shall include the following:

All labor and materials necessary for the testing and inspection at high voltage levels and the maintenance of hydraulic aerial bucket trucks and digger trucks as required by the City of Cleveland, Division of Cleveland Public Power.

All work to be performed in accordance with Occupational Safety and Health Act (OSHA) standards and the American National Standard Institute (ANSI), "Standard for Vehicle-Mounted elevating and rotating work platforms". **NOTE: All test procedures outlined in these specifications per ANSI A-92.2 1990 and related subsequent updates to these procedures.**

**D.1. LOADING TEST**

The contractor shall perform a loading test (on a vehicle or test stand) on each aerial device manufactured. This test shall include the movement of the platform (with an imposed) through its entire range of motion.

**a. VISUAL INSPECTION**

Thereafter a final visual inspection of the finished article shall be made to determine whether the loading test had produced an adverse effect in any component.

**D.2. QUALITY CONTROL**

The contractor shall use a uniform method of quality control to insure compliance with its standard and with his own standards.

**D.3. MOUNTED AERIAL DEVICE**

Whoever mounts an aerial device upon a vehicle (whether it be the manufacturer, dealer or purchaser) shall, before the unit is placed in operation, perform stability test in accordance with the requirements of 3.1.5 and 3.1.6 of the ANSI Standard. Therefore, the contractor shall make a visual inspection of all accessible components for evidence of defects such as loose connections hydraulic

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leaks, frayed wire rope, deformation of any component hydraulic leaks and other items specified in the manufacturer's operating manual. Vendor to provide evidence of the test performed.

**D.4. INSULATION TESTS**

Any aerial device or component thereof, which is represented by the manufacturing or installer, as being insulated shall meet the requirements of 6.A.3 of the ANSI Standard.

**D.5. ELECTRICAL TEST ON INSULATED DEVICES**

- A. Test equipment shall meet the requirements of American National Standard Techniques for Dielectrical Tests, C68.1 - 1968, of the latest revision thereof, suggestions as to voltage, source voltage, voltage control, protection voltage measurement are set forth below:
- 1) A voltmeter used in conjunction with a calibrated instrument potential transformer connected directly across the high-voltage circuit.
  - 2) A calibrated electrostatic voltmeter connected directly across the high voltage circuit.
  - 3) A voltmeter connected to a well-designed tertiary coil in the test transformer, provided it has been demonstrated that the assigned ratio of transformation does not change appreciably with load.
  - 4) A calibrated potential divider (Resistive or Capacitive)

**D.6. CURRENT MEASUREMENT**

The current should be measured with an AC ammeter, or an equivalent, non-inductive shunt and a voltmeter, connected in series with specimen. The lead from the specimen to the ammeter shall be shielded.

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**D.7. TEST PROCEDURES**

**A. TEST VOLTAGE**

Test voltage shall be applied to upper electrode of the insulated boom at a low voltage and steadily raised until the prescribed test is reached. This voltage shall be maintained for prescribed test period. The current shall be recorded at the beginning and at the (end of the) test period. Or (...throughout the entire test period.)

**D.8. TEST (referenced are to the ANSI Standard)**

**A. INSULATED BOOM ASSEMBLY**

The assembled aerial device in operable condition shall be tested on a grounded vehicle or a grounded test stand. The voltage shall be applied to the upper electrode of the insulated boom, and the lower end of the insulated boom, shall be connected to ground potential (See 4.11 and Fig. 1, Total Arm Current). The locations of the electrodes shall be permanently marked or recorded to facilitate repeating future test of apparatus. Appropriate test voltages shall be applied to the values in Table 1.

With electrodes as described in 4.11, test shall consist of rated, double rated, and at the manufacturer's option either momentary withstand or switched surge voltage (See Footnote Table).

- 1) The voltage is raised to rated voltage and the current recorder. The voltage is then raised to double-rated voltage and held for three minutes, recording the current at the start and the end of three-minute test period during which the current shall neither increase more than 10% nor exceed the values given in Table 1. The switching surge withstand test shall be in accordance with American National Standard.

Dielectric Test - All dielectric tests shall be performed in accordance with the techniques for Dielectric Tests, C68.1-1968, or the latest revision thereof.

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**D.9. TRANSFORMER**

The prescribed test voltage can be most readily obtained from a step-up transformer energized from a variable low voltage source. The transformer and its control equipment should be of such size and design that, with the test specimen in circuit, the crest factor (Ratio of maximum to effective value of the test voltage) shall not differ more than +5% from that of a sinusoidal wave being 1.414. The crest factor may be checked by reading of a crest-reading voltmeter in connection with an instrument potential transformer is connected across the high voltage circuit, a standard sphere gap may be used for measurement of the crest value and compared with reading of AC voltmeter.

**D.10. CIRCUIT BREAKER**

The test transformer circuit should be protected by an automatic circuit - breaker device designed to open the circuit promptly by the high current due to breakdown or flashover.

**D.11. VOLTAGE CONTROL**

Control of voltage can be secured in one of several ways:

- 1) Induction Regulator
- 2) Variable-Ratio Auto Transformer
- 3) Generator Field Regulation

Preference should be given to equipment producing no voltage distortion and having an approximately straight-line voltage time or voltage displacement curve over the operating range. Motor drive the regulating equipment is convenient to use and tends to give uniform rate-of-rise to the test voltage.

**D.12. VOLTAGE MEASUREMENT**

The voltage should be measured by a method, which gives correct effective values of the voltages actually applied to the aerial device. Approved methods are:

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- 1) A voltmeter used in conjunction with a calibrated instrument potential transformer connected directly across the high-voltage circuit.
- 2) A calibrated electrostatic voltmeter connected directly across the high voltage circuit.
- 3) A voltmeter connected to a well-designed tertiary coil in the test transformer, provided it has been demonstrated that the assigned ratio of transformation does not change appreciably with load.
- 4) A calibrated potential divider (Resistive or Capacitive)

**D.13. CONTRACTOR'S CERTIFICATION TEST FOR INSULATED UNITS UNDER 69KV**

Units for use under 69 KV do not require permanent electrodes. They shall be tested by insulating the vehicle and connecting it to ground through the current meter. They shall be tested at 100 KV 60 Hz (Hertz) for three minutes and the current shall not exceed one milliampere. This current will be largely capacitive, and therefore, will not be consistent with values required where permanent electrodes are used. The test equipment and procedures shall conform with all applicable portions of 5.1 through 5.5.3.1 of the ANSI Standard.

**A. AERIAL, ELBOW, FIBERGLASS, BOOM, LOWER BOOM, BUCKET, PEDESTAL INSPECTION.**

The contractor shall perform the following testing and inspection procedures, inspect aerial elbow complete, including fiberglass boom, upper boom, steel lower boom, bucket, pedestal and mounting.

- Check hydraulic pump for pressure and flow with flow meter.
- Check main hydraulic relief valve, adjust hydraulic pressure to factory specifications. Change hydraulic filter and clean strainers.
- Operate elbow from lower controls check lower controls override.
- Structurally test elbow for maximum load capacity on both sides of the cylinder.
- Inspect elbow complete with suspended rate load.

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- Check elbow-mounting bolt, check pedestal, check rotation gear bow, and check lower and upper boom.
- Load test aerial elbow to manufacture specifications for rated load test stability of complete unit at least one-half times the rated capacity imposed through its entire range.
- Clean upper fiberglass insert (if required).
- Electrically test upper fiberglass boom for 100KV-AC and certified for 69KV.
- Test lower fiberglass insert to manufacturer's specification.
- Test report for both booms must be furnished with leakage of boom listed.
- Operate complete elbow in all functions and make list of all needed repairs
- Check complete unit for any factor engineering up-date factory work

Supply a complete checklist on each unit for any and all repairs needed or suggested repairs to maintain the units in the best working conditions.

All work must be performed by a factory authorized dealer or someone manufacturing or installing utility type equipment. All parts for aerial elbows must be manufacturing standard parts. All work must be performed by a factory-trained technician. Copies of training certificates must be supplied with the bid or it will be rejected. No Exceptions. The vendor must also employ a certified Fluid Power Specialist. A copy of the certificate from the Fluid Power Society must be supplied with the bid or it will be rejected. No Exceptions.

- Remanufactured or homemade parts items will not be acceptable.

Contractor must have and maintain an inventory of required service parts for the equipment of the Cleveland Public Power System, which consists of the attached equipment list. Said inventory is subject to an inspection by Cleveland Public Power. CPP will perform its own engine, transmission and standard truck equipment repairs.

This specification is intended to apply to the maintenance of the evacuating and rotating equipment and associated hydraulic systems.

**B. UTILITY DERRICK DIGGER TRUCK INSPECTION AND TEST PROCEDURES**

- Visually inspect complete hydraulic boom, pedestal and mounting



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frame, operate complete derrick including boom, winch, digger and bed winch, change hydraulic filters and clean strainers.

- Install hydraulic flow meter at pump. Check hydraulic pressure and flow for both the derrick side of the pump and the digger winch side of pump.
- Check hydraulic relief valve for operation and pressure setting.
- With derrick on test pad, test derrick maximum lift at 75 degrees and at 0 degrees with all booms retracted.
- While derrick is under tension, inspect derrick structure for any crack or breaks.
- Dynamometer test results must be listed.
- Inspect derrick rotation bearing with dial indicator for wear.
- Check derrick rotation gearbox wear and adjustment.
- Inspect derrick hydraulic side pull protection (if equipped) open and inspect derrick rotation brake, check derrick brake disc and install new oil. Re-assemble brake and adjust to correct side pull release. Side pull is to be tested with dynamometer and pounds of side pull listed.

**C. BOOM WINCH TEST**

Operate boom winch check for capacity of winch and check winch brake. Remove and inspect winch rope or cable for attachment and excessive wear.

List results of boom winch pull.

**D. DIGGER TEST**

- Remove auger from Kelly bar
- Install Kelly bar in test tube winch dynamometer attached to test rig. Pull test digger

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- List results of torque test
- Extend fiberglass boom
- Clean complete fiberglass booms for 100-KV-Ac and safe rated working for 69 KV
- Test leakage of boom must be listed
- Check complete unit for any factory engineering up-dates of factory rework

For each unit, supply a complete list of any and all repairs needed or suggested to maintain the units in the best working condition.

All work should be performed by a factory authorized dealer or someone manufacturing or installing utility type equipment. All parts for hydraulic derrick, digger and winch must be manufacturers standard parts. ***Remanufactured or homemade parts will not be acceptable.*** All work must be performed by factory certified technician copy of current certificates must be submitted with bid or it will be rejected. If certificates are old, vendor must provide a schedule to update training of technician to comply with newer truck models.

**D.14. CERTIFICATION**

For each truck repaired at the request of Cleveland Public Power, the contractor shall provide Cleveland Public Power with a certified written report covering the testing and inspection in accordance with Section 5 ANSI Standards.

**D.15. QUALIFICATIONS VENDORS TO MEET**

1. To reduce road miles accumulated on a unit and control cost of travel, (chassis related and labor hours) vendor must be located within a radius of 40 miles of the City's service center. Vendor to provide and deliver to Cleveland Public Power at no charge, this includes both West 41 Street and E 140th Street service centers.

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2. Vendor must have factory-trained mechanics who have been trained by an original equipment manufacturer for the proper hydraulic electrical and structural repairs.
3. Vendor must employ at least one Fluid Power Specialist certified technician. A copy of the certificate must be supplied with bid or the bid will be rejected.
4. Vendor must be able to perform Dielectrical testing and all other relating type testing outlined in this contract at either the 2490 West 41st or 743 E 140th Street service centers. This is to minimize down time of vehicles. Any vehicle that fails testing will be taken to contractor's establishment to be fixed and retested for certification and returned to applicable service center as soon as possible.
5. Vendor must have on site Dielectrical testing apparatus and trained operators.
6. Vendor must have an established road service program, that includes a vehicle, a trained mechanic and a stocked road service truck on call 24 hours, 7days/week, 365 days a year.
7. Vendor must have or have access to test facilities with test equipment, including but not limited to: a test pad, digger torque tester, side pull testing apparatus hydraulic test rig. Said facilities are subject to inspection prior to award of bid.
8. Vendor must have an established in house process to make fiberglass reinforced plastic repairs and capable of overhaul, repair, and reinforcement of all types of fiberglass components including booms, brackets and guards.
9. Vendor must have in house capabilities of providing sheet metal repairs for utility bodies. Including: shearing, forming and welding. Replace doors, wheelhouses and various body panels, which have been damaged or corroded.

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10. Vendor must have an established program for providing preventive maintenance for digger derricks and aerial devices. This will include a one day in and day out (24-hour turnover) which shall include: lubrication, operational test dielectric test, stability and structural test. Vendor to supply written test report for each unit.
11. Vendor must be aware, that the City maintains a wide cross section of various makes and models of equipment; therefore, technical background for the potential supplier is of utmost importance.
12. Vendor must submit technical staff information indicating the number and type of engineers on staff.
13. Vendor to have machines shop capability or access to the following items:
  - A. Lays
  - B. Mills
  - C. Welding Equipment
  - D. Drill Presses
14. The city reserves the right to visit and inspect potential bidder's job site before bid is awarded.
15. Vendor to supply statement of liability insurance with cash amount of coverage and also a statement with amount of garage keeper insurance. Vendor must also name the City as coinsured.
16. Vendor must show proof of employee insurance when picking up and delivering vehicles from 2490 West 41st Street and 743 E 140<sup>th</sup> Street to the job site. Vendor must also have applicable CDL license. Copies of CDL must be supplied with bid or bid will be rejected.
17. Vendor shall supply to Cleveland Public Power upon demand any type of Hydraulic tool, or repair parts for any type of hydraulic tool as needed. The vendor shall pick up and deliver said items to Cleveland Public Power service centers at no additional cost. The vendor will also charge Cleveland Public Power the same cost as vendor paid.

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- 18. Vendor must have State Certified Structural welders. Copies must be enclosed with bid or it will be rejected.
- 19. Vendor must have or have access to late model rental units on an as needed basis; units must not be more than 5 years old.
- 20. Vendor must supply the names and contact personnel of at least 3 local utilities or related companies for which vendor perform the same type work as outlined in this contract. NO EXCEPTIONS.
- 21. All service and repairs must include the pick-up and delivery by utility contractor of units requiring service or warranty work, also units must be degreased and washed before returning, at no cost to the City of Cleveland, Cleveland Public Power. Pick-up and delivery on demand Monday through Friday 8:00A.M. to 4:30P.M.

**D.16. VENDOR COMPARISON LIST**

Provide cost for a complete hose bundle for the trucks listed below. Include cost for labor, materials, and time frame. List each item separately:

		Labor	Material	Time
1	Lift All – LAN 65-2E Bucket	_____	_____	_____
2	High Ranger SC443 Bucket	_____	_____	_____
3	Altec-AN 546 Bucket Truck	_____	_____	_____
4	T Elect C4047 Derrick	_____	_____	_____
5	Lift-All-LOAC-55-15 Bucket	_____	_____	_____

Individual hose replacements verses complete hose bundle replacement will be at the discretion of Cleveland Public Power.

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**D.17. VENDOR ATTESTATION TO COMPLY WITH SPECIFICATIONS D.1-D.16**

Contractor must comply with all specifications and proposals on this contract, no exceptions.

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

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

**D.18. SPECIAL PROVISION RELATING TO ACCEPTANCE TO DELIVERY**

Anything in Paragraph B-25 to the contrary notwithstanding standing, in the event that the execution of the contract is delayed for any reason beyond the date immediately succeeding the determination of a prior contract for the items which are the subject of this invitation to bid, the date for the acceptance of delivery of said items shall be fixed by Board of Control Resolution making the award of the contract therefore. Should such prior contract not have expired on the date of award of the present contract then the effective date of the new contract will be the day following the expiration of the prior contract.

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**D.19. EQUIPMENT LIST – Current List of CPP Bucket and Derrick Trucks**

<b>Truck Code</b>	<b>Year</b>	<b>Truck Description</b>
15H116	2015	Freightliner M2 106 60' Bucket
15H117	2015	Freightliner M2 106 60' Bucket
15H118	2015	Freightliner M2 106 60' Bucket
15H119	2015	Freightliner M2 106 60' Bucket
15H120	2015	Freightliner M2 106 60' Bucket
15H121	2015	Freightliner M2 106 60' Bucket
15H122	2015	Freightliner M2 106 60' Bucket
15H123	2015	Freightliner M2 106 60' Bucket
15H171	2016	Freightliner M2 106 Derrick Digger
15H172	2016	Freightliner M2 106 Derrick Digger
15H206	2018	Freightliner M2 106 Altec 65' Bucket
15H207	2018	Freightliner M2 106 Altec 65' Bucket
15H208	2018	Freightliner M2 106 Altec 65' Bucket
15H209	2018	Freightliner M2 106 Altec 65' Bucket
15H210	2018	Freightliner M2 106 Altec 65' Bucket
15H211	2018	Freightliner M2 106 Altec 65' Bucket
15H212	2018	Freightliner M2 106 Altec Derrick Digger
15H213	2018	Freightliner M2 106 Altec Derrick Digger
15H214	2018	Freightliner M2 106 Altec Derrick Digger
15H216	2018	Freightliner M2 106 Altec Chip Box
15H295	2021	Freightliner M2 106 Altec 65' Bucket
15H359	2023	Freightliner M2 106 Altec 65' Bucket
15H360	2023	Freightliner M2 106 Altec 65' Bucket
15H56	2010	Freightliner M2 106 60' Bucket
15H76	2011	Freightliner M2 106 Derrick Digger
15H77	2012	Freightliner M2 106 Derrick Digger
15H78	2012	Freightliner M2 106 Derrick Digger
15H88	2012	Freightliner M2 106 60' Bucket
15H89	2012	Freightliner M2 106 60' Bucket
15H98	2013	Freightliner M2 106 60' Bucket

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<b>Truck Code</b>	<b>Year</b>	<b>Truck Description</b>
15H99	2013	Freightliner M2 106 60' Bucket
1H16	2007	Chevy Derrick Digger
2M532	2004	Ford F-550 40' Bucket
2M564	2005	Ford F-550 40' Bucket
2M650	2020	FORD 550 48' Altec Bucket
5M2	2012	Ram 5500 40' Bucket
5M3	2014	Ram 5500 47' Bucket
5M4	2014	Ram 5500 47' Bucket
5M5	2017	Ram 5500 48' Bucket
5M6	2017	Ram 5500 48' Bucket
7H1107	2005	International 4400 60' Bucket
7H1108	2001	International 60' Bucket 4700
7H1158	2006	International 4300 50' Bucket
7H1159	2006	International 4300 50' Bucket
7H1160	2006	International 4300 50' Bucket
7H1176	2008	International 4300 50' Bucket
7H1177	2008	International 4300 50' Bucket
7H1179	2008	International 4300 75' Bucket
7H1181	2008	International 4300 75' Bucket
7H962	1998	International 150' Crane
7H980	1999	International Knuckle Boom
158T2	2015	Mini - Derrick 33 Plus Pole Setter

**NOTE: All services to include any new vehicles purchased during the duration of this contract.**

**D.20. MATERIAL COST**

All parts or material billed must include a copy of the list price page of the item being billed in order to verify discount off list price.



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**D.21. CURRENT CERTIFICATES**

In order to keep up with current vehicle repairs, it is important that the vendor, over the contract period, can demonstrate continuing training for its work force for repairs needed as well as any additional requirements established by ANSI.

**- END OF SECTION D -**

SUPPLEMENTAL  
NOTICE TO BIDDERS

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES,  
DISCLOSURE

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

SUPPLEMENTAL  
NOTICE TO BIDDERS

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

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

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

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

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

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

Each Contract also shall contain the following equal opportunity clause:

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

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

EXHIBIT D

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 any subcontractors of those entities. Subcontractors of Covered Employers are not restricted to those providing a particular good or service or those of a particular size.

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

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

and

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

and

3. The bidder is either

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

or

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

## Covered Employees

### A. Definition.

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

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

### B. Exclusions.

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

1. Uncompensated volunteers
2. Individuals in job training programs with classroom instruction where the individual is a client of the program
3. Employees who work on public construction projects subject to state or federal wage rate laws.
4. Employees covered by collective bargaining agreements or the Railway Labor Act
5. Employees of commercial retail establishments
6. Persons not employed in the State of Ohio
7. Persons under 18 years of age
8. Persons working, on average, less than 30 hours per week

## Exemptions from Fair Employment Wage Law

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

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

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

### Health Care Insurance Preference

The bidder may be eligible for a preference if you provide reasonable health care insurance coverage to employees who work over 30 hours a week. However, no preference shall be given if the price bid for the service contract exceeds the lowest price bid by more than five percent (5%). Section 189.031 of the Codified Ordinances of the City of Cleveland defines reasonable health care coverage as a plan that is comparable or superior to the family health care plan offered by the City of Cleveland to its employees. In order for the plan to be deemed comparable or superior, the plan must meet or exceed the plan of the City of Cleveland in the following respects:

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

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

### Record-keeping Responsibilities

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

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



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

#### Employee Notice Requirements

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

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

#### City Resident Hiring

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

#### Compliance with Federal Laws

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

**SCHEDULE 1**

Schedule 1

Declaration of Number of  
Persons Employed by the Bidder

1. Are you a for profit \_\_\_\_\_ or a non-profit \_\_\_\_\_ entity?
2. Number of Current Employees:                  Number of Employees If Contract  
Is Awarded

--	--

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

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

---

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

## SCHEDULE 2

### DECLARATION OF HEALTH INSURANCE COVERAGE

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

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

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

\_\_\_\_\_Yes      \_\_\_\_\_No

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

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

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

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? \_\_\_\_\_yes      \_\_\_\_\_no

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

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

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

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

**SCHEDULE 3**

**AFFIDAVIT OF COMPLIANCE WITH CLEVELAND CODIFIED  
ORDINANCE CHAPTER 189**

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

) ss:

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

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

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

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

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

\_\_\_\_\_ YES

\_\_\_\_\_ NO

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_

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

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

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

\_\_\_\_\_

Notary Public

## SCHEDULE 4

### CURRENT CONTRACTS WITH THE CITY

Provide the following information about any current contracts you or your company has 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).

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

Each Contract also shall contain the following equal opportunity clause:

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

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



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

The Subcontractor Participation Goals for this contract are:

**0% CSB Participation**

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

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

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



## DIVISION OF PURCHASES & SUPPLIES

### **Subcontractors Notice**

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

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

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

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