

# BID ADVERTISEMENT FOR THE WEEKS OF

October 7, 2020 & October 14, 2020

## **BID OPENS - WEDNESDAY, OCTOBER 21, 2020**

**FILE NO. 85-20 2020 Citywide Natural Gas (Re-Bid)**

FOR VARIOUS DIVISIONS FOR THE DEPARTMENT OF FINANCE, AS  
AUTHORIZED BY ORDINANCE 183-18, PASSED BY COUNCIL MAY 14, 2018.

There will be a **NON-MANDATORY** Pre-Bid Meeting, Thursday, October 15, 2020 at 9:00 a.m. Via WebEx, to call into the meeting dial 1-415-655-0003, Access Code 172 291 3593.

To join by computer, please use this link (copy/paste in your browser address)

[https://cityclevelandoh.webex.com/cityclevelandoh/j.php?  
MTID=m22c20dda55b4bbc341c1f23c2099017e](https://cityclevelandoh.webex.com/cityclevelandoh/j.php?MTID=m22c20dda55b4bbc341c1f23c2099017e)

Alternatively, go to <https://cityclevelandoh.webex.com/> and enter the following information:

Meeting number (Access Code): 172 291 3593 Meeting password: hYTmPGM2v32

**Note:** Bid must be delivered to the Office of the Department of Public Utilities, Carl B. Stokes Public Utilities Building, 1201 Lakeside Avenue, Side Entrance, 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

Ohio and known as being Sublot Nos. 176, 177, 178, 179, 216, 217, 218, and 219 in Morrison and Massie's re-subdivision of part of Original One Hundred Acres, at 378, as shown by the recorded plat in Vol. 33 of Maps, Page 7, in Cuyahoga County records, and together forming a parcel of land more fully bounded and described as follows:

Beginning at the point of intersection of the West line of Parkwood Drive N.E. (60 feet wide) and the North line of Morrison Avenue N.E., (60 feet wide);

Thence Westerly 165.72 feet along the North line of said Morrison Avenue to a point being the Southwest corner of said Sub Lot 179;

Thence Northerly 125.64 feet along the West line of said Sub Lot 179 to a point of intersection with the South line of said Sub Lot 218, said point being the Northwest corner of said Sub Lot 179;

Thence Westerly 61.21 feet along the South line of said Sub Lots 218 and 216 to a point being the Southwest corner of said Sub Lot 216;

Thence Northerly 125.65 feet along the West line of said Sub Lot 216, to a point of intersection with the South line of Amor Avenue N.E. (60 feet wide), said point being the Northwest corner of said Sub Lot 216;

Thence Easterly 105.33 feet along the South line of said Amor Avenue, to the point of intersection of the West line of said Parkwood Drive;

Thence Southerly along the West line of said Parkwood Drive about 283.42 feet to the point of intersection with the North line of said Morrison Avenue, said point being the Southeast corner of said Sub Lot 176, and being the point of beginning, be the same more or less but subject to all legal highway.

Legal Description approved by Greg Esber, Section Chief, Plans, Surveys and House Numbering Section

which in its entirety is a property having special character of special historical or aesthetic value as part of the development, heritage, or cultural characteristics of the City, State, or the United States, is designated a landmark under Chapter 161 of the Codified Ordinances of Cleveland, Ohio 1976.

Section 1. 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 May 14, 2018.  
Effective May 15, 2018.



Ord. No. 183-18.

By Council Members Keane and Kelley (by departmental request).

An emergency ordinance authorizing the City to purchase electricity and/or gas from an electric generation services provider and/or gas services provider for City buildings and to participate with the Cleveland Municipal School District and the Northeast Ohio Regional Sewer District, jointly or severally, in a Request for Proposal to procure

such services; authorizing relative agreements; and the employment of one or more professional energy consultants for consulting services, including but not limited to energy procurement and management, for a period up to three years, with two one-year options to renew, exercisable by the Director of Finance.

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 Finance is authorized to make one or more written contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, with an electric generation services provider and/or gas services provider, for the purchase of electricity and/or gas for City buildings at prices obtained through the procurement with the Cleveland Municipal School District and/or the Northeast Ohio Regional Sewer District, either jointly or severally, for a period up to three years, with two one-year options to renew, exercisable by the Director of Finance.

The selection of the electric generation services provider and/or the gas services provider shall be made by the Board of Control on the nomination of the Director of Finance. The compensation to be paid for the services shall be fixed by the Board of Control.

Section 2. That the Director of Finance is authorized to employ by contract or contracts one or more consultants or one or more firms of consultants for the purpose of supplementing the regularly employed staff of the several departments of the City of Cleveland in order to provide professional energy consulting services, including but not limited to, energy procurement and management, for a period up to three years, with two one-year options to renew, exercisable by the Director of Finance.

The selection of the consultant or consultants for the services shall be made by the Board of Control on the nomination of the Director of Finance from a list of qualified consultants available for employment as may be determined after a full and complete canvass by the Director of Finance for the purpose of compiling a list. The compensation to be paid for the services shall be fixed by the Board of Control. The contract or contracts authorized shall be prepared by the Director of Finance, approved by the Director of Finance, and certified by the Director of Finance.

Section 3. That under Section 105(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Finance may sign all documents that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

Section 4. That the Director of Finance is authorized to enter into one or more relative agreements needed to implement this ordinance, including but not limited to, agreements with the Cleveland Metropolitan School District and/or the

Northeast Ohio Regional Sewer District.

Section 5. That the cost of the contract or contracts authorized shall be paid from Fund No. 01-1505-6230, Request No. RQS 1506, RLA 2018-3.

Section 6. 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 May 14, 2018.  
Effective May 15, 2018.

Ord. No. 256-18.

By Council Member B. Jones.

An emergency ordinance designating the Eleanor Rainey Memorial Institute (aka Willson Avenue Boys Club) as a Cleveland Landmark.

Whereas, under Chapter 161 of the Codified Ordinances of Cleveland, Ohio, 1976, the Cleveland Landmarks Commission (the "Commission"), has proposed to designate the Eleanor Rainey Memorial Institute (aka Willson Avenue Boys Club) as a landmark; and

Whereas, the owner of the Eleanor Rainey Memorial Institute (aka Willson Avenue Boys Club) has been properly notified and has consented in writing to the proposed designation; and

Whereas, the Commission has recommended designation of the Eleanor Rainey Memorial Institute (aka Willson Avenue Boys Club) as a landmark and has set forth certain findings of fact constituting the basis for its decision; and

Whereas, this ordinance constitutes an emergency measure providing for the immediate preservation of the public peace, property, health, and safety in that the immediate protection of the historic landmark is necessary to safeguard the special historical, community, or aesthetic interest of value in the landmark; now, therefore

Be it ordained by the Council of the City of Cleveland:

Section 1. That the Eleanor Rainey Memorial Institute (aka Willson Avenue Boys Club) whose street address in the City of Cleveland is 1523 East 55th Street, Cuyahoga County Auditor's Permanent Parcel Number is 104-14-018, and is also known as the following described property:

Situated in the City of Cleveland, County of Cuyahoga and State of Ohio, and known as being part of Block A in Lewis Dibble's Subdivision of part of Original and Acre Lot 343 as shown by the recorded plat in Volume 13 of Maps, Page 54 of Cuyahoga County Records, and bounded and described as follows:

Beginning at a point being the intersection of the Eastern line of East 55th Street, (former Willson Avenue, 100 feet wide) and the Northerly line of Dibble Avenue, (60 feet wide);

Thence Easterly along said Northerly line of Dibble Avenue,

# City of Cleveland

DEPARTMENT OF FINANCE  
SHARON DUMAS  
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES  
TIFFANY WHITE JOHNSON  
COMMISSIONER

## BIDDER'S CHECK LIST

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

### CHECK WHEN COMPLETED

#### A. Bid/Schedule of Items

- 1. Is (are) the bid page(s) completed as required and signed in the upper right-hand corner?
- 2. Are all prices (Unit and extension) clearly and accurately presented?
- 3. Is the payment discount given?

#### B. Bid Bond

- 1. Is the bond made out in the names of and signed by both the principal and surety?
- 2. Is the bond amount sufficient for the amount of the bid? **Must be 5% of the amount of the bid.**
- 3. Is there a power of attorney attached to the bond?

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

- 1. Is the check in an amount sufficient for the amount of the bid? **Must be 5% of the amount of the bid.**
- 2. Is the check either properly certified or a cashier's check?
- 3. Is the Check made payable to: THE CITY OF CLEVELAND?

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

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

#### E. Affidavit

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

#### F. Contract Compliance Certifications

- 1. Did you read Item 13, the Equal Opportunity Clause, carefully, and understand it? If not, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 2. Did you read Item 14, the OEO Notice to Bidders, carefully, and understand it? If not, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 3. Did you complete OEO Schedules 1, 2, and 4 carefully and completely? Did you include signed Schedule 3's from all certified subcontractors?
- 4. If you are a Cleveland Area Small Business, minority business enterprise, or female business enterprise, did you include a copy of your own certificate?

#### G. Bid Envelope

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

#### H. Performance Bond

- 1. Will you be able to furnish the Performance Bond if one is required in paragraph A-5a of INSTRUCTIONS TO BIDDERS, in paragraph B-8 of General Conditions?
- 2. Notice: A certified or cashier's check is not acceptable in lieu of a Performance Bond!

I. Federal Tax ID Form (W-9)

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

J. Northern Ireland Fair Employment Practices Disclosure

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

K. Please contact the Division of Purchases and Supplies at 216-664-2620 if you have additional questions on how to complete this bid form.

## **INSTRUCTIONS TO BIDDERS**

### **A-1 INVITATION TO BID**

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

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

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

### **A-3 BIDDERS AFFIDAVIT**

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

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

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

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

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

**A-6 EXPLANATIONS WRITTEN OR ORAL**

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

**A-7 PRICE BIDS AND DISCOUNTS**

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

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

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

**A-9 MANUFACTURER'S NAME**

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

**A-10 SAMPLES**

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

**A-11 TIME OF DELIVERY**

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

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

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

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

**A-13 REQUIREMENT CONTRACT DEFINED**

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

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

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

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

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

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

**A-16 BID DISCOUNTS - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000).**

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 Invitation of Bid is of the essence of the contract will be considered in determining the lowest and best or lowest and responsible bidder.

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 Cleveland Ohio, 1976 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.

**PART A-1**  
**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**  
**2020 NATURAL GAS PROCUREMENT**

**A1 GENERAL**

The City will accept electronic signatures, in lieu of “wet” (ink) signatures, printed in/on a hard copy for all forms and documents in a bid requiring a signature.

**A1-3 BIDDERS AFFIDAVIT** (Supplement to A-3)

Each bidder must submit a completed, signed and notarized the bidder’s affidavit. The affidavit is required by the City’s Codified Ordinances from every bidder for a competitively bid City contract. While handwritten signatures are preferred, the City will accept an oath administered remotely by audio and/or video communication technology (e.g., electronically), which allows the notary administering the oath to positively identify the person taking the oath, and the City will accept electronic signatures by the person making the affidavit (affiant) and the notary.

LLCs should complete the affidavit as in the spaces provided for, and as, corporations.

**A1-4 BID BOND: CERTIFIED OR CASHIER’S CHECK** (Supplement to A-4)

- a. A Bid Bond is separate and distinct from the Performance Bond and must be submitted by each bidder with its bid. (A Performance Bond is only required from the bidder approved by the City as lowest and best. The Performance Bond must be submitted with the executed contract; it is not required from other bidders not so approved.)
- b. For the Bid Bond amount calculation only, assume a NYMEX price of \$2.71 per dth and a 3-year contract term.

Sample calculation:

{\$2.71 (NYMEX price) +/- basis} x 596,185 dth (Estimated annual volume) x 3(years)

If bidding a different basis price for each pricing group, use a weighted average basis price. Then, apply 5% to this amount, per A-4.

**A1-12 PAYMENT DISCOUNT WHEN USED TO DETERMINE LOWEST AND BEST BID**  
(Supplement to A-12)

A payment discount is optional. Except as provided by the qualification stated in A-12, a bidder’s offer of a payment discount may result in a lower bid for purposes of the City’s determination of the lowest and best bidder.

## Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) ▶ _____	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																															
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 <i>How to get a TIN</i> , later.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="10" style="text-align: center; font-size: small;">Social security number</td></tr> <tr><td style="width: 25px;"> </td><td style="width: 25px;"> </td></tr> <tr><td colspan="4" style="text-align: center;">-</td><td colspan="2" style="text-align: center;">-</td><td colspan="4"></td></tr> </table>	Social security number																				-				-					
Social security number																															
-				-																											
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	or <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td colspan="10" style="text-align: center; font-size: small;">Employer identification number</td></tr> <tr><td style="width: 25px;"> </td><td style="width: 25px;"> </td></tr> <tr><td colspan="4" style="text-align: center;">-</td><td colspan="2" style="text-align: center;">-</td><td colspan="4"></td></tr> </table>	Employer identification number																				-				-					
Employer identification number																															
-				-																											

<b>Part II Certification</b>	
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.	
<b>Certification instructions.</b> 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).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS 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-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- 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), 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.

*If you do not 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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

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

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

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

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

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

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

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

## Backup Withholding

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

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

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

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

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

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

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

### Line 3

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

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

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

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

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

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

**Line 5**

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

**Line 6**

Enter your city, state, and ZIP code.

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

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

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

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

**Part II. Certification**

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

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

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

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

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

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

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

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

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	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 Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

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

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/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 possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## VENDOR INFORMATION FORM

Please fill in:

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

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

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

State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone ( ) \_\_\_\_\_ Ext. \_\_\_\_\_

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

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

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

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

State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone ( ) \_\_\_\_\_ Ext. \_\_\_\_\_

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

State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone ( ) \_\_\_\_\_ Ext. \_\_\_\_\_

Contact Person: (ordering) \_\_\_\_\_ Remit \_\_\_\_\_

**PLEASE INCLUDE THE ABOVE INFORMATION  
WHEN SUBMITTING YOUR BID OR PROPOSAL**

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

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

Further affiant saith not.

(Sign Here)  $\Rightarrow$  \_\_\_\_\_

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

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

CITY OF CLEVELAND

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we

\_\_\_\_\_

as Principal, and

\_\_\_\_\_

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

THE CITY OF CLEVELAND

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

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

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

WHEREAS, the said principal is herewith submitting bid for

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

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

PRINCIPAL \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

TITLE \_\_\_\_\_

By \_\_\_\_\_

Attorney in Fact

CITY OF CLEVELAND

**BID FORM**

- STANDARD CONTRACT BID
- REQUIREMENT CONTRACT BID

TO: The Commissioner of Purchases and Supplies:

BID FOR 2020 Citywide Natural Gas (Re-Bid)

FOR: The Department of: Finance

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

City of Cleveland  
 2020 PURCHASE OF NATURAL GAS  
**SCHEDULE OF ITEMS PRICE FORM**

Bidder Must Complete Entire Form:

Submitted By:

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

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

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<p><b>1. PRICE:</b> Price shall be basis and/or fixed-price</p> <p style="text-align: center;">The basis and fixed price shall include fuel.</p> <p><b>ESTIMATED ANNUAL QUANTITY: 581,639 MCF (596,185 dth)</b></p> <p>*FOR BID BOND AMOUNT CALCULATION ONLY, ASSUME A NYMEX PRICE OF <b>\$2.71 per dth</b> and a <b>3-year</b> potential contract term.</p> <p>(NYMEX +/- basis)*Estimated Volumes*3 Years</p> <p><b>Per A-4 Instructions to bidders, Bid bond shall be in the sum of 5% of the amount of the bid</b></p>	<p><b><u>UNIT PRICE</u></b></p> <p><b>PLEASE COMPLETE THE PRICING TABLES # 1.1 through #1.2</b></p> <p><b>FOR BASIS AND/OR FIXED PRICE FOR</b></p> <p><b>DECEMBER 2020 START DATE</b></p>
<p>Contract, if any, shall be for a period of 1, 2 or 3 years. All quantities are approximate.</p>	
<p><b>2. Certifications:</b> Are you a PUCO –certified supplier?</p>	<p><b>Circle: Yes or No</b></p>

City of Cleveland  
2020 PURCHASE OF NATURAL GAS  
**SCHEDULE OF ITEMS PRICE FORM**

Bidder Must Complete Entire Form:

Submitted By:

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

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

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**3. Volume:** The natural gas volumes shown in **Appendix A and the Natural Gas listing on the Invitation to Bid (ITB) page on the City's Website**, are representative annual and monthly actuals for a period of 12 months, respectively. Vendor will be responsible for all penalty charges imposed because of errors nominations, balancing difference or other restrictions imposed by transportation or distribution entities.

**Monthly Tolerance.** The City **requires** the basis pricing offer(s) to include full swing with no settlement.

If the City chooses not to lock any of its anticipated monthly quantities, then all consumption shall be invoiced at the NYMEX final monthly settlement plus or minus the contracted basis.

If the City chooses to lock only a portion of its anticipated monthly quantities, then any consumption not locked shall be invoiced at the NYMEX final monthly settlement plus or minus the contracted basis.

If the City chooses to lock the price of the NYMEX for 100% of the anticipated monthly quantity the City shall be invoiced at the agreed upon fixed NYMEX price plus or minus the contracted basis for all City consumption.

**4. Triggering:** The City intends that triggering of volumes be completed via recorded phone call or via email. Further, any execution premium that may be associated should be factored into the basis price itself. The City expects to transact with no to minimal variation to the NYMEX itself at the time of the lock.

City of Cleveland  
 2020 PURCHASE OF NATURAL GAS  
**SCHEDULE OF ITEMS PRICE FORM**

Bidder Must Complete Entire Form:

Submitted By:

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

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

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**PRICING TABLES #1.1**

**BASIS**

**December 2020 Start**

LDC	Account Type	Intended Distribution Rate	Term (Months)		
			12	24	36
COH	CHOICE	FRSGTS			
COH	CHOICE	FRGTS			
DEO	CHOICE	FVECTSLV			
DEO	CHOICE	FVECTSNR			
DEO	TRANSPORT	GTSP02			
DEO	TRANSPORT	GTSNOIP02			

(\$/Dt at City Gate Including Losses on Pipeline and Distribution system as required)  
 Prices are to include \$.05/Mcf (.049/Dt) as Amerex's fee as consultant to the City.

City of Cleveland  
 2020 PURCHASE OF NATURAL GAS  
**SCHEDULE OF ITEMS PRICE FORM**

Bidder Must Complete Entire Form:

Submitted By:

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

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

City/State/Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Printed Name \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

**PRICING TABLES #1.2**

**FIXED PRICE**

**December 2020 Start**

LDC	Account Type	Intended Distribution Rate	Term (Months)		
			12	24	36
COH	CHOICE	FRSGTS			
COH	CHOICE	FRGTS			
DEO	CHOICE	FVECTSLV			
DEO	CHOICE	FVECTSNR			
DEO	TRANSPORT	GTSP02			
DEO	TRANSPORT	GTSNOIP02			

(\$/Dt at City Gate Including Losses on Pipeline and Distribution system as required)  
 Prices are to include \$.05/Mcf (.049/Dt) as Amerex's fee as consultant to the City.

## **PART B**

### **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.**

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, unless the City explicitly waives the requirement in the Invitation to Bid. 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.

**Please note: There is no Performance Bond required on any contract issued pursuant to this Invitation to Bid when the contract amount is less than \$500,000.00. A twenty five percent (25%) Performance Bond will be required on any contract of \$500,000.00 or more.**

**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.

**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 therefor. If the contractor fails to immediately 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 its surety shall be liable to the City for all excess costs and expenses thereby incurred.

**B-17 SAFEGUARDS.**

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

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

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

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

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

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

The freight prices made in the bid are to be in accordance with lawful freight or transportation charges in existence at the time the bid is made, and contract prices shall be increased or decreased by changes in the freight or transportation rates, provided that claims for additional freight or transportation be presented to the City of Cleveland within thirty (30) days after said advance in freight or transportation rates becomes effective. Reductions in freight or transportation 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 the address as shown on a 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". This copy may be sent by either regular mail or email.
- 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 CWD;
- 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 RESERVED**

**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.

**PART C**  
**SUPPLEMENTAL GENERAL CONDITIONS**  
**NATURAL GAS PROCUREMENT 2020**

**C-1 Billing and Payment**

It is preferred that the Supplier bill the City by a monthly consolidated invoice for as many accounts as possible for natural gas delivered within 30 days after Supplier receives monthly billing determinants from DEO and COH, subject to any LDC estimates or corrected readings. The invoice rendered must supply as much itemized detail as possible. For those accounts not included in a consolidated invoice, the Supplier must provide a concise reason for the exclusion of each account. Although the City requires paper invoices, Supplier's ability to provide an online portal through which the City can view, download, and perform analysis of billings/invoices is preferred. If any portion of any invoice is in dispute, the City shall pay the undisputed amount and the parties shall attempt to resolve the dispute in good faith. If the dispute is not resolved, either party may pursue all remedies available to it. Upon determination of the correct invoice amount, the proper adjustment shall be applied to a subsequent invoice or paid/refunded within thirty (30) days of the resolution. In the event that either DEO or COH does not provide billing determinants in a timely manner, Supplier shall have the right to estimate usage for the purpose of billing, provided that within sixty (60) days after Supplier receives the actual billing determinants, it shall reconcile the difference between the actual and estimated usage billed.

**C-2 Liability**

Neither party shall be liable to the other for incidental, consequential, punitive, exemplary or indirect damages, lost profits or other business interruption damages, in tort, contract or otherwise.

**C-3 Default and Remedies (Supplementing B-10)**

A party shall be in "Default" upon:

- (a) Failure to perform any material term or condition of this Agreement, provided that such failure is not cured within ten (10) days of written notice by the other party or the minimum period required by law, if longer.
- (b) Failure of Supplier to provide natural gas to the City in accordance with the rules of the Public Utilities Commission of Ohio (PUCO), as such failure is determined by that agency.
- (c) If this Agreement or any Transaction Confirmation under it is terminated by reason of a default by the City, the City shall pay Supplier any outstanding amounts payable plus all costs resulting from a change in value of any natural gas supply positions reserved exclusively for the benefit of the City using commercially reasonable steps to mitigate losses for the months remaining in the originally agreed-upon term.

**PART C**

**SUPPLEMENTAL GENERAL CONDITIONS**

**NATURAL GAS PROCUREMENT 2020**

(d) If this Agreement or any Transaction Confirmation under it is terminated by reason of a default by Supplier that requires the City to purchase replacement natural gas from another party or the LDC, the City shall have as a remedy direct damages in the amount of the additional cost incurred by the City, if any, between the fixed components of the purchase price paid by City for replacement natural gas (assuming that City has used commercially reasonable efforts to replace the natural gas) and the fixed components of the price as set forth on the Transaction Confirmation, multiplied by the amount of City's natural gas usage for the months of the prior year that correspond to the months remaining in the term, or if such prior usage information is unavailable or known to be inaccurate, the City's reasonable estimate of its expected usage for the remainder of the term.

C-4 **Warranty and Title** (Supplementing B-29)

Supplier warrants its title and right to all gas sold to the City. Supplier also warrants that all gas supplied shall be merchantable and fit for the City's disclosed purposes.

C-5 **Force Majeure**

No party shall be considered to be in default in the performance of any of the obligations if failure of performance shall be due to a Force Majeure event. The term "Force Majeure event" shall mean any cause beyond reasonable control of the party affected, despite exercising due diligence. "Force Majeure event" shall include, but not be limited to the failure of facilities, actions or the failure to act of regulatory agencies, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, labor dispute, sabotage, restraint by court order or public authority, breakage of machine or pipelines, failure that directly impacts the Supplier's ability to secure for or deliver supplies to the City, or inability to obtain necessary approvals, licenses or permits. If a party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such party shall promptly provide notice to the other party of the circumstances preventing or delaying performance and the expected duration of the circumstance. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by the Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles that prevent performance and shall resume performance of its obligations as soon as reasonably practicable. It is specifically recognized that the failure of a Supplier to deliver because of any ability to sell natural gas otherwise designated for the City at a higher price or for additional value ("Price Majeure") is not within the definition of Force Majeure.

C-6 **Governing Law**

This Agreement and the rights and duties of the parties shall be governed by and construed, enforced

**PART C**

**SUPPLEMENTAL GENERAL CONDITIONS**

**NATURAL GAS PROCUREMENT 2020**

and performed in accordance with the laws of the State of Ohio and the ordinances and Charter of the City, without regard to principles of conflicts of law.

**C-7 Survival of Obligations; Severability; No Waiver**

The obligation of the City to make payment shall survive the termination of this Agreement. The obligations of Supplier to indemnify City under the provisions of this Agreement shall survive the termination of this Agreement. If any provision in this Agreement is determined to be invalid, void, or made unenforceable by any court having jurisdiction, then such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant in this Agreement. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative and not exclusive, that is, in addition to every other remedy provided or by law.

**C-8 Notices**

Whenever, under the terms of this Agreement, any notice is required or permitted to be given by one party to the other, such notice shall be given by email, facsimile, delivered by courier, or if mailed, postage prepaid, to the parties at the notification addresses set forth on the Transaction Confirmation.

**C-9 Forward Contract**

The parties acknowledge and agree that the transaction contemplated under this Agreement is intended to constitute a "forward contract" within the meaning of the United States Bankruptcy Code, and the parties further acknowledge and agree that each party intends to be treated as a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

**C-10 Entire Agreement and Amendments**

This Agreement constitutes the entire agreement between the parties; there are no oral promises, agreements or warranties otherwise amending or affecting it. No modification or amendment of this Agreement shall be binding on either party unless in writing agreed to by both parties. The terms of this Agreement shall control over any inconsistent or conflicting terms contained in any Transaction Confirmation.

**C-11 Performance Bond (Supplement to B-8)**

A. A Performance Bond is separate and distinct from the Bid Bond and must be submitted

**PART C**

**SUPPLEMENTAL GENERAL CONDITIONS**

**NATURAL GAS PROCUREMENT 2020**

only by the bidder approved by the City Board of Control as lowest and best. (A Bid Bond is required from each bidder and must be submitted with its bid.)

B. Amount: The Performance Bond for this contract must be at least 25% (twenty-five percent) of the contract amount. The contract amount is the product of:

The total estimated annual volume X the number of contract years the City determines (1, 2, or 3) X (the NYMEX +/- basis price) on the adoption date of the Board of Control resolution approving the lowest and best bidder for the contract.

If bidding a different basis price for each pricing group, use a weighted average basis price.

**C-12 Non-Mandatory Pre-Bid Meeting and Last Day for Questions:**

The last day for submitting all questions is: **Thursday, October 15, 5:00PM EST**. Please submit all questions to **Tiffany White-Johnson** via email at [TWhiteJohnson@city.cleveland.oh.us](mailto:TWhiteJohnson@city.cleveland.oh.us)

There will be a NON-MANDATORY Pre-bid Meeting, **Thursday, October 15, 2020 at 9:00AM EST** via Webex.

To call into the meeting, dial:

+1-415-655-0003 US Toll Access Code: 172 291 3593

To join by computer, please use this link (copy/paste in your browser address)

<https://cityclevelandoh.webex.com/cityclevelandoh/j.php?MTID=m22c20dda55b4bbc341c1f23c2099017e>

Alternatively, go to <https://cityclevelandoh.webex.com/> and enter the following information:

Meeting number (Access Code): 172 291 3593

Meeting password: hYTmPGM2v32

**PART D**

**TECHNICAL SPECIFICATIONS**

**NATURAL GAS PROCUREMENT 2020**

**D-1 Introduction**

The City of Cleveland (“City”) seeks competitive sealed bids from natural gas Suppliers for Firm, natural gas meeting the City’s full requirements to be consumed at its approximately 175 specific accounts (*aka* “Full Swing”). A summary of consumption for these accounts and the City’s intended distribution rate is provided in the table below. The City’s accounts are a variety of types including, but not limited to, water treatment facilities, a major airport and natural gas-fired generation facilities that have significant consumption during the summer. A list of the City’s 175 accounts is attached as Appendix “A”. A bidder may obtain detailed actual monthly consumption volumes for the period from March 2019 through February 2020 for each of the 175 accounts, at the City’s Invitation to Bid (ITB) page on the City’s website by searching for the Natural Gas ITB. Monthly consumption volumes for 167 of these accounts for the period from January 2019 through July 2020 provided by the current natural gas supplier can also be found at this website.

<http://www.city.cleveland.oh.us/CityofCleveland/Home/Government/CityAgencies/Finance/BID>

Local Distribution Utility	Intended Account Type	Intended Distribution Rate	Totals	# of Accounts	Mar19-Feb20 Usage (MCF)
Columbia Gas	CHOICE	FRSGTS		6	452
	CHOICE	FRGTS		6	50,688
			Columbia Gas Subtotal	12	51,140
Dominion East Ohio Gas	CHOICE	FVECTSLV		40	201,161
	CHOICE	FVECTSNR		113	124,949
			Dominion Gas CHOICE Subtotal	153	326,610
	TRANSPORT	GTSPIP02		8	149,483
	TRANSPORT	GTSNOIP02		2	54,406
			Dominion Gas TRANSPORT Subtotal	10	203,889
<b>Total</b>				<b>175</b>	<b>581,639</b>

## PART D

### TECHNICAL SPECIFICATIONS

#### NATURAL GAS PROCUREMENT 2020

##### Rate Code Descriptions –

- **FRSGTS** – Full Requirements Small General Transportation Service
- **FRGTS** – Full Requirements General Transportation Service
- **FVECTSLV** – Large Volume Energy Choice
- **FVECTSNR** – Non-Residential Energy Choice
- **GTSPIP02** – General Transport Service Percentage Income Protection
- **GTSNOPIP02** – General Transport Service

The City may, in a timely fashion, enter into various local distribution utility (LDC) transportation agreements with Dominion East Ohio (“DEO”) and/or Columbia Gas of Ohio (COH) which will govern the redelivery of natural gas to the City under this contract. The City will notify the Supplier under contract of any change to any of its LDC transportation agreements.

##### D-2 **Minimum Qualifications of Bidders**

Except for a bidder that has previously demonstrated its compliance with the following minimum qualifications under a contract with the City to supply natural gas within the last 10 years for at least a one-year contract term, to be eligible to contract with the City as its natural gas Supplier, a bidder must certify in its bid that it:

- (1) is PUCO-certified;
- (2) has had Gas Pooling Service Agreements in effect with DEO and COH for and during the one-year period immediately preceding the bid opening date; and
- (3) has at least one customer whose annual volume requirements are at least 50% of the City’s estimated annual volume.

Each bidder must also identify the customer(s) referred to in its responses to qualification (3) above.

##### D-3 **Full Requirement, Full Swing Contract Obligation**

The successful bidder, as Supplier, agrees to provide 100% of the City’s gas requirements during the term of this Agreement, for up to all 175 accounts set forth in Appendix “A”, as determined by the City, by delivery of same to a Transportation Receipt Point(s) acceptable to both DEO and Columbia.

As this request is for all requirements, full swing, no settlement natural gas, each bidder’s bid shall include all services and costs, if any, charged by DEO and COH necessary for

## PART D

### TECHNICAL SPECIFICATIONS

#### NATURAL GAS PROCUREMENT 2020

the Supplier to provide the requested product and associated services, other than transportation costs. Therefore, the bid price shall include all gas supply costs including, but not necessarily limited to, pooling fees, metering fees, reservation charges, upstream pipeline charges (including shrinkage), losses on the distribution company for Choice accounts, storage service costs, and any taxes and/or surcharges and any other costs applicable to the supply, nomination and/or management of the account(s), etc. Supplier shall be fully responsible for all costs of avoidance of OFOs, critical day issues, and all balancing. The City is anticipating that the pricing rendered for Choice accounts will include all costs included in what some suppliers call "burner tip" pricing. The City finds this a confusing term as it is not universally consistent.

The account histories attached as Appendix "A" may be considered representative of the probable volumes of gas that will be required under this Agreement. However, no minimum or maximum level of consumption is guaranteed.

If the Supplier fails to provide natural gas in accordance with this Agreement, City may secure the same from any other source it deems the most expedient and the Supplier will be liable in damages to the City for any incremental cost of such gas, and for all other costs, including but not limited to, penalties, fees, charges, administrative and other expenses which the City incurs in procuring its requirements for gas supply.

The City desires – but does not require – the Supplier to submit quarterly reports to the City showing the savings, if any, realized during the previous quarter for any or all account(s) or group(s) of accounts, as the City determines, compared to the applicable tariffs from DEO and COH.

#### D-4 **Contract Term**

The term of the agreement shall be a period of up to three (3) years starting December 1, 2020, as the City determines solely by its acceptance of a bid for a particular term, with two (2) consecutive one-year options in the City to renew, exercisable by the City Director of Finance. At any time during the term or a renewal term, the City may require the Supplier to provide a binding quote, good for 7 (seven) days, of its price for the next subsequent renewal term, if exercised. At the end of the term, if applicable, the Supplier shall submit to the City a final invoice for the quantities of gas delivered and the payments owed for the gas consumed.

## PART D

### TECHNICAL SPECIFICATIONS

#### NATURAL GAS PROCUREMENT 2020

##### D-5 Pricing

Each bidder shall submit a basis-price bid and, at the bidder's discretion, a fixed-price bid, both to be based upon dekatherm quantities of natural gas delivered at the DEO and/or COH city-gate. Each bid shall remain valid for acceptance for not less than 7 (seven) days after the bid submission date. This requirement controls notwithstanding any other provision of the ITB. Bidders may not refresh pricing during this 7-day period. The City intends to have its Board of Control approve a contract award within 5 to 7 days after bids are opened.

The City is seeking separate bid pricing for each pricing group and product where a pricing group is one of the items under a Choice or Transport program and a product is either fixed price or basis in the Schedule of Items Price form that it bids. As indicated in Section D-1, the City has 12 accounts for basis and fixed-price pricing under the COH Choice program, 10 accounts for basis and fixed-price pricing under the DEO Transport program, and 153 accounts for basis and fixed-price pricing under the DEO Choice program. A bidder may provide pricing for any or all of the groups identified, but must submit a bid for each term in a group for which it submits a bid. Each bidder must complete the Pricing Schedule in the Schedule of Items Price Form" for the pricing group(s) and term(s) for which it submits a bid.

##### Basis

Each bidder shall set forth the dollar amount per dekatherm above or below the futures price of natural gas as set from time to time on the New York Mercantile Exchange (NYMEX), inclusive of all costs necessary to make delivery to the city-gate associated with each of the three pricing groups' class of service. The price to the City for gas supplied for any month of the contract term shall be the total of the bid amount plus the NYMEX price for natural gas as determined at the settlement of the NYMEX for the next succeeding month if not locked by mutual agreement prior to settlement as more fully described below, plus a fixed \$0.05/Mcf (.049/Dt) for the City's energy services consultant, Amerex Brokers LLC dba Amerex Energy Services, to be paid by the Supplier to Amerex

##### Fixed-Price

Each bidder may also submit a fixed, firm-price bid for full requirements natural gas for each of the term lengths requested in the Pricing Schedule and for each of the Pricing Groups, inclusive of all costs necessary to make delivery to the city-gate associated with each of the three pricing groups' class of service, plus a fixed \$0.05/Mcf (.049/Dt) for

## PART D

### TECHNICAL SPECIFICATIONS

#### NATURAL GAS PROCUREMENT 2020

the City's energy services consultant, Amerex Brokers LLC dba Amerex Energy Services, to be paid by the Supplier to Amerex. A bidder may submit a fixed-price bid for each Pricing Group for which it submits a Basis bid.

##### City Right to Lock

At any time during the term or any optional renewal term, the City may give the successful bidder ("Supplier") written notice (a "Trigger Notice") that it desires to lock ("trigger") the NYMEX price for one or more specified pricing group(s) and month(s) and the percentage of usage/load it desires to lock for each group(s) and month(s). Supplier may accept such notice only from the City Director of Finance or the Director's designee(s) first authorized in writing to Supplier. As soon as possible after receipt of the Trigger Notice, Supplier shall return to the City a price quote for the group(s) and month(s) the Trigger Notice specifies. The City may, by either recorded telephone system conference or email correspondence, accept or reject any or all quote(s). Within 24 hours after receipt of an acceptance, Supplier shall provide the City a detailed written or reproducible electronic confirmation of the City's trigger transaction acceptance ("Transaction Confirmation"). Thereafter, for the group(s) and month(s) stated in the Transaction Confirmation, Supplier shall charge the City a total price determined at the locked price(s) at the percentages for each pricing group stated in the Transaction Confirmation. Prices for any non-locked group(s) and time period(s) shall remain unchanged and in full force and effect.

##### Prospective Pass-Through of Costs

With respect to Supplier pipeline general rate filings that may go into effect during the term of the natural gas contract contemplated here, the City of Cleveland prefers that the rates bid are not subject to change, but is willing to review alternate submissions that include a description of how the bidder intends to implement any rate adjustment resulting from the pass-through of initial and final rate adjustments to be applied to the City's CHOICE accounts.

With respect to other costs that may properly be passed through because of a change in law as impacting a Supplier's costs, the City prefers a pricing adjustment. However, this mechanism will be finalized with the successful bidder as Supplier after execution of a contract.

##### D-6 Nomination of Transportation Volumes

The Supplier shall be responsible for nomination and delivery of transportation volumes

## PART D

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#### NATURAL GAS PROCUREMENT 2020

in accordance with DEO's General Terms and Conditions of Transportation Service, as to all DEO-supplied accounts under this contract. The Supplier shall be solely responsible for any failure to make such nominations timely and in a manner acceptable to DEO as set forth in its tariff. Likewise, the Supplier shall be responsible for nomination and delivery of transportation volumes in accordance with COH's gas tariff as to all COH-supplied accounts under this contract. The Supplier will be deemed an authorized agent of City solely for the purpose of making such nominations and accessing the City's consumption records on DEO's Electronic Bulletin Board or otherwise. Access to meters at the account will be provided by City to the Supplier. It is the Supplier's sole responsibility to monitor actual consumption and to adjust nominations as needed.

The City will timely notify the Supplier of any extraordinary occurrences such as scheduled facility shutdowns that may substantially alter expected requirements.

#### D-7 Variance from Nominations

(a) Volume Banking Service. Where applicable, the City will subscribe to and pay for Volume Banking Service initially at a monthly tolerance level of 2%, and this service shall be assigned to the Supplier. Supplier may pool this percentage with non-City accounts, at its option. The City will increase its monthly tolerance level upon request of the Supplier during the term of the contract. However, the cost differential between 2% and any percentage selected by Supplier shall be paid by the Supplier.

(b) Imbalance Volumes. The Supplier will be solely responsible for Positive Imbalance Volumes and Negative Imbalance Volumes, and any related financial obligations, as provided for in DEO's General terms and Conditions of Transportation Service. Likewise, the Supplier shall be responsible for Positive Imbalance Volumes and Negative Imbalance Volumes, and any related financial obligations, as provided for in COH's gas tariff.

(c) Add/Delete. The City may from at any time during the term add and/or delete accounts as necessary for its operations. Supplier shall accept all adds and deletes during the term of the contract at the applicable contract price.

#### D-8 Source and Quality of Gas Supply

The Supplier may provide gas from any local or interstate source. If Supplier provides Ohio production gas, the Supplier shall be solely responsible for

## PART D

### TECHNICAL SPECIFICATIONS

#### NATURAL GAS PROCUREMENT 2020

nomination and reconciliation of Production Volumes, and all expenses associated with arranging and managing a Production Receipt Point.

The Supplier shall be solely responsible for compliance with all gas quality requirements of COH and DEO (in the case of Ohio production gas) and of any upstream pipeline(s).

#### D-9 **Transportation Receipt Point**

Title, control, and possession of the gas shall pass from Supplier to City at the Transportation Receipt Point as defined in DEO's and COH's General Terms and Conditions of Transportation Service. Except as may be otherwise required by law, as between Supplier and the City, Supplier agrees to be responsible for all liability, loss, claim, judgment, demand, cost or expense for damage or injury to person(s) or property, or death of any person(s) arising from Supplier's acts or omissions prior to the natural gas supply reaching the Transportation Receipt Point, except to the extent the negligence of the City causing or contributing thereto. To the extent permitted by law, as between Supplier and the City, the City agrees to be responsible for all liability, loss, claim, judgment, demand, cost or expense for which it would be legally liable arising after the natural gas supply has been delivered to the Transportation Receipt Point, except to the extent of the negligence of Supplier contributing to thereto.

## **APPENDIX A**

# **CITY OF CLEVELAND NATURAL GAS ACCOUNTS**

<b>Columbia Gas - City of Cleveland Accounts</b>								
<u>Account Name</u>	<u>Service Address</u>	<u>Primary Use</u>	<u>Account Number</u>	<u>Meter(s) #</u>	<u>Account Type</u> <u>(Same as Intended</u> <u>Account Type)</u>	<u>Rate Code</u> <u>(Same as</u> <u>Intended Rate)</u>	<u>Rate Code Description</u>	<u>Annual</u> <u>Usage (MCF)</u> <u>March 2019-</u>
15950 Ridge Rd - Columbia Gas - CCF	15950 Ridge Rd, North Royalton, OH, 44133	Water Distribution	12985584 002 000 7	M1500330	Choice	FRGTS	Full Requirements General Transportation Service	887
18626 Pearl Rd - Columbia Gas - CCF	18626 Pearl Rd, Strongsville, OH, 44136	Water Distribution	12496126 003 000 8	725448	Choice	FRSGTS	Full Requirements Small General Transportation Service	236
5953 Deering Dr (A) - Columbia Gas - CCF	5953 Deering Dr (A), Parma Hts, OH, 44130	Water Distribution	12468958 001 000 1	9121554	Choice	FRGTS	Full Requirements General Transportation Service	2,223
6802 Engle Rd - Columbia Gas	6802 Engle Rd, Middleburgh Hts, OH, 44130	Water Distribution	12496126 002 000 9	H892768	Choice	FRGTS	Full Requirements General Transportation Service	434
Crown Treatment Plant - Columbia Gas (Mcf/Ccf)	955 Clague Rd, Westlake, OH, 44145	Water Distribution	12496126 004 000 7	10731605	Choice	FRGTS	Full Requirements General Transportation Service	43,976
CWD Pearl Rd Pump Sta - Columbia Gas/CCF	18640 Pearl Rd, Strongsville, OH, US, 44136-6927	Water Distribution	14578959 003 000 0	7007544	Choice	FRGTS	Full Requirements General Transportation Service	1,777
Merkle (HazMat) / Pumping Station - Columbia Gas	6313 Merkle Ave, Parma, OH, 44129	Water Distribution	12468957 001 000 3	703679	Choice	FRSGTS	Full Requirements Small General Transportation Service	156
Parma Control Center - Columbia Gas	5981 Deering Dr, Parma Hts, OH, 44130	Water Distribution	12557558 002 000 0	1406693	Choice	FRSGTS	Full Requirements Small General Transportation Service	43
Parma Pump Sta & Reservoir (Bldg-B) - Columbia Gas	5953 Deering Dr (B), Parma Hts, OH, 44130	Water Distribution	12503644 001 000 2	8718527	Choice	FRGTS	Full Requirements General Transportation Service	1,371
Roman Park Radio Tower - Columbia Gas	28000 Ranney Pkwy, Westlake, OH, US, 44145	Radio Tower	19388693 001 000 6	14900009	Choice	FRSGTS	Full Requirements Small General Transportation Service	10
Royalton Radio Antenna - Columbia Gas	9621 York Alpha Dr (Shop), North Royalton, OH, 44133-3503	Radio Tower	19388693 003 000 4	13401885	Choice	FRSGTS	Full Requirements Small General Transportation Service	5
Strongsville Radio Tower - Columbia Gas	18900 Boston Rd, Strongsville, OH, 44136	Radio Tower	19388693 004 000 3	13402653	Choice	FRSGTS	Full Requirements Small General Transportation Service	2
							<b>Total Consumption (Mcf)</b>	<b>51,120</b>

Dominion East Ohio - City of Cleveland Accounts											
Account Name	Service Address	Primary Use	Account Number	Meter(s)#	Account Type	Rate Code	Rate Code Description	Intended Account Type	Intended Rate Code	Intended Rate Code Description	Annual Usage (MCF) March 2019- Feb 2020
(HOC) - Dom LP	4041 Northfield Rd, Highland Hills, OH, 44122	House of Corrections	5 5000 0654 9197	10184727	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	1,018
(HOC) - Dom LP2	4041 Northfield Rd, Highland Hills, OH, 44122	House of Corrections	5 4416 0011 7785	19592925	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	-
1230 Chardon Rd - Natural Gas	1230 Chardon Rd, Cleveland, OH, 44117	Water Distribution	0 5000 3282 3763	10137656	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,383
4095 Green Road - Natural Gas	4095 Green Rd, Beachwood, OH, US, 44122	Pump Station	7 4408 0011 8130	19104419	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	340
8021 Bavaria Rd - Natural Gas	8021 Bavaria Rd, Twinsburg, OH, 44087	Maintenance Garage	0 5000 0312 0721	11189693	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,697
9877 Darrow Rd - DomLP#2	9877 Darrow Rd, Twinsburg, OH, 44087	Pump Station	4 4417 0011 7986	17852218	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	836
Administration/Kirby Pump Station - DomBB	12302 Kirby Ave, Cleveland, OH, 44108	Pump Station	5 4402 0011 7961	17023717 18568015	TRANSPORT	GTSPiP02	General Transport Service Percentage Income Protection	TRANSPORT	GTSPiP02	General Transport Service Percentage Income Protection	13,336
Alexander Hamilton Rec Center - DomLP	13200 Kinsman Rd, Cleveland, OH, US, 44120	Recreation Center	6 4412 0011 8300	11599762	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	2,782
RFF/Maintenance & Storage Buildings - DomLP	1201 N. Marginal Rd, Cleveland, OH, 44114	Airport Facility	4 4409 0011 9309	18668059	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,851
Aurora Pump Station	24101 Aurora Roar, Bedford OH - 44146	Pump Station	7 1800 1101 7669	12621198	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	-
Aviation High School - Dom-HP	4001 N Marginal Rd, Cleveland, OH 44114	Airport Facility	55236	10137721	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	6,454
Baldwin Radio Antenna - DomLP2	2505 MLK Dr, Cleveland, OH, US, 44120	Radio Tower	3 4413 0012 7080	11166949	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	8
Baldwin Treatment Plant - Dom HP	11216 Fairhill Rd, Cleveland, OH, 44120	Water Distribution	56035	11092249	TRANSPORT	GTSPiP02	General Transport Service Percentage Income Protection	TRANSPORT	GTSPiP02	General Transport Service Percentage Income Protection	14,437
Broadway Pump Station - DomLP #2	1010 Broadway Ave, Bedford, OH, US, 44146	Pump Station	4 4416 0011 9225	18460363	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	412
Brookside Park - DomLP1	3900 John Nagy Blvd, Cleveland, OH, US, 44112	Park	4 5000 5534 7574	11201170	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,004
urke Lakefront Airport Main Building - DomLP	1501 Marginal Rd, Cleveland, OH, US, 44114	Airport Facility	6 4409 0011 7906	19670113	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	5,724
Camp George L. Forbes - DomLP	25440 Harvard Rd, Highland Hills, OH, 44122	Recreation Center	7 4416 0011 7748	12800328	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	2,363
Central Rec Center - DomLP	2526 Central Ave, Cleveland, OH, US, 44115	Recreation Center	4 4407 0011 9175	10184857	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	1,618
Chagrin Falls Radio Tower - Dominion	7580 Chagrin Rd, Chagrin Falls, OH, US, 44023	Radio Tower	4 5000 5052 9222	11201297	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	4
Charles V. Carr Municipal Center - Dom HP	5800 Carnegie Ave	Waste Collection & Disposal	55059	11817763	TRANSPORT	GTSPiP02	General Transport Service Percentage Income Protection	TRANSPORT	GTSPiP02	General Transport Service Percentage Income Protection	16,587
Clark Recreation Center - DomLP	5706 Clark Ave, Cleveland, OH, US, 44102	Recreation Center	4 4421 0011 8999	19473439	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	4,614
leveland Memorial Gardens Maint Bldg - DomLP	4324 Green Rd, Highland Hills, OH, 44128	Maintenance Garage	7 5000 1595 4934	13520266	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	620
Collinwood Athletic Complex - DomLP	1070 E. 152nd St, Cleveland, OH, US, 44110	Recreation Center	7 5000 2927 7800	11120025	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	810
Collinwood Recreation Center - Dom LP2	16300 Lakeshore Blvd, Cleveland, OH, US, 44110	Recreation Center	8 5000 4445 3782	11817543	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	3,833
Cudell Fine Arts Center - DomLP	10013 Detroit Ave, Cleveland, OH, 44102	Recreation Center	3 4411 0011 8591	19350353	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	387
Cudell Recreation Center - DomLP	1910 West Blvd, Cleveland, OH, US, 44102	Recreation Center	1 4411 0011 8341	13051515	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	5,561
Cudell Recreation Center (Unit R) - DomLP	10013 Detroit Ave, Cleveland, OH, 44102	Recreation Center	4 4411 0011 9218	11297151	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	251
CWD Mtr Rdg Sta - Dom LP1	1825 Lakeside Ave, Cleveland, OH, 44114	Administrative	3 4407 0011 8026	11552470	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	4,097
Deicing Fluid Warehouse - DomLP3	Cleveland, OH, US, 44135	Airport Facility	3 5000 2249 2965	13790544	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	6,261
Distribution & Maint. at Harvard - Dom HP	4600 Harvard Ave, Newburgh Heights, OH, 44105	Water Distribution	57661	10138706	TRANSPORT	GTSPiP02	General Transport Service Percentage Income Protection	TRANSPORT	GTSPiP02	General Transport Service Percentage Income Protection	22,579
Distribution & Maint. at Harvard - Dom HP	4600 Harvard Ave, Newburgh Heights, OH, 44105	Water Distribution	57525	11819097	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	7,479
Distribution & Maint. at Harvard - DomLP #2	4600 Harvard Ave, Newburgh Heights, OH, 44105	Water Distribution	0 4417 0011 8390	11598126	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	3,887
E.J. Kovacic Recreation Center - DomLP	6250 St. Clair Ave, Cleveland, OH, US, 44103	Recreation Center	9 4408 0011 8521	10184899	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	3,477
Earle B. Turner Rec Center - DomLP	11300 Miles Ave, Cleveland, OH, 44105	Recreation Center	4 5000 2267 4160	11599524	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	3,024
East Side Maintenance Facility - DomLP1	3000 Woodhill Rd, Cleveland, OH 44104	Service Station	0 1800 0618 1933	5106484	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,105

Dominion East Ohio - City of Cleveland Accounts											
<u>Account Name</u>	<u>Service Address</u>	<u>Primary Use</u>	<u>Account Number</u>	<u>Meter(s)#</u>	<u>Account Type</u>	<u>Rate Code</u>	<u>Rate Code Description</u>	<u>Intended Account Type</u>	<u>Intended Rate Code</u>	<u>Intended Rate Code Description</u>	<u>Annual Usage (MCF)</u> <u>March 2019- Feb</u> <u>2020</u>
East Side Service Station (Dom LP1)	743 E. 140th St, Cleveland, OH, 44110	Service Station	3 5000 0719 8368	13590618	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	6,547
Embassy Radio Antenna - DomLP1	3775 Park East Dr, Beachwood, OH, 44122	Radio Tower	6 4408 0013 0232	11297966	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	11
EMS Headquarters Bldg - DomLP	1701 Lakeside Ave, Cleveland, OH, US, 44114	EMS	2 5000 2566 3879	11552471	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	856
Enginehouse #7 - Dom LP1	3636 Woodland Ave, Cleveland, OH, US, 44115	Fire Station	6 4406 0011 8268	11201212	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	981
Estabrook Recreation Center - DomLP3	4125 Fulton Ave, Cleveland, OH, US, 44144	Recreation Center	4 4401 0011 9074	11895070	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	6,096
Fairfax Recreation Center - DomLP	2335 E. 82nd St, Cleveland, OH, US, 44104	Recreation Center	4 4406 0011 9147	13051850	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	5,392
Fairmount Srg Tank - Dom HP	2316 Woodhill Rd., Fairmount Pump Station, Cleveland, OH, US, 44106	Pump Station	56013	11817753	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	2,090
Fairmount Surge Tank - Dom LP #2	2316 Woodhill Rd., Fairmount Pump Station, Cleveland, OH, US, 44106	Pump Station	1 4410 0011 8632	19267099	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	235
Fifth District Police - DomLP	881 E. 152nd St, Cleveland, OH, US, 44106	Police Station	5 4402 0011 8170	11552598	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,512
Fire Alarm Office - DomLP	310 Carnegie Ave, Cleveland, OH, US, 44115	Fire Department	4 4407 0011 8702	11817773	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,819
Fire Alarm Office - DomLP	310 Carnegie Ave, Cleveland, OH, US, 44115	Fire Department	4 4407 0011 8754	12098420	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,087
Fire Headquarters/Engine # 1 - DomLP	1645 Superior Ave, Cleveland, OH, US, 44114	Fire Station	2 4407 0011 8237	10188218	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	561

Dominion East Ohio - City of Cleveland Accounts											
Account Name	Service Address	Primary Use	Account Number	Meter(s)#	Account Type	Rate Code	Rate Code Description	Intended Account Type	Intended Rate Code	Intended Rate Code Description	Annual Usage (MCF) March 2019- Feb 2020
Fire Station # 11 - DomLP	7629 Broadway Ave, Cleveland, OH, 44105	Fire Station	0 4419 0011 8505	11021141	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,104
Fire Station # 13 - DomLP	4950 Broadway Ave, Cleveland, OH, US, 44127	Fire Station	5 4420 0011 8657	12098813	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	909
Fire Station # 17 - DomLP	1918 E. 66th St, Cleveland, OH, US, 44103	Fire Station	4 4405 0011 9373	10137452	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,373
Fire Station # 20 - DomLP	3765 Pearl Rd, Cleveland, OH, US, 44109	Fire Station	4 4404 0011 9059	13790506	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,104
Fire Station #10 - DomLP	1935 E. 101st St, Cleveland, OH, US, 44106	Fire Station	4 4406 0011 9382	11285082	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,379
Fire Station #21/ Fire Boat - DomLP	1801 Carter Rd, Cleveland, OH, US, 44113	Fire Station	4 4421 0011 9348	12408093	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	790
Fire Station #22 - DomLP	7300 Superior Ave, Cleveland, OH, US, 44103	Fire Station	4 4405 0011 8897	19168033	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	804
Fire Station #23 - DomLP	9826 Madison Ave, Cleveland, OH, US, 44102	Fire Station	4 4411 0011 8873	11284828	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	835
Fire Station #24 - Dom LP	4316 Clark Ave, Cleveland, OH, US, 44109	Fire Station	1 4421 0011 8626	13970542	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	631
Fire Station #26 - DomLP	7818 Kinsman Ave, Cleveland, OH, US, 44104	Fire Station	4 4412 0011 8948	11089596	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	668
Fire Station #30 - DomLP	10225 St. Clair Ave, Cleveland, OH, US, 44108	Fire Station	6 4421 0011 8243	11285936	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,263
Fire Station #31 - DomLP	925 E. 152nd St, Cleveland, OH, 44110	Fire Station	1 4402 0011 8619	13894857	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	960
Fire Station #33 - DomLP #2	3544 W. 117th St, Cleveland, OH, US, 44111	Fire Station	4 4419 0011 9021	18741008	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	807
Fire Station #36 - DomLP	3552 E. 131 St, Cleveland, OH, 44120	Fire Station	4 1800 0176 6867	11098222	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,219
Fire Station #38 - DomLP	12631 Bellaire Rd, Cleveland, OH, US, 44135	Fire Station	6 4419 0011 7897	19251456	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	569
Fire Station #39 - DomLP	15637 Lorain Ave, Cleveland, OH, US, 44111	Fire Station	4 5000 1733 7348	13793762	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	632
Fire Station #4 - DomLP	3136 Lorain Ave, Cleveland, OH, 44113	Fire Station	4 4412 0011 8722	19473236	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,376
Fire Station #40 - DomLP	18930 St. Clair Ave, Cleveland, OH, US, 44110	Fire Station	4 4402 0011 9365	13993021	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	812
Fire Station #41 - DomLP	3090 E. 116th St, Cleveland, OH, 44120	Fire Station	4 4411 0011 8695	13894792	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,205
Fire Station #42 - CPP	4665 Pearl Rd, Cleveland, OH, 44109	Fire Station	4 4403 0011 8972	12098751	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	694
Fire Station #43 - DomLP	4525 Rocky River Dr, Cleveland, OH, 44135	Fire Station	4 4418 0011 8964	12098755	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	633
Fire Station #5 - Dom LP1	3201 Lakeside Ave, Cleveland, OH, 44114	Fire Station	3 4407 0011 8059	11066633	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,350
Fire Station #6 - DomLP	17210 Harvard Ave, Cleveland, OH, US, 44128	Fire Station	4 4414 0011 9334	11066343	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,028
Fire Training Academy - DomLP	3101 Lakeside Ave, Cleveland, OH, 44114	Fire Department	4 4407 0011 8716	11066634	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,026
First District Police - DomLP	3895 W. 130th St, Cleveland, OH, 44135	Police Station	5 4419 0011 8194	10005516	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,660
First District Radio Antenna - DomLP2	3895 W. 130th St, Cleveland, OH, 44135	Radio Tower	2 4419 0011 8070	11185372	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	10
Fourth District Police - DomLP	9333 Kinsman Ave, Cleveland, OH, 44104	Police Station	3 4413 0011 8214	10844253	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	2,035
Garage/Supply Unit - Dom LP1	2200 W. 3rd St, Cleveland, OH, US, 44113	Maintenance Garage	4 4401 0011 9125	13990622	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	365
Garret A. Morgan Treatment - Dom LP 1	1245 W. 45th St, Cleveland, OH, US, 44102	Water Distribution	7 5000 2339 1038	13991000	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	2,289
Garrett Morgan Water Plant - Dom LP	1245 W. 45th St, Cleveland, OH, US, 44102	Water Distribution	7 5000 1363 6780	11817762	TRANSPORT	GTSNOPIP02	General Transport Service	TRANSPORT	GTSNOPIP02	General Transport Service	26,254
Glenville Recreation Center - Dom HP	680 E. 113th St, Cleveland, OH, US, 44108	Recreation Center	56018	10844420	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	5,067
Glenville Yard - Dom LP #3	10801 Leuer Ave, Cleveland, OH, US, 44108	Waste Collection & Disposal	4 4421 0011 9259	17023708	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	4,849
Gunning Park & Rec Center - DomLP	16750 Puritas Ave, Cleveland, OH, 44135	Recreation Center	0 4418 0011 8380	13050392	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	10,402
Halloran Park Recreation Center - Dom LP	3550 W. 117th St, Cleveland, OH, US, 44111	Recreation Center	4 4419 0011 9036	11266735	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	608
Harvard Yard - DomLP3/Hess	4150 E. 49th St, Cleveland, OH, US, 44105	Maintenance Garage	4 5000 4644 2947	1181719 10844543 10844570 10844663 10004331 12800624	TRANSPORT	GTSNOPIP02	General Transport Service	TRANSPORT	GTSNOPIP02	General Transport Service	28,152

Dominion East Ohio - City of Cleveland Accounts											
Account Name	Service Address	Primary Use	Account Number	Meter(s)#	Account Type	Rate Code	Rate Code Description	Intended Account Type	Intended Rate Code	Intended Rate Code Description	Annual Usage (MCF) March 2019- Feb 2020
Henninger Sub-Station - Dom LP1	3310 Henninger Rd, Cleveland, OH, 44109	Service Station	0 4404 0011 8660	19426432	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	32
Highland Park Cemetery Maintenance - Dom LP	21400 Chagrin Blvd., Beachwood, OH, US, 44122	Maintenance Garage	3 4409 0011 7835	18360236	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	801
Highland Park Cemetery Office - Dom LP1/Hess	21400 Chagrin Blvd. (highland cem)	Cemetery	1 1800 0287 2388	11098496	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	71
Hopkins - Natural Gas	Cleveland, OH, US, 44135	Airport Facility	9 5000 3392 9932	14873769	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	279
Hopkins (19451 Five Points Rd) - DomLP #2	Cleveland, OH, US, 44135	Airport Facility	4 4417 0011 9094	12098838	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,043
Hopkins (19501 Five Points Rd) - DomLP #2	Cleveland, OH, US, 44135	Airport Facility	4 4417 0011 9107	11285753	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	754
Hopkins (19850 Five Points Rd) - Dom LP2	Cleveland, OH, US, 44135	Airport Facility	4 5000 4926 0369	12098806	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,464
Hopkins (19850 Five Points Rd) - LP1	Cleveland, OH, US, 44135	Airport Facility	4 5000 4867 9264	12090968	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	2,276
Hopkins (5300 Riverside Dr) Garage - Dom LP 1	Cleveland, OH, US, 44135	Airport Facility	2 5000 6054 3916	11005067	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	3,453
Hopkins (5555 Hanger Rd) - Dom HP	5555 W. Hanger Rd	Airport Facility	55296	13790608	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	17,882
Hopkins (Berea+Brookpark RD) - DomHP	Cleveland, OH, US, 44135	Airport Facility	36030	13991079 13991081 13990996 10137724 10137462 13991076	TRANSPORT	GTSP02	General Transport Service Percentage Income Protection	TRANSPORT	GTSP02	General Transport Service Percentage Income Protection	30,843
Hopkins (Terminal Bldg- Amer Airlines) - DomLP	Cleveland, OH, US, 44135	Airport Facility	5 4417 0003 3681	11048160	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	232
Hopkins (Terminal Building) - DomLP #2	Cleveland, OH, US, 44135	Airport Facility	3 4417 0011 8584	12098774	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	2,999
Hopkins (Terminal Building) - DomLP #2	Cleveland, OH, US, 44135	Airport Facility	4 5000 0617 1482	10181195	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	1,005
Hopkins Fire Fighting Facility - DomLP3	Cleveland, OH, US, 44135	Airport Facility	9 5000 1713 4187	10137454	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	2,716
Hopkins Unit I-2-3 - Dom LP 1	Cleveland, OH, US, 44135	Airport Facility	8 4417 0011 8017	11092384 13050436 13050710	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	5,618
Hopkins/S. Concourse/B.Freeway - DomLP #1	Cleveland, OH, US, 44135	Airport Facility	9 5000 4254 7359	11066714	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	1,165
Hopkins/S. Concourse/B.Freeway - Dom HP	South Concourse Berea Fwy	Airport Facility	56009	10138031	TRANSPORT	GTSP02	General Transport Service Percentage Income Protection	CHOICE	FVECTSLV	Large Volume Energy Choice	12,705
Hough Multi Service Building - Dom LP	8555 Hough Ave, Cleveland, OH, 44106	Service Building	3 4405 0011 8539	19473405	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,391
Human Resources (1060 Lakeside) - DomLP1	1060 Lakeside Ave, Cleveland, OH, US, 44114	Administrative	4 4407 0011 9230	19365031	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	776
Humphrey Park - DomLP 1	207 E. 161st St, Cleveland, OH, US, 44110	Park	3 4401 0028 5519	13809506	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,315
Hunting Valley Radio - Dominion	38251 Fairmount Blvd - Gen, Chagrin Falls, OH, US, 44022	Radio Tower	4 5000 5052 9400	11298427	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	14
Incinerator - DomLP3	2200 W. 3rd St, Cleveland, OH, US, 44113	Pump Station	9 5000 6597 5314	11181611	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	19
J. Glen Smith Health Center - Dom LP	11100 St. Clair Ave, Cleveland, OH, 44108	Health Center	6 4420 0011 8253	11552510	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,478
John F. Kennedy Recreation Center - Dom LP2	17300 Harvard Ave, Cleveland, OH, 44128	Recreation Center	0 4414 0011 8363	13051358	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	4,644
Johnston Parkway Maintenance Garage - DomLP	4701 Johnston Parkway, Cleveland, OH, 44128	Maintenance Garage	6 4418 0011 8289	11297902	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,806
Joseph L. Stamps Building - DomLP3	4150 S. Marginal Rd, Cleveland, OH, US, 44114	Streets/Snow Removal	1 4409 0011 8644	13051652	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	3,460
Justice Center/Police Headquarters - DomLP	1300 Ontario St, Cleveland, OH, US, 44113	Police Station	6 4408 0011 8290	19473468	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	0
Justice Center/Police Headquarters - DomLP3	1300 Ontario St, Cleveland, OH, US, 44113	Police Station	4 4408 0011 9004	13050175	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	121
Ken L. Johnson Recreation Center - DomBB 2	9206 Woodland Ave	Recreation Center	6 4410 0011 7933	11599452	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	-
Kennel - Garage (New)	9203 Detroit - Gar	Kennel	8 1800 1187 1054	11928683	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	94
Kennel (New) - Dom LP1/Hess	9203 Detroit - Kennel	Kennel	8 1800 0987 3836	11181138	TRANSPORT	GTSNOPIP02	General Transport Service	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,256
Kennel (Old) - Dom LP1	2690 W. 7th St, Cleveland, OH, 44113	Kennel	0 4401 0011 8474	11201072	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,043
Kenneth L. Johnson Recreation Center - DomBB	9206 Woodland Ave, Cleveland, OH, 44104	Recreation Center	6 4410 0011 7947	11817622	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	3,277

Dominion East Ohio - City of Cleveland Accounts											
Account Name	Service Address	Primary Use	Account Number	Meter(s)#	Account Type	Rate Code	Rate Code Description	Intended Account Type	Intended Rate Code	Intended Rate Code Description	Annual Usage (MCF) March 2019- Feb 2020
Kirtland Park - DomLP 1	1140 E. 49th St, Cleveland, OH, US, 44114	Park	4 4409 0011 9277	13795617	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	674
League Park - Dom LP1	E. 66th St & Lexington Ave, Cleveland, OH, US, 44103	Park	7 5000 6546 5856	11617851	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	305
Lonnie Burten Recreation Center - DomLP1	2511 E. 46th St, Cleveland, OH, US, 44104	Recreation Center	6 4406 0011 7866	10138688 19169061	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	4,118
Lorain Station - Dom LP3	14550 Lorain Rd, Cleveland, OH, 44111	Streets/Snow Removal	5 5000 1735 9150	11598101	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	3,277
McCafferty Health Center - DomLP #2	4242 Lorain Ave, Cleveland, OH, 44113	Health Center	3 4412 0011 8577	11599385	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	1,689
Michael J. Zone Recreation Center - DomLP	6301 Lorain Ave, Cleveland, OH, 44102	Recreation Center	0 4420 0011 8481	12801394	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	5,234
Mounted Police Unit - DomLP	1150 E. 38th St, Cleveland, OH, US, 44114	Police Station	4 4407 0011 9283	11238778	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	714
New Third District Police Station - DomLP1	4501 Chester Ave, Cleveland, OH, US, 44103	Police Station	0 5000 6094 8589	11895074	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	3,008
North Marginal Building - DomHP	5251 N. Marginal Rd, Cleveland, OH, 44114	Cleveland Public Power	56019	10188195	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,868
Nottingham Distribution and Maint - Dom HP	1300 Chardon	Water Distribution	59416	13690702	TRANSPORT	GTSP02	General Transport Service Percentage Income Protection	TRANSPORT	GTSP02	General Transport Service Percentage Income Protection	23,658
Nottingham Radio Antenna - DomLP1	1320 Chardon Rd, Cleveland, OH, 44117	Radio Tower	3 4404 0012 7077	11119353	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	7
PC-Admin (5300 Riverside Dr) - DomLP #2	Cleveland, OH, US, 44135	Airport Facility	0 4417 0012 7438	19875427	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	8,751
PC-Admin (5300 Riverside Dr) - DomLP2	Cleveland, OH, US, 44135	Airport Facility	4 5000 0383 6642	19592757	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,165
PD District Garage/4300 Bradley Rd - Dom LP3	4300 Bradley Rd, Cleveland, OH, 44109	Maintenance Garage	1 5000 1740 6260	11082085	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	989
PD Station # 2 - Dom LP	3481 Fulton Rd, Cleveland, OH, 44109	Police Station	4 4401 0011 9017	10184493	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	2,558
Police Outdoor Shooting Range - DomLP	3700 W. 58th St, Cleveland, OH, 44102	Shooting Range	3 4421 0011 9403	11166848	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	777
Printing & Reproduction Building - Dom LP1	1735 Lakeside Ave, Cleveland, OH, 44114	Administrative	0 4407 0011 7957	11285088	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	362
Probation Office - Dom LP2	1449 W. 117 St, Cleveland, OH, 44107	Administrative	4 5000 0843 6744	13899850	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	257
Public Auditorium (Convention Center) - Dom-L	500 Lakeside Ave, Cleveland, OH, 44114	Convention Center	6 4408 0011 7870	11260858	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	643
Public Auditorium (Convention Center) - Dom-L	500 Lakeside Ave, Cleveland, OH, 44114	Convention Center	6 4408 0011 7884	11260723	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	-
Ridge Road Transfer Station - DomHP	3725 Ridge Rd, Cleveland, OH, US, 44144	Waste Collection & Disposal	56000	12090797	TRANSPORT	GTSP02	General Transport Service Percentage Income Protection	TRANSPORT	GTSP02	General Transport Service Percentage Income Protection	15,206
Rockefeller Park Greenhouse - DomLP	750 E. 88th St, Cleveland, OH, US, 44108	Recreation Center	4 4421 0011 8928	10181125	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	8,458
S. Marginal Building (Dom LP1)	4901 S. Marginal Rd, Cleveland, OH, 44114	Pump Station	4 4409 0011 8984	11819729	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	2,745
Seville Street Service - DomLP	16007 Seville Rd, Cleveland, OH, US, 44128	Streets/Snow Removal	2 4403 0013 0223	12090742	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,671
Shaaf Radio Antenna - DomLP1	721 W. Shaaf Rd, Cleveland, OH, 44109	Radio Tower	7 4400 0013 4734	11185369	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	6
Shop of Repair and Security - DomHP	2301 E. 65th St, Cleveland, OH, US, 44104	Streets/Snow Removal	50152	13591046	TRANSPORT	GTSP02	General Transport Service Percentage Income Protection	CHOICE	FVECTSLV	Large Volume Energy Choice	12,146
Spring Hill Pump Station - DomLP1	4444 W. 11 St, Cleveland, OH, 44109	Water Pump Station	2 4404 0011 8144	19223759	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	13
Stella Walsh Recreation Center - DomLP3	7345 Broadway Ave, Cleveland, OH, US, 44105	Recreation Center	6 5000 1804 8973	11819686	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	1,550
Sterling Recreation Center - DomLP	1380 E. 32nd St, Cleveland, OH, US, 44114	Recreation Center	3 4407 0011 8030	10844409	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	4,169
Thurgood Marshall Recreation Center - DomLP	8611 Hough Ave, Cleveland, OH, 44106	Recreation Center	4 4405 0011 8859	11599270	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	4,862
Tom L. Johnson Building (Dom LP1)	1300 Lakeside Ave, Cleveland, OH, 44114	Administrative	3 4407 0013 4575	11552102	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	6,218
Tremont Health Center - Dom LP1	2358 Professor Ave, Cleveland, OH, 44113	Health Center	3 4404 0011 8553	19132186	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	120
Tremont Health Center (Upper) - Dom LP1	2358 Professor Ave, Cleveland, OH, 44113	Health Center	3 4404 0011 8568	11089816	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	62
Urban Forestry Main Office - DomLP/Hess	750 E. 88th St, Cleveland, OH, US, 44108	Park	4 4421 0011 8913	11119358	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,328
Urban Forestry SAW - DomLP	750 E. 88th St, Cleveland, OH, US, 44108	Park	4 4421 0011 8909	13801727	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,203
Walton Hills Radio Antenna - Dominion	6800 Dunham Rd, Walton Hills, OH, 44146	Radio Tower	4 5000 5052 9537	10484452	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1

Dominion East Ohio - City of Cleveland Accounts											
<u>Account Name</u>	<u>Service Address</u>	<u>Primary Use</u>	<u>Account Number</u>	<u>Meter(s)#</u>	<u>Account Type</u>	<u>Rate Code</u>	<u>Rate Code Description</u>	<u>Intended Account Type</u>	<u>Intended Rate Code</u>	<u>Intended Rate Code Description</u>	<u>Annual Usage (MCF)</u> <u>March 2019- Feb</u> <u>2020</u>
Waste Collection (55th/Carnegie) - DomHP	5701 Carnegie Ave	Waste Collection & Disposal	55275	11817713	TRANSPORT	GTSP02	General Transport Service Percentage Income Protection	TRANSPORT	GTSP02	General Transport Service Percentage Income Protection	12,837
West Park Cemetery - Dom LP1	3942 Ridge Rd, Cleveland, OH, US, 44144	Cemetery	0 4402 0011 8407	19812651	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	68
West Park Cemetery Maintenance - Dom LP	3858 Ridge Rd, Cleveland, OH, US, 44144	Cemetery	4 4402 0011 9064	19592786	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	293
West Park Distribution and Maintenance - DomLP	4514 W. 130th St, Cleveland, OH, US, 44111	Water Distribution	4 4419 0011 8954	11066078	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,708
West Side Market - DomLP	1979 W. 25th St, Cleveland, OH, US, 44113	West Side Market	4 4420 0011 9081	19997956	CHOICE	FVECTSLV	Large Volume Energy Choice	CHOICE	FVECTSLV	Large Volume Energy Choice	5,096
West Side Market (Apt - A) - DomLP	1979 W. 25th St, Cleveland, OH, US, 44113	West Side Market	6 4420 0011 7847	11284914	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	848
West Side Serv Sta /Collinwood Turbine - DomLP	E. 140th St & Aspinwall Ave, Cleveland, OH, US, 44110	Service Station	56015	16754601 16854352 16854351 11596034	TRANSPORT	GTSP02	General Transport Service Percentage Income Protection	CHOICE	FVECTSLV	Large Volume Energy Choice	6,469
West Side Service Station - DomLP3	2490 W. 41st St, Cleveland, OH, US, 44113	Service Station	4 4420 0011 9166	13051603	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	11
West Side Service Station (Dom LP 2)	2490 W. 41st St, Cleveland, OH, US, 44113	Service Station	4 4420 0011 9151	11599239	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	1,087
Workforce Development Office	2191 E 19th Str	Administrative	3 1800 0995 5299	11817509	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	2,243
Zelma Watson G. Recreation Center - DomLP	3155 Martin Luther King Jr Dr, Cleveland, OH, US, 44104	Recreation Center	6 4413 0011 7922	19682032	CHOICE	FVECTS-NR	Non-Residential Energy Choice	CHOICE	FVECTS-NR	Non-Residential Energy Choice	2,109
										<b>Total Consumption (MCF)</b>	<b>530,500</b>

**SUPPLEMENTAL  
NOTICE TO BIDDERS**

**NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE**

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

**CHECK WHICHEVER IS APPLICABLE:**

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

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

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

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

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

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

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

**SUPPLEMENTAL  
NOTICE TO BIDDERS**

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES  
DISCLOSURE

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

## 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**

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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.