BID ADVERTISEMENT FOR THE WEEKS OF

October 14, 2020 & October 21, 2020

BID OPENS - WEDNESDAY, NOVEMBER 4, 2020

FILE NO. 90-20 Purchase of Various Packer Body Parts and Labor
FOR THE DIVISION OF MOTOR VEHICLE MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS, AS AUTHORIZED BY ORDINANCE 1330-10, SECTION 131.64, PASSED BY COUNCIL DECEMBER 15, 2010.

There will be a *NON-MANDATORY* Pre-Bid Meeting, Thursday, October 22, 2020 at 9:30 a.m. Via WebEx, to call into the meeting dial 1-415-655-0003, Access Code 160 604 5312.

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).

CITY OF CLEVELAND, OHIO

DEPARTMENT OF FINANCE

DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

INVITATION TO BID AND FORMAL BID PACKAGE

TABLE OF CONTENTS

ITEMS	***SEQUENCE ORDER NUMBER***
Authorizing Ordinance	1
Bidder's Checklist	2
Instructions to Bidders (Part A)	3
W-9 Form	4
Vendor Information Form	5
Bidder's Affidavit	6
Bid Bond	7
Bid Form	8
Bid Schedule of Items (Price Sheets)	9
General Conditions (Part B)	10
Specifications/Description of Products and/or Secvices (Supplemental Sections C, D, etc.)	11
Nothern Ireland Form	12
Prevailing Wage, Davis Beacon or Living Wage (If applicable)	13
Fannie M. Lewis, Chapter 188 (If applicable)	14
Office of Equal Opportunitay Notice to Bidders, Chapter 187	15
Office of Equal Opportunity Clause	16
OEO Participation Form	17
OEO Schedules Checklist	18
OEO Schedules 1- 4	19
Subcontracting Participation or Waiver Form	20
OEO Submission Schedule	21

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

Section 651.03, as amended by Ordinance No. 1640-73, passed August 10, 1973,

Section 659.05, as enacted by Ordinance No. 737-02, passed April 22, 2002,

Section 665.02, as amended by Ordinance No. 1260-08, passed November 30, 2009,

Section 665.05, as amended by Ordinance No. 2317-04, passed December 13, 2004,

Section 665.051, as amended by Ordinance No. 1081-01, passed June 19,2001,

Section 665.07, as amended by Ordinance No. 295-08, passed April 7, 2008,

Section 665.08, as amended by Ordinance No. 162-A-2000, passed December 4, 2000, and

Section 665.10, as amended by Ordinance No. 295-08, passed April 7, 2008,

are repealed.

Section 11. That concurrence of the Board of Control shall be evidenced by a certified copy of the resolution of the Board of Control duly filed with the Clerk of Council by the Secretary of the Board of Control immediately on the adoption of the concurring resolution, which resolution shall be attached by the Clerk of Council to this ordinance.

Section 12. That any references contained in the Codified Ordinances of Cleveland, Ohio, 1976, to the Director of Consumer Affairs or Fair Housing Administrator shall be amended to read "Manager of Fair Housing and Consumer Affairs", any references to the Department of Consumer Affairs shall be amended to read "Office of Fair Housing and Consumer Affairs", any references to the Division of Real Estate shall be amended to read "Division of Neighborhood Development", and any references to the Commissioner of Real Estate shall be amended to read "Division of Neighborhood Development".

Section 13. That the Clerk of Council is authorized when publishing the Codified Ordinances of Cleveland, Ohio, 1976, and amendments thereto, to change all references to the Director of Consumer Affairs to read "Manager of Fair Housing and Consumer Affairs", Department of Consumer Affairs to read "Office of Fair Housing and Consumer Affairs", Division of Real Estate to read "Division of Neighborhood Development", the Commissioner of Real Estate to read "Commissioner of Neighborhood Development" consistent with this ordinance.

Section 14. 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 December 6, 2010.

Effective December 6, 2010.

Ord. No. 1330-A-10. (As a substitute for Ordinance No. 1330-10).

By Mayor Jackson.

An emergency ordinance to discontinue the Departments of Public Service and Parks, Recreation and Properties and the Divisions of Architecture, Research, Planning and Development, and Engineering and Construction by repealing various sections of Chapters 131 and 133, as amended and enacted by various ordinances; to repeal the remaining sections of Chapters 131 and 133, as amended and enacted by various ordinances; to create the Department of Public Works, and to supplement the codified ordinances by enacting new Sections 131.01 to 131.88.

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, upon the concurrence of the Board of Control, as required by Sections 77 and 79, the Departments of Public Service and Parks, Recreation and Properties, and the Divisions of Architecture, Engineering and Construction, and Research, Planning and Development are discontinued and the following sections of the Codified Ordinances of Cleveland, Ohio, 1976:

Section 131.01, as enacted by Ordinance No. 63410-A, passed September 22, 1924,

Section 131.02, as amended by Ordinance No. 617-97, passed June 9, 1997,

Section 131.05, as enacted by Ordinance No. 97148, passed March 21, 1932,

Section 131.06, as amended by Ordinance No. 2111-A-69, passed March 9, 1970,

Sections 131.07 and 131.08, as enacted by Ordinance No. 1017890-A, passed October 1, 1934,

Section 131.11, as enacted by Ordinance No. 63410-A, passed September 22, 1924,

Section 131.12, as amended by Ordinance No. 802-69, passed may 19, 1969,

Section 131.13, as amended by Ordinance No. 90-43, passed April 19, 1943,

Sections 131.14 and 131.15, as amended by Ordinance No. 802-69, passed May 19, 1969,

Sections 131.151 and 131.152, as amended by Ordinance No. 1806-2000, passed March 19, 2001,

Sections 133.01, as amended by Ordinance No. 1662-91, passed April 6, 1992,

Section 133.02, as amended by Ordinance No. 2225-93, passed November8, 1993,

Section 133.021, as amended by Ordinance No. 1662-91, passed April 6, 1992,

Sections 133.06, 133.07, and 133.08, as amended by Ordinance No. 1662-91, passed April 6, 1992,

Section 133.09, as amended by Ordinance No. 1500-03, passed October 6, 2003,

Section 133.10, as amended by Ordinance No. 2044-92, passed December 7, 1992,

Section 133.11, as amended by Ordinance No. 1500-03, passed October 6, 2003,

Section 133.12, as amended by Ordinance No. 1662-91, passed April 6, 1992,

Section 133.13, as amended by Ordinance No. 2512-93, passed June 6, 1994,

Section 133.20, as amended by Ordinance No. 1662-91, passed April 6, 1992,

Section 133.21, as amended by Ordinance No. 2512-93, passed June 6, 1994, and

Sections 133.22 and 133.23, as amended by Ordinance No. 1662-91, passed April 6, 1992,

are repealed.

Section 2. That the following sections of the Codified Ordinances of Cleveland, Ohio, 1976:

Section 131.021, as enacted by Ordinance No. 313-92, passed December 7, 1992,

Section 131.03, as amended by Ordinance No. 2279-95, passed June 12, 2000,

Section 131.04, as enacted by Ordinance No. 425-43, passed April 30, 1945,

Section 131.061, as enacted by Ordinance No. 7-16, passed March 20, 2006,

Section 131.09, as enacted by Ordinance No. 1017890-A, passed October 1, 1934,

Section 131.10, as enacted by Ordinance No. 153-39, passed March 13, 1939,

Section 131.16, as amended by Ordinance No. 891-86, passed May 23, 1986,

Sections 131.17, 131.18, and 131.19, as enacted by Ordinance No. 686-07, passed June 11, 2007,

Section 131.99, as enacted by Ordinance No. 107152, passed February 14, 1938,

Section 133.03, as amended by Ordinance No. 1662-91, passed April 6, 1992,

Section 133.031, as amended by Ordinance No. 774-A-94, passed May 2, 1994,

Section 133.04, as amended by Ordinance No. 768-2000, passed June 12, 2000,

Sections 133.14 and 133.15, as amended by Ordinance No. 1662-91, passed April 6, 1992,

Section 133.16, as amended by Ordinance No. 1027-2000, passed June 5, 2000,

Section 133.17, as amended by Ordinance No. 1662-91, passed April 6, 1992,

Section 131.43 Reserved

Section 131.44 Reserved

Section 131.45 Reserved

Section 131.48 Street Cleaning

The Director of Public Works shall initiate a program to provide for the cleaning of streets in the City once each thirty days between March 1 and October 31 of each year. In cooperation with the Director of Public Safety, the Director of Public Works, notwithstanding any other provision in these Codified Ordinances, shall cause to be erected temporary signs notifying the operators of vehicles twelve hours in advance that parking on the streets upon which the same are erected shall be prohibited during the necessary time required for the cleaning of such streets.

Section 131.49 Reserved

Section 131.50 Reserved

Section 131.51 Reserved

Section 131.54 Reserved

Section 131.55 Reserved

Section 131.56 Reserved

Section 131.59 Reserved

Section 131.60 Reserved

Section 131.61 Reserved

Section 131.64 Shop Supplies and Equipment, Vehicle Maintenance Materials, Equipment, Services, and Supplies

(a) The Director of Public Works is authorized to enter into one or more standard purchase or requirement contracts duly let to the lowest and best bidder after competitive bidding for vehicle maintenance materials, equipment, services, and supplies that the Director of Public Works considers necessary to the operation of the Division of Motor Vehicle Maintenance, including but not limited to: shop supplies and shop equipment, vehicle parts and equipment, lubricants, fluids, tires, tubes, tire recapping, vehicle and equipment batteries, remanufactured power trains or sections, generators, generator parts, and labor, materials, and installation, if necessary, to repair or maintain existing equipment. Any purchase made under this section shall be made by the Commissioner of Purchases and Supplies and paid from the annual appropriations made for this purpose.

(b) That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Public Works 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 131.65 Fuel, Fuel Dispensing Equipment, and Storage Tank Removal

(a) The Director of Public Works is authorized to enter into one or more standard purchase or requirement contracts duly let to the lowest and best bidder after competitive bidding for fuel and fuel dispensing and storage equipment that the Director of Public Works considers necessary to the operation of the Division of Motor Vehicle Maintenance, including but not limited to: fuel, fuel dispensing equipment, fuel dispensing pumps and systems necessary for fuel operations, fuel tankers, hydraulic lifts, oil and grease dispensing equipment, stationary air compressors, and for emergency clean-up and replacement of leaking underground and above-ground storage tanks and systems, and labor, materials, and installation, if necessary, to repair or maintain existing equipment. Any purchase made under this section shall be made by the Commissioner of Purchases and Supplies and paid from the annual appropriations made for this purpose.

(b) That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Public Works 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 131.66 Software and Hardware, including Upgrades, Technical Support, and Maintenance, and Repair Agreements for the Fleet Management Information System and the Automated Fuel Dispensing System

(a) The Director of Public Works is authorized to enter into one or more standard purchase or requirement contracts duly let to the lowest and best bidder after competitive bidding for software, hardware, upgrades, technical support, maintenance, and repair for the Fleet Management Information System and the Automated Fuel Dispensing System that the Director of Public Works considers necessary to the operation of the Division of Motor Vehicle Maintenance.

(b) The Director of Public Works is authorized to acquire by contract or contracts with one or more software developers or vendors or one or more firms of software developers or vendors, the software licenses, upgrades, technical support, and maintenance necessary for the Fleet Management Information System and the Automated Fuel Dispensing System.

The selection of the computer software developers or vendors shall be made by the Board of Control on the nomination of the Director of Public Works from a list of qualified persons or firms available for employment as may be determined after a full and complete canvass by the Director of Public Works for the purpose of compiling a list. The compensation to be paid for the licenses shall be fixed by the Board of Control. Each contract shall be prepared by the Director of Law, certified by the Director of Finance, approved by the Director of Public Works.

(c) The Director of Public Works is authorized to execute, in connection with a purchase of computer hardware under this section, one or more license agreements for software required for use of that hardware, directly with a firm or firms other than the hardware vendor.

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

(e) That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Public Works 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 131.67 Reserved

Section 131.68 Reserved

Section 131.69 Reserved

Section 131.72 Reserved

Section 131.73 Reserved

Section 131.74 Reserved

Section 131.77 Municipal Lakefront Lot: Special Event Rate

On the event that a special event is held within the Central Business District, as that term is defined in Section 325.12 of these Codified Ordinances, and the sponsors of said event have made arrangements with the Regional Transit Authority ("RTA") or its successors wherein RTA will provide transit service free of charge from the Municipal Lakefront Lot to the vicinity of said event, the Commissioner of Parking Facilities is authorized to charge one dollar ($1.00) per day at the Municipal Lakefront Lot throughout the duration of said event.

Section 131.78 Parking Fees

(a) The Commissioner of Parking Facilities shall cause to be collected fees and charges, which include tax, at the following parking facilities under the following schedule:

(1)	*Willard Park Garage:*	
	A. First hour or portion thereof	$2.25
	B. Each additional half hour or portion	$1.25
	C. Daily maximum rate from 6 a.m. to 11:00 p.m.	up to $10.00
	D. Additional overnight charge from 11:00 p.m. to 6 a.m.	up to $10.00
	E. General monthly rate	up to $125.00
	F.1. Special monthly rate for City employees	$55.00
	F.2. Special monthly rate for federal, state and county employees	$110.00
	G. Special events (flat rate—pay enter)	up to $20.00
	H. Charge for lost or stolen key card	$50.00
	I. Late payment charge	$5.00
	J. Early Bird Rate (time to be determined by the Director of Public Works)	up to $8.00
(2)	*Canal Basin Lot:*	
	A. Daily rate from 6 a.m. to 6:00 p.m. (flat rate—pay enter)	up to $2.00
	B. General monthly rate (weekdays between 6 a.m. and 6 p.m.)	up to $40.00
	C. Special events, weekdays between 6:00 p.m. and 6 a.m., weekends and holidays (flat rate—pay enter)	up to $10.00
	D. Late payment charge	$5.00
	E. Charge for lost or stolen key card	$50.00
(4)	*North Coast Municipal Parking Lot:*	
	A. Daily rate (flat rate—pay enter)	up to $3.50
	B. City of Cleveland employees	no charge
	C. General monthly rate—non-City of Cleveland employees	up to $45.00
	D. Special events (flat rate—pay enter)	up to $20.00
	E. Charge for lost or stolen key card	$50.00
	F. Late payment fee	$5.00

(b) Wherever the schedule contained in division (a) of this section specifies a maximum fee, the fee to be charged shall be fixed by the Commissioner of Parking Facilities with the consent of the Director of Public Works up to the maximum specified.

(c) Monthly rate customer parking privileges at Willard Park Garage, Canal Basin Lot, and North Coast Municipal Parking Lot do not include entry to these garages and lots for special events held on weekends, holidays or after 6 p.m. on weekdays.

(d) Fees collected from the Willard Park Garage, Canal Basin Lot, and North Coast Municipal Parking Lot shall be credited to the Division of Parking Facilities Enterprise Fund for general operations.

(e) The Commissioner of Parking Facilities shall fix and collect the fees and charges as the Commissioner shall determine at parking facilities not identified in division (a) of this section but under the Commissioner's control until the Council and the Board of Control fix fee schedules for the parking facilities.

Side of Street	Street Name	Street Segment
West	West 9th	Main Avenue to St. Clair
East	West 9th	Lakeside to St. Clair
West	West 6th	Lakeside to Superior
East	West 6th	Lakeside to Superior
West	West 3rd	Lakeside to Superior
East	West 3rd	Lakeside to Superior
East	East 6th	St. Clair to Superior
West	East 12th	St. Clair to Rockwell
East	East 12th	Lakeside to Rockwell
North	St. Clair	West 9th to West Mall Dr
South	St. Clair	West 9th to Ontario
South	St. Clair	East 6th to East 9th
North	St. Clair	East 13th to East 18th
South	St. Clair	East 13th to East 18th
North	Superior	East 13th to East 18th
South	Superior	East 13th to East 18th
South	Huron	East 6th (alley) to East 9th

(a) Any fencing or landscaping placed within the public right-of-way as aforesaid, shall be constructed under plans and specifications approved by both the Manager of Engineering and Construction and the City Planning Commission, each to the extent of its respective jurisdiction under other sections of the Codified Ordinances.

(b) Each permit authorized by this section shall be prepared by the Director of Law, shall require the permittee to pay any taxes, assessments or other costs resulting from the construction, maintenance, and use authorized by the permit, and shall be issued only when, in the opinion of the Director of Law, the City of Cleveland has been properly indemnified against any loss, including taxes, assessments, and other costs, resulting from the encroachment permitted.

(c) A permit authorized by this section shall be issued only in accordance with the provisions of division (c) of Section 457.07 regarding actions necessary to avoid a loss of existing parking spaces.

Section 5. That concurrence of the Board of Control shall be evidenced by a certified copy of the resolution of the Board of Control duly filed with the Clerk of Council by the Secretary of the Board of Control immediately on the adoption of the concurring resolution, which resolution shall be attached by the Clerk of Council to this ordinance.

Section 6. The Director of Public Works is authorized to enter into contracts or perform any acts under an ordinance passed by this council that gives such authority to the Director of Public Service or the Director of Parks, Recreation and Properties.

Section 7. That any references contained in the Codified Ordinances of Cleveland, Ohio, 1976, to the Department of Public Service or the Department of Parks, Recreation and Properties shall be amended to read "Department of Public Works" and that any references to the Cleveland Convention Center or Convention Center shall be amended to read "Public Auditorium Building" consistent with this ordinance.

Section 8. That the Clerk of Council is authorized when publishing the Codified Ordinances of Cleveland, Ohio, 1976, and amendments thereto, to change all references to the Department of Public Service or the Department of Parks, Recreation and Properties to read "Department of Public Works" and any references to the Cleveland Convention Center or Convention Center shall be amended to read "Public Auditorium Building" consistent with this ordinance.

Section 9. 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 December 6, 2010.

Effective December 6, 2010.

Ord. No. 1331-10.

By Mayor Jackson.

An emergency ordinance to amend Sections, 2, 5, and 40 of Ordinance No. 947-08, passed June 9, 2008, as amended, relating to compensation for various classifications.

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 Sections 2 and 5 of Ordinance No. 947-08, passed June 9, 2008, and Section 40 of Ordinance No. 947-08, passed June 9, 2008, as amended by Ordinance No. 1156-09, passed August 5, 2009, are amended to read as follows:

Section 2. Secretary to the Mayor, Directors of Departments, Planning Director, Executive Director Community Relations Board, Executive Assistants to the Mayor.

(a) That the salary of the Secretary to the Mayor shall be fixed by the Mayor at not less than $50,795.78 and not more than $178,000.00 per annum.

(b) That the salary of the Directors of Law, Finance, Public Utilities, Economic Development, Public Safety, Public Works, Public Health, Personnel and Human Resources, Community Development, Building and Housing, Aging, the Planning Director, the Executive Director of the Community Relations Board, and Executive Assistants to the Mayor shall be fixed by the Mayor at not less than $50,795.81 and not more than $171,581.77 per annum.

(c) That the salary of the Director of Port Control shall be fixed by the Mayor at not less than $100,000.00 and not more than $222,895.30 per annum.

Section 5. Special Assistants to the Mayor, Secretaries to Directors of Departments, Secretary of the Civil Service Commission, Secretary to Director of Department of Port Control, and Assistant Directors

That the salary of the Special Assistants to the Mayor, Secretaries to Directors of Departments, Secretary of the Civil Service Commission, Secretary to Director of Department of Port Control, and Assistant Directors shall be fixed by the Mayor under the following schedule:

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. <u>This affidavit must be on the form which is hereto attached.</u>

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 <u>ONLY</u> 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 **<u>GENERAL CONDITIONS,</u>** 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 ($50,000).

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

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

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

c. Maximum Cumulative Amount of All Bid Discounts:

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

d. Comparison Bid to Determine Lowest and Best Bidder:

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

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

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

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

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

Good faith participation shall include:

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

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

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

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

A-19 SUBCONTRACTING:

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

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

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

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(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)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

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*.

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-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-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[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] 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*. 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* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or 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[1]
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[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing 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

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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.

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

Visit *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_____

Busines 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 _____ } SS
COUNTY OF_____ }

AFFIDAVIT

_____being first duly sworn deposes and says:

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

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

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

Individual only: Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract _____
_____
_____
Affiant further says that he/she is represented by the following attorneys: _____
and is also represented by the following resident agents in the City of Cleveland: _____
_____.

Partnership only: Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership:
_____
_____
_____
Affiant further says that said partnership is represented by the following attorneys:_____
and is also represent by the following resident agents in the City of Cleveland:_____
_____

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

_____
_____
_____

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

_____
(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here) ⟹ _____

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

_____
Notary Public

CITY OF CLEVELAND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

_____

as Principal, and

_____

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

THE CITY OF CLEVELAND

as Obligee, in the penal sum of _____

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

SIGNED, sealed and dated this_____ day of _____, 20_____.

WHEREAS, the said principal is herewith submitting bid for

_____

_____

_____

_____

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

PRINCIPAL _____ _____

BY: _____ _____

TITLE _____ By_____
Attorney in Fact

CITY OF CLEVELAND

BID FORM

☐ STANDARD CONTRACT BID
☒ REQUIREMENT CONTRACT BID

TO: The Commissioner of Purchases and Supplies:

BID FOR Purchase of Various Packer Body parts and Labor

FOR: The Department of: Public Works

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

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

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

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

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

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

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

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

Sign Here By _____

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

_____
TITLE OF OFFICER

_____
BUSINESS ADDRESS OF BIDDER

_____
STATE OF INCORPORATION

BID — SCHEDULE OF ITEMS

City of Cleveland **Division of Purchases And Supplies** **Room 128 City Hall** **Cleveland, Ohio 44114**			BID PAGE 1 OF 1 BIDDER MUST COMPLETE & SIGN BELOW
TITLE OF BID: Purchase of Various Packer Body Parts and Labor			NAME OF FIRM
			STREET ADDRESS
ORDINANCE NO.1330-10 Section No. 131.64	PASSED :	SIGNED:	CITY STATE ZIP CODE
DEPARTMENT: Public Works	DIVISION: MVM		AUTHORIZED SIGNATURE
CITY RECORD ADVERTISEMENT DATES **October 14, 2020 & October 21, 2020**	_____STANDARD CONTRACT BID __X__ REQUIREMENT CONTRACT BID		DATE
BUYER: RaShaun Billy (216) 664-2626 rbilly@city.cleveland.oh.us	BID OPENING **Wednesday, November 4, 2020**	12:00 O'CLOCK NOON OFFICIAL TIME	

DESCRIPTION	QTY.	UNIT PRICE	EXTENSION
SIGN, DATE, AND COMPLETE THIS PAGE; SEE SUBSEQUENT SCHEDULE OF ITEMS PAGES FOR ADDITIONAL BIDDING INFORMATION			
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.		DELIVERY (Days)	PAYMENT DISCOUNT % Days
	FOR PURCHASING USE ONLY		

BID – SCHEDULE OF ITEMS

CITY OF CLEVELAND

BIDDER MUST SIGN AND DATE THIS SHEET

AUTHORIZED SIGNATURE

TITLE OF BID **Purchase of Various Packer Body Parts and Labor**

DATE

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Estimated Amount:			**$85,000.00**
Item 1. NewWay Parts			
Name of Manufacturer: _____			
Price List Number: _____ Date: _____			
Catalog Number: _____ Date: _____			
Discount: ☐ Cost plus _____ % ☐ List minus _____ % (Choose only one)			
Price Column: _____			
Estimated Amount:			**$85,000.00**
Item 2. Labrie Parts			
Name of Manufacturer: _____			
Price List Number: _____ Date: _____			
Catalog Number: _____ Date: _____			
Discount: ☐ Cost plus _____ % ☐ List minus _____ % (Choose only one)			
Price Column: _____			
Duration of Contract, if any, shall be for a period of one (1) year with two (2) one-year options to renew			

BIDDER MUST SIGN AND DATE THIS SHEET

Delivery (Days)	Payment Discount

ITEM 7A

BID – SCHEDULE OF ITEMS

CITY OF CLEVELAND

BIDDER MUST SIGN AND DATE THIS SHEET

AUTHORIZED SIGNATURE

TITLE OF BID **Purchase of Various Packer Body Parts and Labor**

DATE

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
Estimated Amount:			**$60,000.00**
Item 3. Loadmaster Parts			
Name of Manufacturer: _____			
Price List Number: _____ Date: _____			
Catalog Number: _____ Date: _____			
Discount: ☐ Cost plus _____ % ☐ List minus _____ % (Choose only one)			
Price Column: _____			
Estimated Amount:			**$60,000.00**
Item 4. Bridgeport Parts			
Name of Manufacturer: _____			
Price List Number: _____ Date: _____			
Catalog Number: _____ Date: _____			
Discount: ☐ Cost plus _____ % ☐ List minus _____ % (Choose only one)			
Price Column: _____			
Duration of Contract, if any, shall be for a period of one (1) year with two (2) one-year options to renew			
BIDDER MUST SIGN AND DATE THIS SHEET	Delivery (Days)	Payment Discount	

ITEM 7A

BID – SCHEDULE OF ITEMS

CITY OF CLEVELAND

BIDDER MUST SIGN AND DATE THIS SHEET

AUTHORIZED SIGNATURE

TITLE OF BID **Purchase of Various Packer Body Parts and Labor**

DATE

DESCRIPTION	QTY	UNIT PRICE	EXTENSION
	Hours	**Rate**	**Extension**
Item 5. Bridgeport Labor Rate (cost per hour):	650 hrs.	_____	_____
Item 6. Equipment Pickup & Delivery Charge:	40 ea.	_____	_____

Duration of Contract, if any, shall be for a period of one (1) year with two (2) one-year options to renew

BIDDER MUST SIGN AND DATE THIS SHEET

ITEM 7A

Delivery (Days)	Payment Discount

GENERAL CONDITIONS

B-1 CONSIDERATION OF BIDS.

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

B-2 UNACCEPTABLE BIDS.

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

B-3 REJECTION OR ACCEPTANCE OF BIDS.

The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid.

In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.

B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.

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

B-5 WITHDRAWAL OF BID.

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

B-6 TIME OF AWARD.

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

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

B-7 AWARD CONTRACT.

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

B-8 PERFORMANCE BOND.

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

B. No performance bond is required for any contract awarded pursuant to this Invitation to Bid in an amount of $500,000.00 or less. Any contract over $500,000.00 will require a Performance Bond for 25% of the contract amount.

B-9 RELEASE OF BOND.

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

B-10 CANCELLATION OF CONTRACT.

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

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

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

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

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

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

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

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

B-12 DELAY FOR CAUSES BEYOND CONTROL.

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

B-13 PATENTS.

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

B-14 DELIVERY.

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

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

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

B-15 LABORATORY TEST.

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

B-16 FAILURE TO MEET SPECIFICATIONS.

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

B-17 SAFEGUARDS.

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

B-18 STATE OR FEDERAL TAXES.

a. The City of Cleveland is exempt form all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.

b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.

c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

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

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

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

B-21 INVOICING AND PAYMENT.

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

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

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

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

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

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

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

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

B-22 EQUAL OPPORTUNITY.

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

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

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

B-23 DURATION OF CONTRACT.

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

B-24 REDUCTION IN PRICES.

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

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

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

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

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

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

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

B-26 LAWS, PERMITS, AND REGULATIONS

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

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

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

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

B-28 INDEMNITY

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

B-29 WARRANTY

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

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

B-30 OHIO CAMPAIGN FINANCE LAW

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

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

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

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

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

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

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

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

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

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

Purchase of Various Packer Body Parts and Labor

SECTION 131.64 C.O.

C-1 SCOPE

The purpose of the contact is for the purchase of parts, components and/or repairs relative to NewWay, Labrie, Loadmaster and Bridgeport Waste Packer bodies and specialty vehicles.

C-2 NEW PARTS

All truck and specialty vehicle parts shall be of the manufacturer's first grade quality. All parts must meet Original Equipment Manufacturer's (O.E.M.) specifications

All parts must meet O.E.M. specifications and shall be delivered to the Division of Motor Vehicle Maintenance within 24 hours after receipt of order. There shall be no extra charge for delivery

COMPLY/EXCEPTION_____

C-3 LABOR

The labor hours for auto and truck repairs shall be based on Motors/Alldata Information Systems Labor Time Guide. Vendor shall supply access on an ongoing basis to all estimating software and publications for ongoing account performance review. This service shall be provided at no cost.

All vehicles shall be completed within 24-48 hour after vendor receives authorization unless otherwise agreed upon in writing.

COMPLY/EXCEPTION_____

C-4 CATALOGUE AND PRICE LIST

A. Initial bid shall be accompanied by one (1) of the manufacturer's latest complete standard price list, catalogues and cross reference material, Internet access, flash drive and or CD-Rom preferred

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

B. All of the bidders' items must meet the latest Original Equipment Manufacturer's (O.E.M.) specifications for replacement of parts per application and use.

C. Vendors must have the ability and capacity to supply the parts on a regular daily and emergency basis.

D. If internet pricing is to be used, the bidder must provide access to such pricing, along with detailed instruction, with submitted bid.

COMPLY/EXCEPTION_____

C-5 BID FORM

The number and date of price list must be included on the bid form.

Each schedule of items bid page should indicate:

(1) Price list number, column and date
(2) Trade Discount. The trade discount shall be displayed in a "Cost Plus" or "Discount off of List" format
(3) Manufacturer or Brand Name
(4) Payment Discount
(5) Delivery Days
(6) Equipment Pickup and Delivery charge where noted

COMPLY/EXCEPTION_____

C-6 ADDITIONAL COPIES

After award of bid, vendor must submit two (2) additional copies of the catalogues, price list and cross reference materials, to 4150 East 49th Street, Division of Motor Vehicle Maintenance, and /or any other stations as requested by the City. CD-Rom is preferred.

All prices shall be net (F.O.B. delivered) to the City of Cleveland, no extra delivery charge, either at the Division of Motor Vehicle Maintenance, 4150 East 49th Street, Cleveland, Ohio 44105, or other locations as per Section **C-9**. The contract shall be based on the manufacturer's latest standard published price list, less the Federal Excise Tax and the discounts and net exchange prices stated on the bid form. Any new parts, not contained in the Manufacturer's latest standard published price list accompanying the bid and placed on the market subsequently during the contract period shall be

included and be priced at the price set forth in such price list at the time of the order and subject to the discount bid. Vendor shall have the opportunity to provide updated manufacturers price lists once per year, at the time of possible contract renewal.

Items must appear on a published price list to be included in this contract. No items shall be provided that do not appear on a published price list. Such items are not on the contract and must be purchased through the City of Cleveland's standard procurement process for non-contract items. Do not supply or bill such items under this contract.

Any parts provided on a vehicle as delivered by the manufacturer, but not contained in the Manufacturer's latest standard price list accompanying the bid, shall be included in this contract and be priced at the price set forth in such price list as is available at the time of order and subject to the same bid discount. A copy of the referenced price list must be provided at time of order.

COMPLY/EXCEPTION_____

C-7 DISCOUNT

Discounts from printed price lists must be plainly shown and the discounts applicable to each page of any catalogue or price list must be clearly stated and signed by the bidder in ink, either on the page itself or by letter attached to and made part of the bid form and noted thereon, which plainly and clearly identifies the page and the items on the page to which discount applies. The parts discount shall be displayed in a "Cost Plus" or "Discount off of List" format. Any discount not clearly stated will be disregarded in determining the lowest and best bid and the price quoted will be considered as a net price as printed.

COMPLY/EXCEPTION_____

C-8 CHANGES IN NUMBER

If the number of any item in the parts list is changed or altered by the manufacturer during period of this contract, such change or alteration shall be accepted by the City of Cleveland in lieu of the original part number. The Vendor in making any change or alteration of a part number shall notify the Division of Motor Vehicle Maintenance, by submitting written proof from the manufacturer of the change.

COMPLY/EXCEPTION_____

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

C-9 PLACE OF DELIVERY

All parts or supplies to be furnished under the terms of this bid shall be delivered to any garage or station, as designated in orders issued by the Commissioner of Purchases and Supplies, without any charge for delivery. Those locations shall include but not limited to:

- Station 109 3727 Ridge Road
- Station 106 5600 Carnegie

COMPLY/EXCEPTION_____

C-10 SPECIAL PROVISION RELATING TO ACCEPTING OF DELIVERY

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

COMPLY/EXCEPTION_____

C-11 INSPECTION

The City of Cleveland reserves the right to inspect the vendor's facility of operation and any subcontractor. If any subcontractors are used, the primary vendor shall list their names and addresses. No subcontractors shall be allowed who are not listed in the original bid.

COMPLY/EXCEPTION_____

C-12 QUALITY OF PARTS AND WORKMANSHIP

For any rebuilt parts, where any labor may be involved, the workmanship shall be performed in accordance with accepted commercial practices and the latest manufacturer's O.E.M. specifications.

COMPLY/EXCEPTION_____

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

C-13 QUESTIONS OF QUALITY

The City of Cleveland reserves the right at random to disassemble and inspect any and all parts supplied by vendor. If parts are found not to be in compliance with O.E.M. specifications for replacement parts and rebuilding, the City of Cleveland reserves the right to terminate this contract.

COMPLY/EXCEPTION_____

C-14 TECHNICIAN REQUIREMENTS

Vendor shall be required to maintain sufficient personnel that possess the following certifications:

- Must be factory certified in NewWay, Labrie, and Bridgeport Loadmaster packer bodies.
- Minimum of Two (2) personnel must have Commercial Driver License to include Class B & air brake endorsements.

Vendor must submit proper documentation indicating current technician certifications.

COMPLY/EXCEPTION_____

C-15 VENDOR REQUIREMENTS

- Vendor hours of operation will be a consideration in the bid analysis. Extended weekday and Saturday operations service hours are preferred

State hours of operation _____

_____

_____

- Vendor's facility shall have a minimum of four (4) repair bays

- The vendor shall posses and maintain the following training standards. This shall include but not be limited to:
  - Factory trained and certified technicians

COMPLY/EXCEPTION_____

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

C-16 WARRANTY

All new parts provided by the vendor must be guaranteed to be free from defects in workmanship and material under City of Cleveland normal use and service.

Twelve months/unlimited miles warranty shall be provided. Labor reimbursement shall be provided for approved warranty claims. Vendor shall provide proof with the bid of applicable warranty if it exceeds above specification.

COMPLY/EXCEPTION_____

C-17 QUESTIONS ON WARRANTY

In the event the City of Cleveland experiences a problem with parts which are still under warranty (or beyond warranty period) and the vendor fails to remedy the problem in a timely fashion then this contract will be subject to cancellation.

COMPLY/EXCEPTION_____

C-18 EXCEPTION TO PROVISION

Any vendor/bid taking exception to any provisions may be considered unresponsive and may be rejected.

C-19 AVAILABILITY TO FURNISH PARTS

Since it is necessary for the City of Cleveland, Division of Motor Vehicle Maintenance to order and receive parts on a daily basis the bidder must maintain a Warehouse and stock all the parts necessary on the shelf which can meet City of Cleveland requirements and emergency situations.

COMPLY/EXCEPTION_____

C-20 OBSOLETE PARTS

Vendor agrees to review parts during the current requirement contract with City of Cleveland, Division of Motor Vehicle Maintenance, to determine obsolete or excessively slow moving parts. Vendor agrees to accept obsolete parts up to 10% of the annual purchases. The new contract supplier must evaluate existing inventory of

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

product lines awarded within thirty (30) days. The contract supplier will have the option to re-box, re-label or stock lift inventory. Vendor shall provide quarterly Inventory Maintenance consisting of stock set up, organization labels, inventory control and rotation of obsolete inventory

COMPLY/EXCEPTION_____

C-21 DELIVERY INVOICE

Delivery invoice will accompany each order. Vendor will provide two (2) statements for billing purposes, summarizing completed activity to the Division of Motor Vehicle Maintenance, 4150 East 49th Street, Cleveland, Ohio 44105 by the fifth working day of the following month.

COMPLY/EXCEPTION_____

C-22 DELIVERY OF PARTS

All stock parts are to be delivered within twenty four (24 hours after receipt of order (A.R.O.) from the City of Cleveland. Please refer to paragraph B-12 General Conditions, Delay for Causes beyond Control. If the conditions of B-12 cannot be met vendor's contract will be subject to cancellation per paragraph B-10.

In the event that any vendor cannot deliver specific parts due to the conditions set forth in paragraph B-12 General Conditions or for any other reason which may cause delay, and so notifies the City of Cleveland in writing, the City of Cleveland, Division of Motor Vehicle Maintenance reserves the right to purchase those items on the open market on a Purchase Requisition basis. The City of Cleveland shall notify the vendor in writing of its intention to purchase those items on the open market, and such an action on the part of the City shall not be breach of contract.

COMPLY/EXCEPTION_____

C-23 LABOR:

The labor rate will be a consideration in the bid analysis. This is a parts and labor contract. The vendor shall be required to provide labor rates for each maintenance and repair category

COMPLY/EXCEPTION_____

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

C-24 WARRANTY DEDUCTIBLE

All warranty deductibles (if applicable) shall be billed and paid under this contract.

COMPLY/EXCEPTION_____

C-25 INSURANCE

a. The successful bidder shall submit to the Director of Public Service, upon the execution a certificate of insurance which shows that the coverage required by the Section are in force, the City of Cleveland has been made a named insured or an additional insured, and that the insurance company agrees to notify the Director of Public Service in the event of cancellation or reduction of the insurance (see division (d) of this Section). The Contractor need not submit additional evidence of insurance until such time as any of the coverage's expire or are reduced or cancelled. At such time, the Contractor shall submit a new certificate of insurance meeting the requirements of this Section to the Director of Public Service.

b. The Contractor shall maintain at its own expense and at all times during the term of this Contract the following insurance coverage:

   I. Garage liability insurance including "on hook" coverage in amounts not less than the following:
      - Bodily injury coverage in an amount not less than two million dollars ($2,000,000.00) per person
      - Bodily injury coverage in an amount of not less than two million dollars ($2,000,000.00) per occurrence
      - Property damage coverage in an amount of not less than two hundred and fifty thousand dollars ($250,000.00) per occurrence.
      - Vehicle in tow/transport coverage in the amount of not less then two hundred thousand dollars ($200,000.00) per occurrence

In lieu of the coverage's just described, a single limit policy or policies of garage liability coverage may be obtained in an amount not less than two million dollars ($2,000,000.00).

c. The City of Cleveland shall be a named insured or an additional insured on all required insurance coverage's.

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

d. The policy or policies of insurance shall contain the following special provision.

"The company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, written notice will be mailed to the Director of Public Service of the City of Cleveland, Room 113 City Hall, 601 Lakeside Avenue, Cleveland, Ohio 44114."

e. In addition to and not in lieu of the obligation set fourth in division (d) of this section, Contractor shall itself immediately notify the Director of Public Service of any reduction or lapse in the required coverage's.

f. All policy or policies of insurance shall as to form, coverage, and carrier be satisfactory to and approved by the Director of Public Service. If at, any time the coverage or carrier or any policy shall become unsatisfactory to the Director, Contractor shall forthwith, provide a new policy meeting the requirements of the Director.

COMPLY/EXCEPTION_____

C-26 INDEMNIFICATION

a. Contractor shall assume, indemnify, and hold harmless the City of Cleveland ("City), its officers, agents, employees, successors, and assigns, from and against any and all suits, claims, losses, cost, damages, expenses, and liability resulting from loss of life or damage or injury to persons or property of any persons, including, but not limited to, the agents, employees, contractors, invitees, and licensees of either the City or Contractor and to the property of them arising out of or connected with or incidental to, either directly or indirectly, the exercise of Contractor's rights under this contract, notwithstanding any negligent act, omission, or conduct of the City, its officers, agents, or employees causing or contributing thereto.

b. Contractor shall, at its own expense, defend the City in all such litigation, pay all attorneys fees, damages, court costs, and other expenses arising out of such litigation or claim incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation.

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

c. The provisions of this Section and the provisions of all other indemnity provisions contained in this contract shall survive the expiration or earlier termination of this contract.

COMPLY/EXCEPTION_____

C-27 RIGHTS:

All rights and remedies provided in this contract shall be deemed cumulative and additional and not in lieu of or exclusive of each other or any other remedy available to the City of Cleveland at law or equity.

COMPLY/EXCEPTION_____

C-28 AUTHORIZED DEALER

Vendor/bidder shall submit a list indicating all product lines in which they are an authorized parts distributor/dealer. It is recommended that parts and labor providers be authorized dealers but not required

COMPLY/EXCEPTION_____

C-29 DURATION OF CONTRACT

Duration of contract shall be for a period of one (1) year with the option of two (2) one year extensions. Contract extensions shall be provided at the sole discretion of the City of Cleveland.

COMPLY/EXCEPTION_____

C-30 EQUIPMENT PICKUP AND DELEVERY

Equipment pickup and delivery service shall be available. Pick up and delivery locations shall be:

- Station 109 3727 Ridge Road
- Station 106 5600 Carnegie

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

The Vendor will provide vehicle pickup and delivery service for scheduled maintenance and unscheduled repairs, if requested or required

Vendors must provide a flat rate for the Equipment Pickup and Delivery Charge. (No Exception)
Vendor shall utilize personnel with the proper operators and CDL license required to transport the specific vehicle

- When in possession of, or transporting, a City of Cleveland vehicle, Vendor will be responsible and liable for any damage to, or caused by the vehicle, or theft of the vehicle, and will be insured sufficiently and appropriately to maintain such responsibility for customer vehicles. Such responsibility may include repairing the damage, or vehicle replacement.

- All drivers will be screened appropriately by Vendor in terms of drug/alcohol screening, background check, driving record, etc. and approved by the City of Cleveland. At its discretion, the City of Cleveland may request periodic BMV checks on Vendor drivers.

- All Vendor drivers and personnel shall adhere to City of Cleveland's Non-Smoking policy when operating City of Cleveland Vehicles or when on City of Cleveland property. There are NO exceptions to this requirement.

- If the City of Cleveland drops off a vehicle, it is preferred that the driver be taken to his/her work destination by the Vendor, if requested.

COMPLY/EXCEPTION_____

C-31 Prices:

a) The basis for this contract is a fixed discount on a submitted price list. The submitted discount percentage (%) shall remain throughout the duration of the contract. The contract prices will remain firm for the first twelve months of the contract. Thereafter, the Vendor may submit a request to provide a new price list, to be effective thirty (30) calendar days after written acceptance by the City of Cleveland. No price adjustment will be permitted prior to the effective date of the increase received from the vendor from his supplier. No retroactive price increases will be allowed. Price increases only take effect upon a start date established and approved in writing by the City of Cleveland, and after receipt of complete new price lists from the Vendor.

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES

b) Any price increase must be supported by a general price increase in the cost of the finished supplies due to increases in the cost of raw materials, labor, freight, etc. Detailed documentation, to include a complete comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, at a minimum, copies of the old and new price lists, and documentation indicating the original base cost of the product to the Vendor and the corresponding increase as well as copies of original correspondence sent by the Vendor's supplier on the supplier's own letterhead, which contains the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

c) All prices shall be net (F.O.B. delivered) to the City of Cleveland, no extra delivery charge, either at the Division of Motor Vehicle Maintenance, 4150 East 49th Street, Cleveland, Ohio 44105, or other locations as per Section C-10. The contract shall be based on the manufacturer's latest standard published price list, less the Federal Excise Tax and the discounts and net exchange prices stated on the bid form. Any new parts, not contained in the Manufacturer's latest standard published price list accompanying the bid and placed on the market subsequently during the contract period shall be included and be priced at the price set forth in such price list at the time of the order and subject to the discount bid. Updated manufacturers price lists will be accepted at the sole discretion of the City, and only as described in Section C-5 b) above.

d) Items must appear on a published price list to be included in this contract. No items are to be provided that do not appear on a published price list. Such items are not on the contract and must be purchased through the City of Cleveland's standard procurement process for non-contract items. Do not supply or bill such items under this contract.

e) Any parts provided on a vehicle as delivered by the manufacturer, but not contained in the Manufacturer's latest standard price list accompanying the bid, shall be included in this contract and be priced at the price set forth in such price list as is available at the time of order and subject to the same bid discount. A copy of the referenced price list must be provided at time of order.

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.

CITY OF CLEVELAND
FAIR EMPLOYMENT WAGE LAW REQUIREMENTS

NOTICE TO BIDDERS:

Introduction

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

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

Bid Schedules

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

Fair Employment Wage

From October 1, 2005 to September 30, 2006, the Fair Employment Wage is at least $10.00 per hour.

Covered Employers

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

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

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

and

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

and

3. The bidder is either

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

or

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

Covered Employees

A. Definition.

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

1. Any person employed by or working as a trainee for a Covered Employer who is a for-profit contractor or subcontractor on a City Service Contract.

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

B. Exclusions.

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

1. Uncompensated volunteers
2. Individuals in job training programs with classroom instruction where the individual is a client of the program
3. Employees who work on public construction projects subject to state or federal wage rate laws.
4. Employees covered by collective bargaining agreements or the Railway Labor Act

5. Employees of commercial retail establishments
6. Persons not employed in the State of Ohio
7. Persons under 18 years of age
8. Persons working, on average, less than 30 hours per week

Exemptions from Fair Employment Wage Law

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

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

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

Health Care Insurance Preference

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

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

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

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

Record-keeping Responsibilities

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

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

Upon demand of the City, you or your company shall provide access to the payroll records required to be maintained, and shall allow City representatives to observe work being performed and to interview

employees as may be necessary to monitor compliance or to investigate a charge of noncompliance with the Fair Employment Wage provisions.

Employee Notice Requirements

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

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

City Resident Hiring

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

Compliance with Federal Laws

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

SCHEDULE 1

DECLARATION OF NUMBER OF
PERSONS EMPLOYED BY THE BIDDER

1. Are you a for-profit _____ or a non-profit _____ entity?

2.

Number of Current Employees	Number of Employees If Contract Is Awarded
_____	_____

*
*
*
*
*

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

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

_____
Name:_____
Title:_____

SCHEDULE 2

DECLARATION OF HEALTH INSURANCE COVERAGE

NOTE: All bidders must complete items 1 and 2.

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

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

_____Yes _____No

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

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

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

b. What is the amount of any employee deductible for plan coverage?

c. What is the amount of any employee co-payments for plan coverage?

d. Is dental insurance offered to your employees?

e. Describe the range of services offered under any health care insurance plans offered to your employees.

4. Have you offered reasonable health care insurance to your employees that they, as a group, have refused? _____yes _____no

   When?_____

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

_____

Name:_____

Title:_____

SCHEDULE 3

AFFIDAVIT OF COMPLIANCE WITH CLEVELAND CODIFIED ORDINANCE CHAPTER 189

County of _____)
) ss:
State of _____)

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

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

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

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

_____YES _____NO

FURTHER AFFIANT SAYETH NAUGHT.

_____

Name:_____
Title:_____

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 20__.

_____
Notary Public

SCHEDULE 4

CURRENT CONTRACTS WITH THE CITY

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

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

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

The Subcontractor Participation Goals for this contract are:

0% CSB Participation

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

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

Click on CSB/MBE/FBE Registry.

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."

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.