

March 11, 2015 & March 18, 2015

BID OPENS- Friday, March 27, 2015

**FILE NO. 43-15 Labor and Materials for Sewer
Test Inspection , Installation and Snaking 2015**

FOR THE DIVISION OF WATER POLLUTION
CONTROL, DEPARTMENT OF PUBLIC UTILITIES, AS
AUTHORIZED BY ORDINANCE 643-90 SECTION
541.13 PASSED CITY COUNCIL JUNE 11, 1990

**There will be a NON-MANDATORY Pre-bid
meeting Friday, March 20, 2015 at 11:30 a.m.
Located at Division of Water Pollution Control,
Red Conference Room, 12302 Kirby Avenue,
Cleveland, Ohio 44108**



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

AUTHORIZING ORDINANCE

AS PUBLISHED IN THE CITY RECORD

541.13 Sewerage Test Tee Inspection, Installation and Snaking

(a) The Division of Water Pollution Control is authorized to enter upon private property, with the permission of the owner of such property, for the purpose of snaking sewer connections of six (6) inches or less in size to locate blockages within the City's sewer system. Snaking of sewer connections may be performed by the City from an existing test tee or by digging an opening one (1) foot beyond the existing or proposed curb line of the roadway.

If the blockage is in the main sewer or between the main sewer and a point one (1) foot beyond the existing or proposed curb line of the roadway, repairs shall be made by the Division of Water Pollution Control. If the blockage is between the building and such point one (1) foot beyond the existing or proposed curb line of the roadway, the Division of Water Pollution Control shall advise the owner to engage a licensed and bonded sewer builder to make the necessary repairs.

(b) Where there is no existing test tee, the Division of Water Pollution Control is authorized to install a test tee at the opening one (1) foot beyond the existing or proposed curb line of the roadway for the purpose of future inspections.

(c) The Director of Public Utilities shall make and enforce such regulations as he or she may deem necessary for the implementation and management of the

work authorized by this section. Such regulations, when published in the *City Record*, shall have the same force and effect as ordinances of the City.

(d) That the Director of the Department of Public Utilities be and he or she is hereby authorized and directed to make annually a written requirement contract in accordance with the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for the necessary items of material and labor to snake existing sewer test tees, and to install test tees where none exist, to be purchased by the Commissioner of Purchases and Supplies upon a unit basis for the Division of Water Pollution Control, Department of Public Utilities. Bids shall be taken in such manner as to permit an award to be made for all items as a single contract, or by separate contract for each or any combination of said items as the Board of Control shall determine.

The cost of said contract or contracts shall be charged against the proper appropriation account and the Director of Finance shall certify thereon the amount of the initial purchase thereunder, which purchase, together with subsequent purchases, shall be made on order of the Commissioner of Purchases and Supplies pursuant to a requisition against such contract duly certified by the Director of Finance.

(Ord. No. 643-90. Passed 6-11-90, eff. 6-14-90)

City of Cleveland

DEPARTMENT OF FINANCE
SHARON DUMAS
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES
TIFFANY WHITE
COMMISSIONER

BIDDER'S CHECK LIST

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

CHECK WHEN COMPLETED

A. Bid/Schedule of Items

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

B. Bid Bond

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

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

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

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

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

E. Affidavit

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

F. Contract Compliance Certifications for Bid Consideration

- 1. Do you have a contract compliance certification number or a minority/female business enterprise certification number? If you do not have necessary certification numbers, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 2. Is your contract compliance certification certificate, statement of deemed compliance, or an application for certification included in the bid?
- 3. If you are a Minority/Female/Cleveland Small Business Enterprise and or Local Producer/ Local Sustainable Business, do you include your MBE/FBE/LPE/SUBE certification certificate, or a completed application therefore, in addition to the certification requirements listed in number 2 under Section F?
- 4. Have you completed the CONTRACT EMPLOYMENT REPORT (Item 12, Page 1 – Schedule 1) **which must be submitted with your bid?**

G. Bid Envelope

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

H. Performance Bond

- 1. Will you be able to furnish the required Performance Bond referred to in paragraph A-25 of INSTRUCTIONS TO BIDDERS, and in paragraph B-8 of General Conditions?
- 2. Notice: A certified or cashier's check **is not acceptable in lieu of a Performance Bond!**

I. **Federal Tax ID Form**

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

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

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

K. **Project Plan**

- _____ 1. Is all the required information given?

L. **Contractor Qualifications from Part 1 of Item 8**

- _____ 1. Is all the required information given?

K. **Please Note:**

- _____ 1. Because of the large variety of commodities, services and improvements required by the City, additional information is often requested in a format not listed above. In such a case, **please review your bid carefully to verify that you have accurately and completely supplied all such data.** Should you have any questions, please call the Division of Purchases and Supplies (216/664-2620) for clarifications.
- _____ 2. All plans and specifications **must** be returned with the bid.

INSTRUCTIONS TO BIDDERS

A-1 INVITATION TO BID

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

A-2 FORM OF BID (BID FORM)

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

A-3 BIDDERS AFFIDAVIT

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

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

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

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

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

A-6 EXPLANATIONS WRITTEN OR ORAL

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

A-7 PRICE BIDS AND DISCOUNTS

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

A-8 BIDDER'S DESCRIPTION OF ITEMS

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

A-9 MANUFACTURER'S NAME

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

A-10 SAMPLES

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

A-11 TIME OF DELIVERY

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

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

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

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

A-13 REQUIREMENT CONTRACT DEFINED

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

A-14 PURCHASES UNDER A REQUIREMENT CONTRACT

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

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

A-15 LIMITATION OF PERIOD OF CONTRACT

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

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

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 TEN THOUSAND DOLLARS (\$10,000).

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.

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

STATE OF _____ }
COUNTY OF _____ } SS AFFIDAVIT

_____ being first duly sworn deposes and says:

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

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

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

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

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

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

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

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

President: Directors:

Vice President:

Secretary:

Treasurer:

Cleveland Manager or Agent

Attorneys:

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

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

(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here) → _____

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

Notary Public

VENDOR INFORMATION FORM

Please fill in:

Business Name _____

IRS Reporting Name _____

Business Address _____ City _____

State _____ Zip _____ Telephone _____

Toll Free Number 800 _____

Vendor Fax Number _____

Vendor Email Address _____

Ordering Address _____

State _____ Zip _____ Telephone _____

Remit Address _____ City _____

State _____ Zip _____ Telephone _____

Contact Person (ordering) _____ (remit) _____

PLEASE INCLUDE THE ABOVE INFORMATION
WHEN SUBMITTING YOUR BID OR PROPOSAL

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
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 your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number				
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or				
Employer identification number				
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. person (including a U.S. resident alien).

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 on page 4.)

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

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, 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.

Note. If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
 - A partnership, corporation, company, or association created or organized in the United States or under the law of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases when Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is partner in a partnership conducting a trade or business in United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives 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 is in the following cases:
- The U.S. owner of a disregarded entity and not the entity

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 recipient 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 not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, 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 Part II instructions on page 4 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 the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

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

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. 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 the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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 possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

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

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

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. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). The LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 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 Social Security Administration office or get this form online at www.socialsecurity.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 by clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, 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. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic 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 items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 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 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), 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)	The actual owner of the account, or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. 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

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 second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal 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 regarding partnerships* on page 1.

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.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information return with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax 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. Payers must generally withhold 28% of tax interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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

~~-x-~~ REQUIREMENT CONTRACT

TO: Tiffany White

The Commissioner of Purchases and Supplies:

**BID FOR Labor and Materials for Sewer Test Inspection, Installation and Snaking 2015
For The Department of Public Utilities**

The Undersigned proposes to furnish the above articles, commodities, materials, supplies, equipment, or services ("items"), and to accept as full compensation therefor the price per unit multiplied by the number of units of such items purchased hereunder, (which units and bid 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 his bid) is not in arrears or default to the City of Cleveland upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

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

Or a cashier's check or certified check on a solvent bank in the sum of \$ _____

Payable to the City of Cleveland, as security that if he be awarded the contract, he will enter into a written contract and secure the performance of the same by a bond as required of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the total price bid and in conformity with the provisions of the Codified 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 performance bond, if required, within the time above specified, then the City may, at its option, declare the contract abandoned and his bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the City, or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

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

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

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

SIGN HERE

CORPORATION OR FIRM

BY _____

TITLE OF OFFICER

BUSINESS ADDRESS OF BIDDER

STATE OF INCORPORATION

**CITY OF CLEVELAND - DEPARTMENT OF PUBLIC UTILITIES
LABOR AND MATERIALS FOR SEWER TEST TEE INSPECTION, INSTALLATION AND SNAKING**

2015

SCHEDULE OF BID ITEMS

LINE ITEM NO.	ITEM NO.	DESCRIPTION	UNITS	APPROXIMATE QUANTITY	UNIT BID	ITEM PRICE QX U.B. =I.P.
1	603	VITRIFIED CLAY PIPE TEST TEE	EA.	50		
2	603A	CONNECTION CLEANED FROM TEST TEE	EA.	50		
3	603A	CONNECTION CLEANED FROM BASEMENT	EA.	50		
4	603B	TV INSPECTION OF CONNECTION FROM BASEMENT	EA.	50		
5	603B	TV INSPECTION OF CONNECTION FROM TEST TEE	EA.	50		
6	603B	TV INSP. OF CONNECTION FROM MAIN	EA.	50		
7	603C	TEST TEE WITH CASTING	EA.	10		
8	608	CONCRETE DRIVES	S.F.	500		
9	608	CONCRETE WALKS	S.F.	200		
10	659	SEEDING AND MULCHING	S.Y.	200		
11	660	SODDING	S.Y.	100		
12	SPECIAL	CLEAN AND SANITIZE	L.S.	5		
13	SPECIAL	REMOVAL AND DISPOSAL OF MATERIALS	L.S.	5		

SIGNATURE OF BIDDER		Date:	Page 1 of 2
Company Name:		Company Address:	

The Contract Shall Be For A Period of One (1) Year.

CITY OF CLEVELAND - DEPARTMENT OF PUBLIC UTILITIES
LABOR AND MATERIALS FOR SEWER TEST TEE INSPECTION, INSTALLATION AND SNAKING
2015
SCHEDULE OF BID ITEMS

TOTAL UNOFFICIAL SUM	\$ _____
*ADD 10% OF TOTAL UNOFFICIAL SUM FOR CONTINGENCY ALLOWANCE	\$ _____
TOTAL UNOFFICIAL SUM AND CONTINGENCY ALLOWANCE	\$ _____

NOTE:
For the purpose of fixing the amount of the bid bond or certified cashier's check required by this bid, and the amount of surety bond required under A-19 Instructions to bidders, and for determining the lowest bid pursuant to this invitation of bid, the ten percent(10%) Contingency Allowance will be added to the total unit prices for the items listed above for which bids are requested.

SIGNATURE OF BIDDER	Date:	Page 2 of 2
Company Name:		
Company Address:		

The Contract Shall Be For A Period of One (1) Year.

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES
SECTION C – SUPPLEMENTAL GENERAL CONDITIONS
SEWER TEST TEE INSPECTION, INSTALLATION AND SNAKING

C-1 SCOPE

The purpose of this work is to locate and remove blockages in six-inch (6") sewer connections. The work will require snaking and inspecting the connection and, if necessary, installing a test tee to access the sewer connection.

The Contractor shall try to locate existing test tees by probing at the measured locations. If test tee is found, the contractor shall snake and televise the connection through the tee to determine the cause of the blockage. If no tee is found, the Contractor shall attempt to snake and televise the connection from the basement or the main sewer. If the connection cannot be snaked and televised due to size, condition, or flow, then the contractor shall install a test tee at the curb. If a test tee and connection are not located by measurement, then the contractor shall locate the connection using an electronic locator. After locating or constructing a test tee, the Contractor shall snake the connection and televise it to determine the location of the obstruction.

The Contractor shall remove any blockage found so that the connection is clear and free of obstruction.

The installation of a test tee may involve excavation and restoration of sidewalks, curbs, drive aprons, curb drains, lawn areas or other work as necessary to complete the construction of the test tee. After completing construction, the Contractor shall restore the area to its original condition.

The contract shall be for a period of one (1) year.

C-2 AUTHORIZATION

Upon application approval, each work location must be authorized by the Commissioner of Water Pollution Control or designee. This authorization shall be in the form of a delivery order against this requirement contract.

C-3 EXISTING INFORMATION

The City of Cleveland shall supply a copy of any existing permit for the property and record measurements for the existing connection when available. The contractor shall be responsible for contacting Utilities Protective Service and all other utilities before starting to dig.

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES
SECTION C – SUPPLEMENTAL GENERAL CONDITIONS
SEWER TEST TEE INSPECTION, INSTALLATION AND SNAKING

C-4 EMERGENCY SITUATIONS

All locations that have unrelieved water in the basement shall be considered as emergencies. Emergencies are to be commenced immediately upon authorization. Emergencies are to be completed or relieved within twenty-four (24) hours including weekends and holidays. The Contractor shall assign adequate equipment and labor to handle all emergencies within the twenty-four (24) hour time period.

C-5 EFFECTIVE DATE OF CONTRACT

This contract shall be effective on the date of an executed contract.

C-6 PAYMENT

All items of work for the location must be completed as per the attached specifications and submitted along with certified payroll records on a monthly basis before any payment may be made. All work and flushes must be inspected in accordance with Section 541.06 and 541.09 of the Codified Ordinances of the City of Cleveland. Payment will be made on a monthly basis.

C-7 PRE-BID MEETING

A **pre-bid meeting** will be held at 12302 Kirby Avenue. The purpose of this meeting is to explain bid items and answer contractor questions about the bid. The last day for questions will be 72 hours after the pre-bid meeting, by 12 noon.

C-8 GUARANTEE

All work shall be guaranteed for a period of one (1) year in accordance with Section 541.13 of the Codified Ordinances of the City of Cleveland. All non-emergency repairs must be performed within five (5) working days of notice. Failure to follow these guarantee provisions shall result in action under Section 541.13(c), 541.97 and 541.99 of the Codified Ordinances of the City of Cleveland as well as failure to perform under this contract.

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES
SECTION C – SUPPLEMENTAL GENERAL CONDITIONS
SEWER TEST TEE INSPECTION, INSTALLATION AND SNAKING

C-9 RESTORATION

All restoration shall be performed in accordance with the detailed sections of the specifications. All restoration is completed within one month of completion of the test tee installation or exposure of existing test tee, in the event of inclement weather at the start of the spring season.

If restoration cannot be completed in a timely manner due to inclement weather, the contractor shall provide the Division of Water Pollution Control with a list of locations stating the anticipated completion date.

C-10 REPORTING WORK IN PROGRESS

The contractor shall report the status of all Emergency Situations as described in Section C-4, unrelieved water in the basement, on a daily basis. The contractor shall at a minimum report the status of work at all locations on a weekly basis.

No work shall extend beyond five (5) days unless the Division of Water Pollution Control has to perform duties under the pavement.

C-11 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE

- a. The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, wherein the City of Cleveland is named as an additional insured, as shall protect himself, the City of Cleveland and any subcontractor performing work covered by this contract from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. An exact copy of such policy or policies shall be deposited with the City of Cleveland before the commencement of any work under the contract. The amounts of such insurance shall be as follows:
- b. Public Liability Insurance: In an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one occurrence involving injury to more

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES
SECTION C – SUPPLEMENTAL GENERAL CONDITIONS
SEWER TEST TEE INSPECTION, INSTALLATION AND SNAKING

than one person, and property damage insurance in an amount not less than \$200,000.00.

- c. The following special hazards shall be covered during the life of this contract by rider of riders to the policy or policies above required, or by separate policies of insurance in amount as follows:
1. Public Liability Insurance to cover automobile, truck, or other vehicle used in the performance of the contract in an amount not less than \$500,000.00 on account of injury or death of one person and not less than \$1,000,000.00 on account of injury or death of two or more persons.
 2. Property Damage Liability Insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than \$200,000.00 in any occurrence.
 3. Public Liability and Property Damage Insurance to cover the use of explosives used in the performance of this contract, in the same limits as set forth in the preceding sub-sections.
- d. The policy shall contain the following special provisions: "The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notice will be mailed to the City of Cleveland".

C-12 INVOICING AND PAYMENT (Supplemental to General Conditions Section B-21)

The contractor is to invoice with the following information: (1) vendor name, (2) vendor address, (3) vendor telephone number, (4) City Delivery Order (DO) number authorizing the invoiced material/service and, if applicable, City Contract number, (5) vendor invoice number, which is a unique number, (6) invoice date, (7) invoice due date, (8) WPC "ship to" address, (9) itemized costs including item descriptions, quantities, unit costs, and cost extensions, (10) total invoiced amount. Sales tax shall not be included, as the City is exempt. The contractor shall submit an original invoice or invoices to the City of Cleveland, Department of Public Utilities, 1201 Lakeside Avenue – 4th floor South, Cleveland, OH 44114. Attn: Accounts Payables

SPECIFICATIONS/DESCRIPTIONS
OF PRODUCTS AND/OR SERVICES
SECTION C – SUPPLEMENTAL GENERAL CONDITIONS
SEWER TEST TEE INSPECTION, INSTALLATION AND SNAKING

C-13 CONTINGENCY ALLOWANCE FOR UNFORSEEN CIRCUMSTANCES

Special allowances for unforeseen circumstances are additional services that may be needed for sewer test tee inspection, installation and snaking. The additional services may include, but not limited to, any sewer services that may be required for sewer test tee inspection, installation and snaking. Contractor would submit a quotation for these services subject to approval by the Division of Water Pollution Control (WPC) designee, prior to any work being performed. The written authorization must be signed by the WPC representative prior to invoicing the City of said services. Work not authorized by WPC representative shall be provided at the Contractor's expense.

If any of these services would not be performed by the Contractor, any subcontractors that would be required would be subject to the City's Subcontractor Addition and Substitution Policy and Procedures. Refer to Sections A-19 and B-11 for further detail.

C-14 BASIS OF AWARD

A single contract will be awarded to the lowest and best bidder.

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TEST TEE & CONNECTION
ITEM 603

603.01 WORK INCLUDED

This work shall consist of the construction or reconstruction of Test Tees, sewers or drains in accordance with these specifications and in reasonably close conformity with lines and grades shown on the Plans. This work shall include: locating the existing connection, excavating for pipe and foundations for same, including removal of existing sewers and appurtenances encountered; furnishing and placing granular or concrete bedding and granular backfill as required; sheeting or bracing; pumping and dewatering; furnishing and installing all necessary pipe bends and branches of a type at least equal to the conduit of which they become a part: joining to existing and proposed appurtenances as required.

603.02 MATERIAL AND INSTALLATION

The pipe shall be of the size and kind listed in the proposal meeting the requirements of Section 603.02 of ODOT Specifications and the City Supplement thereto.

Vitrified Clay Pipe

All vitrified clay pipe shall be extra strength as per ASTM-C700 with ASTM-C425 Compression joint for bell and spigot type.

Trench width shall conform to the dimensions shown on Standard Drawings and pipe bedding shall be type I or type II as called for on Standard Drawings or as directed by the Engineer, trench backfill in pavement areas shall conform to 703.111 of City Specifications Supplement to ODOT.

603.03 SHEETING AND BRACING

Sheeting, sheet piling, planking, bracing, etc., as may be required shall conform to the requirements of 603.03 of City Supplemental to ODOT Specifications. The payment for this item including sheeting, bracing, etc., left in place shall be under the Unit Price Bid for pertinent 603 items.

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603.04 CLEANING SEWER CONNECTIONS

All existing house sewer connections, catch basin connections and all drains encountered in prosecution of the work, which is to be reconnected to the new sewer shall be thoroughly cleaned from main sewer to the property line or to the catch basin. This work shall be performed by the use of equipment and methods intended for that purpose, such as sewer rodding, snaking, flushing out with clean water and Peterson bag, blowing out with compressed air or hydraulic vacuuming. Following the cleaning, the connections and traps shall be tested by means of the flow from a 2.5" minimum fire hose, or another approved method in the presence of a House Connection Inspector. The cost of doing all the above work to be included in the unit price bid for pertinent 603 items.

603.05 SUPPORT OF UTILITIES OVER SEWER TRENCH

All utilities encountered during the progress of trench excavation shall be properly supported and the protective measures maintained until the backfill is in place.

The Contractor shall notify in writing the companies, owners or persons in charge of structures or utilities encountered, and such notice shall be given in ample time to permit the representatives of utilities and the Contractor to work out the methods of support and protection.

The cost of supporting water mains, gas mains or any other utilities shall be included in the unit price bid for Item 603 - Test Tee.

603.06 LOCATING CONNECTION

The City shall provide the record information for connections. The contractor shall be responsible for locating the actual location of the connection by means of snaking and using an electronic locating device. The cost for locating the connection shall be included under this item.

After the test tee is installed, the contractor shall mark the connection location using magnetic tape, or other device approved by the Commissioner for easy location in the future.

Newly installed cleanouts must be clearly marked with diamond-shape cut. This is to assist in locating cleanouts in the future if sewer problems should reoccur.

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603.07 PIPE BACKFILL

Pipe backfill shall be classified as premium backfill or plain backfill.

Excavated material may be used as premium backfill if the material meets the approval of the engineer.

Materials selected by the Contractor for premium or plain backfill shall be approved by the engineer prior to placement.

Premium backfill shall be placed above the pipe bedding both sides of pipe to a depth of 12-inch above the top pipe and it shall be compacted in layers not to exceed 4 inches in thickness with mechanical tampers. The remainder of backfill to the top of trench shall be plain backfill placed and tamped mechanically in 12-inch layers.

In areas where new sewer is under the pavement, driveway or sidewalk, the premium backfill shall be used for the full depth of trench. When compacting with water, the granular material may be placed in layers not to exceed 12 inches loose depth and each layer thoroughly saturated with water by flooding or jetting.

603.08 TEST TEES IN SIDEWALK OR DRIVEWAY

If the test tee is located in sidewalk or driveway area, then the contractor shall install a six-inch (6") brass cleanout approved by the Commissioner. Also premium backfill shall be used when a brass cleanout is installed. The costs for all material and labor to place backfill and install the brass cleanout shall be included under item 603C Test Tee w/Cleanout.

603.09 METHOD OF MEASUREMENT

The length of pipe to be paid for will be the actual number of Test Tees installed. No extra payment will be paid for riser, bends or Y-branches.

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603.10 BASIS OF PAYMENT

The accepted quantities of Test Tees specified, will be paid for at the contract unit price per each, complete in place, including clay stopper or other satisfactory bulkhead when required.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
603	VITRIFIED CLAY PIPE TEST TEE	Each
603C	TEST TEE WITH CASTING	Each

CLEANING EXISTING TEST TEE & CONNECTION
ITEM 603A

603A.01 WORK INCLUDED

This work shall consist of the cleaning of existing test tees and sewers or drains in accordance with these specifications. This work shall include: locating the existing test tee, exposing the existing test tee, and cleaning the existing test tee and connection to the main sewer. All labor, equipment and materials required to accomplish this work.

603A.02 CLEANING SEWER CONNECTIONS

All existing house sewer connections encountered in prosecution of the work, which are to be reconnected to the new sewer shall be thoroughly cleaned from main sewer to the test tee. This work shall be performed by the use of equipment and methods intended for that purpose, such as sewer rodding, snaking, jetting, flushing out with clean water, blowing out with compressed air or hydraulic vacuuming. Following the cleaning, the connections and traps shall be tested by means of the flow from a 2.5" minimum fire hose, or another approved method in the presence of a House Connection Inspector. At the direction of the Commissioner, the contractor shall snake from the basement using the appropriate equipment to clean the connection.

The cost of doing all the above work to be included in the unit price bid for pertinent 603A Cleaning Test Tee or cleaning connection.

603A.03 METHOD OF MEASUREMENT

The length of pipe to be paid for will be the actual number of Test Tees or connections cleaned. No additional money will be paid for restoration.

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603A.04 BASIS OF PAYMENT

The accepted quantities of Test Tees specified, will be paid for at the contract unit price per each cleaned.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
603A	CONNECTION CLEANED FROM TEST TEE	Each
603A	CONNECTION CLEANED FROM BASEMENT	Each

TELEVISION INSPECTION OF CONNECTIONS
ITEM 603B

603B.01 WORK INCLUDED

This work shall consist of obtaining internal video inspection of existing house service connections from main sewer, basement or test tee.

603B.02 REQUIREMENTS

All connections as directed by the Engineer shall be inspected. The Contractor shall furnish all labor and equipment for internal video inspection of the house connection. The Contractor shall notify the Commissioner in sufficient time prior to the inspection so that a representative of the Engineer may be present during the inspection. Inspection of the sewer connection from the main sewer shall be performed from the main sewer and the connection shall be video taped from the main sewer to the right-of-way line.

603B.03 RECORD

The sewer lines shall be photographed using VHS tape or DVD format. All record shall be clearly labeled showing each location inspected.

603B.04 REVIEW BY THE ENGINEER

Upon receiving the video inspection under this contract, the Commissioner shall review the record for quality and information.

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603B.05 RE-PHOTOGRAPHING

It shall be Contractor's responsibility to insure the quality of the tape or DVD. In the event that any of the work must be re-photographed due to poor quality video, the cost for doing such work shall be done at Contractor's expense. If for any reason a camera is lodged in line, the Contractor shall supply all equipment and labor to retrieve the camera and make such repairs as are necessary.

603B.06 METHOD OF MEASUREMENT

The sewer connection inspected to be paid for will be the actual number of locations authorized by the Commissioner and inspected.

603B.07 BASIS OF PAYMENT

The accepted quantities of sewer lines videoed, regardless of the size of sewer or length, will be paid for at the contract unit price per each location.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
603B	TV INSPECTION OF CONNECTION FROM BASEMENT	Each
603B	TV INSPECTION OF CONNECTION FROM TEST TEE	Each
603B	TV INSP. OF CONNECTION FROM MAIN	Each

DRIVES, WALKS, AND STEPS
ITEM 608

608.01 WORK INCLUDED

This work shall consist of constructing drives, walks, and steps of specified materials to replace the existing or to build the new drives, walks, and steps as called for on plans.

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608.02 MATERIALS

Materials used for this item shall be as specified in ODOT Specifications or as modified in the City Specifications Supplement thereto:

Concrete, Class C	499 and 511
Bituminous Material.....	404.01 and 304.02
Base Course Material.....	304.01 and 304.02
Crushed Aggregate.....	703.10
Expansion Joint Material.....	705.03
Reinforcing Steel.....	509.02

608.03 CONCRETE STEPS

Concrete steps shall be constructed in accordance with Section 608.06 of ODOT Specifications using Class C Concrete.

608.04 CONCRETE WALKS

Concrete walks shall be constructed of Class C Concrete as specified in Section 608.03 of ODOT Specifications and as modified in Section 608.03 Supplement thereto of the City.

608.05 INTERGRAL CONCRETE CURB AND WALK

Integral Concrete Curb and Walk shall be constructed of Class C Concrete as specified in Section 609.09 of City Specifications Supplement to ODOT and as detailed on the Standard Drawings.

Payment for this Item will be made under Item 608.

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608.06 BITUMINOUS WALKS

Excavation and forms shall conform to 608.03 of ODOT Specifications.
Base course material shall be 4 inches of Item 304.
Bituminous material shall be I coat of 407 Prime Coat applied at 0.4 Gal per Square Yard and 1-1/2 inches of 404 surface course compacted by means of hand roller or power roller of a type and weight acceptable to the Engineer.

608.07 CONCRETE OR BITUMINOUS DRIVES

Residence or business driveways having an existing hard surface shall be replaced with a pavement of similar type and thickness insofar as practical, but in general the makeup of driveway pavements shall follow the table listed below:

Type of Pavement	Residence Drives	Business Drives
Plain Concrete	6" – Item 452	8" – Items 452
Asphalt Concrete	6' – Item 304 or 411 1 Coat Item 408 at the Rate of 0.4 Gal./S.Y.	8' – Item 304 or 411 1 Coat Item 408 at the Rate of 0.4 Gal./S.Y.
	2" – Item 404 Applied in two 1" layers	1-1/4" – Item 402 1-1/4" – Item 404

608.08 LAWN RESTORATION

Unless otherwise called for on Plans or approved by the Engineer, an 18" strip of lawn along each edge of drive or walk will be the pay limit for lawn restoration to be paid under appropriate Item 659-Seeding and Mulching or Item 660-Sodding.

608.09 METHOD MEASUREMENT

Drives, walks, integral concrete curb and walks will be measured by the square foot of finished surface complete in place. Steps will be measured by the linear foot, along the front edge of each tread. Where steps are constructed with

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integral walls, each tread will be considered to extend from out to out of such walls.

608.10 BASIS OF PAYMENT

The accepted quantities of specific items of drives, walks, and steps will be paid for at the contract price and designated for each of the pay items. The contract price shall include all excavation, removal of surplus material, backfill, base course material, reinforcing steel, hand railing, expansion joint material, and all other related miscellaneous Items.

Payment will be made under:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
608	Concrete Drives	Square foot
608	Bituminous Drives	Square foot
608	Concrete Walks	Square foot
608	Integral Concrete Curb and Walk	Square foot
608	Bituminous Walks	Square foot
608	Concrete Steps	Linear Foot

SEEDING AND MULCHING
ITEM 659

659.01 WORK INCLUDED

Work to be done, under Item 659. shall consist of furnishing and placing all seed, agricultural liming materials, commercial fertilizer, and mulch, on area shown on the contract drawings and areas as directed by the Engineer. All areas, outside of specified limits where the vegetative growth has been injuriously disturbed or destroyed by the Contractor, shall be restored and seeded in accordance with these specifications and at no additional cost to the City.

659.02 GENERAL AND SUPPLEMENTAL CONDITIONS

All work to be under Item 659 shall conform to Items 659 ODOT Construction and Material Specifications.

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659.03 GENERAL

Liming materials and fertilizer, their rate of application and method of application, shall be according to ODOT 659.08. Mulching materials shall conform to ODOT 659.06, or as approved by the Engineer. Seeding and Mulching operations shall be performed in accordance with ODOT 659.09. Stripping, lifting, spreading, and placing of top soil shall be done according to ODOT 651, 652, 653, and 654. All the work done under ODOT Items 651, 652, 653, 654, and 659 shall be paid under Item 659 Seeding and Mulching.

659.04 METHOD OF MEASUREMENT

Seeding and Mulching to be paid for shall be the number of square yards of the area seeded and mulched in accordance with these specifications.

659.05 BASIS OF PAYMENT

Payment for accepted quantities under this item shall be made at contract price for:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
659	Seeding and Mulching	Square yard

SODDING
ITEM 660

660.01 WORK INCLUDED

This item shall consist of furnishing, handling, excavating for and preparing the bed, and placing sod on areas specified or directed by the Engineer.

660.02 SOD

Sod shall be either well rooted Kentucky Blue Grass, Marion Blue Grass, or Canadian Blue Grass containing a growth for not more than 30 percent of other grasses, and free from all noxious weeds such as wild mustard, thistles, quack grass, etc.

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660.03 LIFTING SOD

The sod shall be recently moved to a length of not more than 2 inches. It shall be cut into 18-inch wide strips of not less than 3 feet and not more than 6 feet long. Sod shall be delivered to job within 24 hours after being cut and shall be installed within 48 hours after being cut.

660.04 PREPARATION OF SOD BED

Commercial fertilizer 5-10-5 shall be evenly spread over the sod bed at the rate of 20 pounds per 100 square feet, then the bed shall be thoroughly disked, harrowed, or raked to a depth of not less than 1-inch. In dry weather, the bed shall be thoroughly watered.

660.05 PLACING SOD

No sod shall be placed when the temperature is below 32F, nor shall any sod be placed upon frozen soil. Sod shall be placed by hand with close joints and overlapping. After laying, the sod shall be watered and then tamped with approved sod tampers.

660.06 WATERING

The Contractor shall keep all sodded areas thoroughly moist for 2 weeks after sodding.

660.07 METHOD OF MEASUREMENT

Measurement of sodding shall be the actual number of square yards of area sodded, completed and accepted.

660.08 BASIS OF PAYMENT

Payment for accepted quantities will be made at contract price for:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
660	Sodding	Square yard

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**SEWAGE CLEAN UP
ITEM SPECIAL**

WORK INCLUDED

This work shall consist of cleaning sewage and other materials on a property including basements, caused by sewer back-ups. The work shall include removal of all materials, cleaning, sanitizing, and disposal. The work shall include cleaning and sanitizing with bleach and water.

REQUIREMENTS

The Contractor shall furnish all labor and equipment to perform the sewage clean up. Work shall commence within 24 hours of notification. Upon completion of clean-up the Commissioner of Water Pollution Control or designee shall be notified.

BASIS OF PAYMENT

The accepted basis of payment will be paid for at the contract unit price per each clean up.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
SPECIAL	CLEAN AND SANITIZE	LUMP SUM
SPECIAL	REMOVAL AND DISPOSAL OF MATERIALS	LUMP SUM

GENERAL CONDITIONS

B-1 CONSIDERATION OF BIDS.

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

B-2 UNACCEPTABLE BIDS.

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

B-3 REJECTION OR ACCEPTANCE OF BIDS.

The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid. In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.

B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.

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

B-5 WITHDRAWAL OF BID.

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

B-6 TIME OF AWARD.

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

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

B-7 AWARD CONTRACT.

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

B-8 PERFORMANCE BOND.

Contracts for the purchase of articles, supplies, commodities, materials, equipment or services shall be secured by a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least twenty-five percent (25%) of the contract price on materials supplied and at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. A performance bond is not required for standard purchase and requirements contracts awarded in the amount of \$500,000.00 or less, except that standard purchase and requirements contracts that are labor and materials contracts including, but not limited to painting, carpentry, plumbing, electrical, masonry, landscaping, snow plowing, fencing and trucking over \$100,000 but not more than \$250,000 shall require a bond of at least twenty-five percent of the contract price, and over \$250,000 but not more than \$500,000 shall require a bond of at least fifty percent of the contract price. 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-9 RELEASE OF BOND.

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

B-10 CANCELLATION OF CONTRACT.

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

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

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

- b. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.
- c. The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.
- d. The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.
- e. The Office of Equal Opportunity shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.
- f. The City's Sub-contractor Addition and Substitution Policy and Procedure is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: <http://www.city.cleveland.oh.us>.

B-12 DELAY FOR CAUSES BEYOND CONTROL.

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

B-13 PATENTS.

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

B-14 DELIVERY.

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

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

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

B-15 LABORATORY TEST.

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

B-16 FAILURE TO MEET SPECIFICATIONS.

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

B-17 SAFEGUARDS.

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

B-18 STATE OR FEDERAL TAXES.

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

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

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

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

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

B-21 INVOICING AND PAYMENT.

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

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

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

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

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

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-1922166. 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.

Rev 082312 jeh
Rev 1226/13rn

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 prior to any contract being awarded by the City. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two years.

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Prevailing Wage Notification

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

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

<http://198.234.41.198/w3/webwh.nsf?OpenDatabase>

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

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

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

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

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

The Contractor and all subcontractors shall submit to the City's Prevailing Wage Coordinator (CPWC) or other designated Department Representative, certified payrolls on form whpw1509 or equivalent form meeting the reporting requirements established by Ohio Revised Code Chapter 4115, in accordance with Sections 4115.07 and 4115.0719(c) O.R.C., three weeks after the start of work and every subsequent week until the completion of the project. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council must accompany all certified payrolls submitted for all apprentices working on the contract.

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

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

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

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

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

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

Jeh120709



Department
of Commerce

Division of Industrial Compliance

PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce - Division of Industrial Compliance - Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

As of September 29, 2013:

<p>“New” construction threshold level has been adjusted to :</p> <ul style="list-style-type: none"> The previous threshold for this type of construction was \$200,000 from September 29, 2012 through September 28, 2013 	<p>\$250,000</p>
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<p>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level has been adjusted to:</p> <ul style="list-style-type: none"> The previous threshold for this type of reconstruction was \$60,000 from September 29, 2012 through September 28, 2013 	<p>\$75,000</p>
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As of January 1, 2014:

<p>“New” construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:</p>	<p>\$84,314</p>
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<p>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:</p>	<p>\$25,261</p>
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- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
614-644-2239
www.com.ohio.gov



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Natoya J. Walker Minor, Director
Office of Equal Opportunity



DIVISION OF PURCHASES & SUPPLIES

Subcontractors Notice

There is no Subcontractor Participation (Utilization) Goal for this contract. However, per Section A 19(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 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.



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

The Subcontractor Participation Goals for this contract are:

20% CSB Participation

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

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

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

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."

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

Cleveland Area Business Code

NOTICE TO BIDDERS

1. Introduction:

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

2. Definitions:

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

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

enters into a particular Contract.

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

(2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

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

3. Required OEO Schedules:

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

Schedule 1: PROJECT CONTACT INFORMATION FORM

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

Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Schedule 2, the SCHEDULE OF SUBCONTRACTOR PARTICIPATION, identifies all of the subcontractors the Bidder or Proposer intends to use on the project. Each Bidder or Proposer must complete, sign and submit Schedule 2 and include it with its bid or proposal. Bidders or Proposers shall list all prospective subcontractors, including all CSB, MBE, and/or FBE subcontractors, that will participate on the contract, and all requested contact information. Bidders or Proposers shall include the contract specification item number(s) on which the subcontractor will participate in Part 1, the scope, or supplies/materials that the subcontractor will be responsible for will be documented on Part 2, with the corresponding dollar amount for the subcontract on Part 3. The total dollar amount in Part 3 must be an actual dollar amount, and should not be a range of values or a percentage of the contract.

Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Schedule 3, the STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR, verifies that the

certified CSB, MBE and/or FBE subcontractors listed on Schedule 2 have agreed to work with the Bidder or Proposer on the project, and that the two parties have agreed on general contract terms. Each certified CSB, MBE, and/or FBE listed as a prospective subcontractor on Schedule 2 shall complete, sign and return Schedule 3 to the Bidder or Proposer, and the Bidder or Proposer shall include the completed Schedule 3 with the bid or proposal. Part 1, Part 2 and Part 3 on each Schedule 3 must correspond with Part 1, Part 2 and Part 3, respectively, on Schedule 2 for the appropriate subcontractor.

No CSB, MBE, or FBE participation credit will be considered for a certified CSB, MBE and/or FBE subcontractor listed on Schedule 2 that does not have a corresponding, accurate Schedule 3 included in the bid or proposal.

If an MBE or FBE plans to re-subcontract any of its work, it must indicate that on Schedule 3. Any work re-subcontracted to a non-certified subcontractor will reduce the Bidder or Proposer's participation credit to the extent of the re-subcontracting.

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

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

Section B of Schedule 4 allows the Bidder or Proposer to document its efforts to solicit certified subcontractor participation for the project, thereby meeting the good faith effort requirement of the bid. Section B also allows the Bidder or Proposer to attach a written document explaining why subcontracting to the goals included in the bid or proposal documents is impossible or impractical due to the nature of the work, service or product being contracted by the bid or proposal. Contractors are obligated to demonstrate their good faith effort to meet the subcontracting goals for the contract, and failure to do so will result in the rejection of the bid or proposal.

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

4. Equal Employment Certification:

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

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

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

- (1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.
- (2) Each affirmative action program shall contain placement goals as follows:
 - (i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
 - (ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual's employment status for an unlawful discriminatory reason.
- (3) Identification of problem areas through analysis of the contractor's employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.
- (4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.
- (5) Internal auditing and reporting systems that monitor and examine the impact the contractor's employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.
- (6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.
- (7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor's proposed affirmative action program.

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

5. CSB Certification:

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

There are two classifications of CSBs:

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

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

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

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

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

6. CSB Contract Participation

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

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

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

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

Each Bidder or Proposer shall make a good faith effort to subcontract with certified CSBs in consistent with the goals prescribed in the bid or proposal documents.

7. MBE/FBE Certification:

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

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

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

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

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

8. MBE and FBE Contract Participation

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

Some City contracts will have specific MBE and/or FBE subcontractor participation goals. **These goals will be expressly stated in the Invitation to Bid (ITB) or Request for Proposal (RFP) in each contract where the goals are applicable.** When specific MBE and/or FBE goals are set forth in the ITB or RFP, the Bidder or Proposer shall make a good faith effort to meet them.

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

9. MBE/FBE Bid Discounts:

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

10. MBE/FBE Evaluation Credits:

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

11. MBE/FBE Subcontracting Bid Discounts and Additional Retainage:

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

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

12. CSB Bid Discounts:

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

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

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

13. CSB Evaluation Credits:

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

(1) An Evaluation Credit of five percent (5%) of the total points awarded for proposals received from CCSBs.

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

14. CSB Subcontracting Bid Discounts and Additional Retainage:

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

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

15. LPE and SUBE Certification:

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

16. LPE and SUBE Bid Discounts:

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

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

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

17. LPE and SUBE Evaluation Credits:

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

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

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

18. Maximum Annual Subcontracting Program Benefit:

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

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

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

19. CSB/MBE/FBE Manufacturer and Supplier Participation:

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

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

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

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

participation on the contract.

20. Joint Ventures:

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

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

Consistent with the U.S. Bureau of Census Standard Industrial Classifications, the City considers that a "general contractor" assumes responsibility for an entire construction contract, although it may subcontract part or all of the actual work to special trades or other contractors. The City does not consider that certification as a "general contractor" assumes or includes certification for any other trade or work. In order to qualify as a CSB, MBE or FBE Subcontractor, the CSB, MBE or FBE must be certified for the specific type of work indicated on Schedule 1, the Schedule of Subcontractor Participation.

22. Subcontractor Participation Compliance Monitoring

Once a contract is awarded through the bid or proposal process, the winning contractor is obligated to use the certified CSB, MBE or FBE subcontractors listed on the OEO Schedules and in the same participation amount indicated in the OEO Schedules. OEO will monitor this subcontractor participation throughout the course of the contract to ensure that the listed subcontractors are performing work on the project, and that they are being properly compensated for that work.

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

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

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

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

Community Benefit Policies:

- CODIFIED ORDINANCE 123 PREVAILING WAGE
- CODIFIED ORDINANCE 187 CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A LOCAL PRODUCER SUSTAINABLE DEVELOPMENT
- CODIFIED ORDINANCE 188 CLEVELAND RESIDENT EMPLOYMENT LAW
- CODIFIED ORDINANCE 189 LIVING WAGE
- Green Building Standards, Office of Sustainability

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



**City of Cleveland
Office of Equal Opportunity
Schedules Checklist**

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

Schedule 1: Project Contact Information Form

- Is all requested contact information included?
- Is the form complete and signed?

Schedule 2: Schedule of Subcontractor Participation

- Did you specify the total dollar amounts for each subcontract?
- Did you verify that each subcontractor is certified for the type of work to be performed?
- Is the form complete and signed?

Schedule 3: Statement of Intent to Perform as a Subcontractor

- Did the subcontractor specify the total dollar amount of the subcontract?
- If applicable, has the re-subcontracting section been completed?
- Is the form complete and signed by the subcontractor?

Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification

- Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
- If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
- Is the form complete and signed?



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION

Project Name:	
Bidder/Proposer Name:	

List ALL PROSPECTIVE SUBCONTRACTORS (Certified and non-certified) that will be participating on this contract. The Bidder or Proposer is responsible for verifying that each CSB, MBE and FBE Subcontractor listed is certified to perform the particular type of work they are expected to perform for the contract.

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:			\$
TOTAL			\$

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:			\$
TOTAL			\$

The prime contractor may not substitute subcontractors between the submission of bids and award of the contract. After the contract is awarded, the prime contractor may not substitute or shift subcontractors without written approval of the Director of OEO. When there are CSB, MBE and/or FBE goals established in the bid specifications, subcontractor substitutions must preserve the original bid participation percentage, unless the Director waives the requirement. The undersigned agrees that if awarded a contract, it will enter into a written agreement with each subcontractor listed above. If the total contract amount increases, the contractor shall use its best efforts to preserve the original CSB, MBE and/or FBE participation percentages for that increased amount.

Authorized Representative:			
Signature:		Date:	



City of Cleveland - Office of Equal Opportunity
SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION
ADDITIONAL SUBCONTRACTOR FORM

Project Name:	
Bidder/Proposer Name:	

Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$
Subcontractor:	Part 1: SPEC ITEM #	Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES	Part 3: SUBCONTRACT AMOUNT
Address:			\$
City, State, Zip:			\$
OEO Compliance Contact:			\$
Contact Email Address:			\$
Contact Phone:			\$
Company Type: CSB <input type="checkbox"/> MBE <input type="checkbox"/> FBE <input type="checkbox"/> Other <input type="checkbox"/> Non-Certified <input type="checkbox"/>			\$
Federal Tax ID#/EIN:	TOTAL		\$



City of Cleveland - Office of Equal Opportunity
SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Subcontractor Name:	
Bidder/Proposer Name:	
Project Name:	

Subcontractor is a: CSB
 MBE
 FBE

Have you (subcontractor) been notified by the Office of Equal Opportunity that you have met the annual subcontracting participation maximum for this calendar year? Yes No

The undersigned prospective subcontractor intends to perform work or furnish supplies/materials in connection with the contract as a (check all that apply):

- Individual
- Corporation organized and existing under the laws of the State of _____.
- Proprietorship,
- Partnership, or
- Joint Venture consisting of _____.

The CSB, MBE or FBE status of the undersigned contractor is confirmed in the Office of Equal Opportunity's registry of certified CSBs, MBEs and FBEs. The contractor is prepared to perform the following work items or parts thereof for the above contract.

Part 1: SPEC ITEM #s	Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS	Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS
		\$

RE-SUBCONTRACTING

The undersigned prospective subcontractor will re-subcontract work on this contract:

- Yes (If Yes, fill out a "Blank" Schedule 2 and indicate the subcontractors being used as 2nd Tier subcontractors.)
- No

The undersigned prospective subcontractor will enter into a written agreement with the Bidder or Proposer for the above work items after the award, but prior to the execution of the contract with the City of Cleveland.

Authorized Subcontractor Representative:			
Signature:		Date:	



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

Project Name:			
Bidder/Proposer Name:			

Note: Prime contractors are expected to use good faith efforts in utilizing CSBs, MBEs and FBEs as subcontractors whenever there are CSB, MBE and/or FBE participation goals established in the bid specifications. There may be instances, however, where Prime Contractors will not be able to achieve the prescribed CSB, MBE and/or FBE participation goals for a particular contract. This Schedule 4 allows Prime Contractors to demonstrate their good faith efforts in finding and soliciting CSBs, MBEs and FBEs to work on the contract. If the subcontracting goals for this contract are not met, failure to complete this schedule fully and completely may impact the evaluation of this bid or proposal.

Section A:

Please check one of the following:

- 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation **MEETING OR EXCEEDING** the goals set forth in the bid documents.
- 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that **DOES NOT MEET** the goals set forth in the bid documents.

If Box 1 is checked, no further documentation is necessary. Where Box 2 is checked, the Prime Contractor must provide a detailed explanation in Section B.

Section B:

If you checked Box 2 on Section A, you must check one of the following:

The Prime Contractor did not meet the CSB, MBE and/or FBE subcontractor participation goals for this contract because:

- 1. The Prime Contractor has made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but was unable to find subcontractors to perform the work for the reasons noted below. Please use the unavailability letter codes found on the following page.

CONTACTED CONTRACTOR	PROPOSED WORK/SUPPLIES	REASON FOR UNAVAILABILITY	DATE OF CONTACT	DATE RESPONSE RECEIVED
1.				
2.				
3.				
4.				

- 2. The Prime Contractor made an honest, purposeful attempt to solicit CSB, MBE and/or FBE subcontractor participation, but due to the nature of the work, service, or product contracted, additional subcontracting with CSBs, MBEs or FBEs is either impossible or impractical. The Prime Contractor has provided a detailed explanation of the nature of the work and the reasons that additional subcontracting is not possible on a separate attached page.

Authorized Representative:			
Signature:		Date:	