
**CITY OF CLEVELAND,
OHIO**

DEPARTMENT OF FINANCE



DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

March 25, 2015 & April 1, 2015

BID OPENS- Friday, April 17, 2015

**FILE NO. 49-15 Labor and Materials Necessary
to Test, Inspect, Maintain, Repair, Enhance or
Replace Electronic System**

FOR THE DIVISION OF WATER FOR THE
DEPARTMENT OF PUBLIC UTILITIES and AS
AUTHORIZED BY ORDINANCE 1340-13 PASSED
COUNCIL NOVEMBER 11, 2013

There will be a **NON-MANDATORY** Pre-bid
meeting Thursday, April 2, 2015 at 10:00 a.m.
Located Julius Ciaccia, Jr. IT Center, 2nd Floor
Conference Room, 1230 Chardon Road,
Cleveland, Ohio 44117



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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

Ord. No. 1340-13.

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

An emergency ordinance authorizing the purchase by one or more requirement contracts of labor and materials necessary to test, inspect, maintain, repair, enhance or replace HVAC systems and components, including boilers, ventilation and AC systems, environmental controls, software, and components, including rentals and installation, if necessary, for the Divisions of Water, Water Pollution Control, and Cleveland Public Power, Department of Public Utilities, for a period up to two years with two one-year options to renew, the first of which is exercisable through additional legislative authority.

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

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

Section 1. That the Director of Public Utilities is authorized to make one or more written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for a period up to two years with two one-year options to renew, of the necessary items of labor and materials necessary to test, inspect, maintain, repair, enhance or replace building protection systems, including, but not limited to heating, ventilation, and air conditioning systems or components, security systems or components, and fire protection system or components, including installation if necessary, in the approximate amount as purchased during

the preceding term, to be purchased by the Commissioner of Purchases and Supplies on a unit basis for the Divisions of Water, Water Pollution Control, and Cleveland Public Power, Department of Public Utilities. The first of the one year options to renew may not be exercised without additional legislative authority. If such additional legislative authority is granted and the first of the one-year options to renew is exercised, then the second of the one-year options to renew may be exercisable at the option of the Director of Public Utilities, without the necessity of obtaining additional authority of this Council. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines. Alternate bids for a period less than the specified term may be taken if deemed desirable by the Commissioner of Purchases and Supplies until provision is made for the requirements for the entire term.

Section 2. That the costs of the contract or contracts shall be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of any purchase under the contract, each of which purchases shall be made on order of the Commissioner of Purchases and Supplies by a delivery order issued against the contract or contracts and certified by the Director of Finance. ((RQN 2002 RL 2013- 34)

Section 3. That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative arrangements with other governmental agencies. The Director of Public Utilities may sign all documents that are necessary to make the purchases, and

may enter into one or more contracts with the vendors selected through that cooperative process.

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

Passed November 11, 2013.

Effective November 12, 2013.

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) \Rightarrow _____

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.

Social security number	_____
OR	
Employer identification number	_____

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

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 laws 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 where 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 the 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 entered 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 or 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

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

²However, 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 or 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 taxable 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
- REQUIREMENT CONTRACT BID

TO:
The Commissioner of Purchases and Supplies:

BID FOR Labor and Materials Necessary to Test, Inspect, Maintain, Repair, Enhance, or Replace Electronic Security Systems

FOR THE Department of Public Utilities

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

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

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

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

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

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

SIGN HERE CORPORATION OR FIRM

BY _____

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

TITLE OF OFFICER

BUSINESS ADDRESS OF BIDDER

STATE OF INCORPORATION

BID — SCHEDULE OF ITEMS

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

BID PAGE 1 OF 1
 BIDDER MUST
 COMPLETE & SIGN BELOW

TITLE OF BID **LABOR AND MATERIALS NECESSARY TO TEST, INSPECT MAINTIAN
 REPAIR EHANCE OR REPLACE ELECTRONIC SECURITY SYSTEM**

NAME OF FIRM
 STREET ADDRESS
 CITY STATE ZIP CODE

ORDINANCE NO. 1340-13 PASSED 11/11/13 SIGNED

DEPARTMENT OF **Public Utilities** DIVISION **WPC CWD CPP ORC**
 CITY RECORD ADVERTISEMENT DATES **MARCH 25, 2015 & APRIL 1 2015**
 _____ STANDARD CONTRACT BID
 _____x_____ REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE
 DATE

BUYER L. Strickland 216-664-2625
 216-664-2177 FAX
 lstrickland@city.cleveland.oh.us

BID OPENING **APRIL 17, 2015** 12:00 O'CLOCK NOON OFFICIAL TIME

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

BID - SCHEDULE OF ITEMS City of Cleveland Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				BID PAGE <u>1</u> OF <u>1</u> BIDDER MUST COMPLETE & SIGN BELOW																																																																																																																																																																																																																						
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<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;">Item</th> <th style="width:20%;">Manufacturer</th> <th style="width:15%;">Part Number</th> <th style="width:30%;">Description</th> <th style="width:10%;">QUANTITY</th> <th style="width:10%;">UNIT PRICE</th> <th style="width:10%;">EXTENTION</th> </tr> </thead> <tbody> <tr><td>1</td><td>Battery Patrol or Equivalent</td><td>CR2</td><td>Lithium Battery</td><td>200 EA</td><td></td><td></td></tr> <tr><td>2</td><td>HIS-ProWatch</td><td>OM40HONA</td><td>Smart Reader</td><td>2 EA</td><td></td><td></td></tr> <tr><td>3</td><td>HIS-ProWatch</td><td>OM30HONA</td><td>Smart Reader</td><td>2 EA</td><td></td><td></td></tr> <tr><td>4</td><td>His-Prowatch</td><td>PW6K11C w/Ethernet</td><td>Intelligent Controller</td><td>2 EA</td><td></td><td></td></tr> <tr><td>5</td><td>His-Prowatch</td><td>PW6K1R2</td><td>Card Reader Board</td><td>2 EA</td><td></td><td></td></tr> <tr><td>6</td><td>His-Prowatch</td><td>PW6K1IN</td><td>Input Board</td><td>2 EA</td><td></td><td></td></tr> <tr><td>7</td><td>His-Prowatch</td><td>PW6K1OUT</td><td>Output Board</td><td>2 EA</td><td></td><td></td></tr> <tr><td>8</td><td>Honeywell Video</td><td>HDCC8TP</td><td>Code Distributor</td><td>1 EA</td><td></td><td></td></tr> <tr><td>9</td><td>DYMO</td><td>LWVMSBP</td><td>Dymo Label/Write Version 4.000 Printer</td><td>2 EA</td><td></td><td></td></tr> <tr><td>10</td><td>EASYLOBBY</td><td>EL-SNAP-1</td><td>Drivers License scanner</td><td>2 EA</td><td></td><td></td></tr> <tr><td>11</td><td>DYMO</td><td>LWVMSDOME</td><td>Logitech Orbit PTZ Camera</td><td>1 EA</td><td></td><td></td></tr> <tr><td>12</td><td>HES or Equivalent</td><td>HE200560001</td><td>Smart Pack 2</td><td>2 EA</td><td></td><td></td></tr> <tr><td>13</td><td>HES or Equivalent</td><td>HES1006V 12/24vdc630</td><td>12/24v Strike</td><td>2 EA</td><td></td><td></td></tr> <tr><td>14</td><td>Securitron or Equivalent</td><td>SECURITRONM32</td><td>Dual Voltage Maglock</td><td>2 EA</td><td></td><td></td></tr> <tr><td>15</td><td>Pelco or Equivalent</td><td>CC3770UH6</td><td>Camera</td><td>2 EA</td><td></td><td></td></tr> <tr><td>16</td><td>Pelco or Equivalent</td><td>SD436-PG E</td><td>Indoor PTZ Day/Night 35x Zoom</td><td>2 EA</td><td></td><td></td></tr> <tr><td>17</td><td>Pelco or Equivalent</td><td>SD436-PG-E</td><td>Outdoor PTZ w/Wall & Corner Mount</td><td>2 EA</td><td></td><td></td></tr> <tr><td>18</td><td>Pelco or Equivalent</td><td>SD436-F-E</td><td>Indoor PTZ, in ceiling mount camera</td><td>2 EA</td><td></td><td></td></tr> <tr><td>19</td><td>AXIS</td><td>M7001</td><td>Single Channel Video Encoders</td><td>4 EA</td><td></td><td></td></tr> <tr><td>20</td><td>AXIS</td><td>P7210</td><td>Sixteen Channel Video Encoders</td><td>2 EA</td><td></td><td></td></tr> <tr><td>21</td><td colspan="3">Estimated funds to pay for any purchases that may be required for parts, materials, equipment and/or supplies, see C-6, C-10, and C-11 for complete details</td><td>\$30,000.00</td><td></td><td>Discount from list price _____%</td></tr> <tr><td>22</td><td colspan="3">Labor rates for any labor required for installation for Item 21.</td><td></td><td></td><td></td></tr> <tr><td></td><td colspan="3">A. Normal Working Hours - 8:00 a.m. to 5:00 p.m. Monday - Friday</td><td>40 hrs</td><td>\$ /hr</td><td></td></tr> <tr><td></td><td colspan="3">B. Overtime Hours - Monday - Friday</td><td>20 hrs</td><td>\$ /hr</td><td></td></tr> <tr><td></td><td colspan="3">C. Sunday, Saturday and Holiday Hours</td><td>10 hrs</td><td>\$ /hr</td><td></td></tr> <tr><td>23</td><td colspan="3">Amount for all labor and material after initial purchase to include quarterly maintenance, service calls, and Software License Agreements (SLA). To be paid monthly. Employees must be paid prevailing wage rate.</td><td>24</td><td>\$ /mo</td><td></td></tr> <tr><td colspan="4"></td><td></td><td style="text-align: right;">BID TOTAL</td><td>\$</td></tr> <tr><td colspan="4">All items are approximate quantities. The contract, if any, shall be for a two (2) year period, with two (2) one-year options to renew.</td><td></td><td>DELIVERY (Days)</td><td>PAYMENT DISCOUNT % Days</td></tr> <tr><td colspan="6" style="text-align: right;">FOR PURCHASING USE ONLY</td></tr> <tr><td colspan="6">ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.</td></tr> </tbody> </table>				Item	Manufacturer	Part Number	Description	QUANTITY	UNIT PRICE	EXTENTION	1	Battery Patrol or Equivalent	CR2	Lithium Battery	200 EA			2	HIS-ProWatch	OM40HONA	Smart Reader	2 EA			3	HIS-ProWatch	OM30HONA	Smart Reader	2 EA			4	His-Prowatch	PW6K11C w/Ethernet	Intelligent Controller	2 EA			5	His-Prowatch	PW6K1R2	Card Reader Board	2 EA			6	His-Prowatch	PW6K1IN	Input Board	2 EA			7	His-Prowatch	PW6K1OUT	Output Board	2 EA			8	Honeywell Video	HDCC8TP	Code Distributor	1 EA			9	DYMO	LWVMSBP	Dymo Label/Write Version 4.000 Printer	2 EA			10	EASYLOBBY	EL-SNAP-1	Drivers License scanner	2 EA			11	DYMO	LWVMSDOME	Logitech Orbit PTZ Camera	1 EA			12	HES or Equivalent	HE200560001	Smart Pack 2	2 EA			13	HES or Equivalent	HES1006V 12/24vdc630	12/24v Strike	2 EA			14	Securitron or Equivalent	SECURITRONM32	Dual Voltage Maglock	2 EA			15	Pelco or Equivalent	CC3770UH6	Camera	2 EA			16	Pelco or Equivalent	SD436-PG E	Indoor PTZ Day/Night 35x Zoom	2 EA			17	Pelco or Equivalent	SD436-PG-E	Outdoor PTZ w/Wall & Corner Mount	2 EA			18	Pelco or Equivalent	SD436-F-E	Indoor PTZ, in ceiling mount camera	2 EA			19	AXIS	M7001	Single Channel Video Encoders	4 EA			20	AXIS	P7210	Sixteen Channel Video Encoders	2 EA			21	Estimated funds to pay for any purchases that may be required for parts, materials, equipment and/or supplies, see C-6, C-10, and C-11 for complete details			\$30,000.00		Discount from list price _____%	22	Labor rates for any labor required for installation for Item 21.							A. Normal Working Hours - 8:00 a.m. to 5:00 p.m. Monday - Friday			40 hrs	\$ /hr			B. Overtime Hours - Monday - Friday			20 hrs	\$ /hr			C. Sunday, Saturday and Holiday Hours			10 hrs	\$ /hr		23	Amount for all labor and material after initial purchase to include quarterly maintenance, service calls, and Software License Agreements (SLA). To be paid monthly. Employees must be paid prevailing wage rate.			24	\$ /mo							BID TOTAL	\$	All items are approximate quantities. The contract, if any, shall be for a two (2) year period, with two (2) one-year options to renew.					DELIVERY (Days)	PAYMENT DISCOUNT % Days	FOR PURCHASING USE ONLY						ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.					
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C-1 SCOPE OF SERVICES

Purchase by requirement contract of the labor and materials necessary to test, inspect, maintain, repair, enhance, or replace electronic security systems for the Department of Public Utilities (DPU).

This requirement contract shall be for a period of two (2) years, with two (2) one-year options to renew. The current contract expires October 23, 2015. The unit prices bid for the two (2) year contract as well as the two (2) one (1) year options, if exercised by the City of Cleveland shall remain firm.

The contractor shall furnish all necessary and required labor, material, equipment, transportation, and shipping services needed to maintain and service all DPU Security Alarm Systems (Honeywell Pro-Watch, Honeywell Video Recording (FVMS), VidSys Physical Security Information Management System (PSIM), Radionics, Milestone Systems, SightLogix, and LobbyWorks) in accordance with the terms and conditions of the contract for the prices submitted on the Bid - Schedule of Items. The bidder is to bid prices on the attached Bid - Schedule of Items page. The bidder's bid prices shall include all fees and charges for assessment services to quantify and characterize maintenance or repair requirements, to make the necessary repairs, and shall include all shipping and handling for instruments and parts. All work is to be performed in accordance with Appendix A of this contract. This contract will be bid out for a flat rate to be paid monthly (Bid Item No. 23) plus Bid Items No. 1-22, that are needed to maintain the integrity of the system in addition to those items in Appendix A (i.e., service calls).

All work to be provided under this contract must be performed by qualified technicians that have been factory trained and certified by Honeywell (for Pro-Watch and), by VidSys Physical Security Information Management System (PSIM), by Radionics (for Radionics), by Milestone Systems (for Milestone), by SightLogix (for SightLogix), and for LobbyWorks (for LobbyWorks) on installation, testing, maintenance, repair and programming. All current training certificates/licenses from the aforementioned companies must be included with the bid. All work performed under this contract shall commence within a forty-eight (48) hour response time from the initial call for service. City of Cleveland (City) electricians, when possible, shall do all wiring that may need to be done. The contractor shall maintain detailed electronic records of all equipment service and maintenance tracked by instrument serial number and shall include dates and description of service/repairs. Upon completion of inspection or repair, records shall be forwarded to Robert Jarvis, Lt. 1230 Chardon Rd., Cleveland OH 44117.

The City shall have the option to have services performed on site by technicians or off-site at an authorized repair facility. If the unit is to be repaired off-site, the contractors shall pick-up the equipment at the unit's installed location and have it shipped to an authorized repair facility. All shipping under this contract shall be 2nd day delivery via the shipping method and provider of the contractor's choice. If the unit is to be repaired at an off-site location, it must be returned

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no later than 10 days after receipt of the equipment at the repair facility. Once the unit has been repaired at an off-site location, the contractor has the option of shipping the unit back to the end user via 2nd day delivery or by dropping it off at the end-user's work location.

C-2 PRE-BID MEETING/LAST DAY FOR QUESTIONS

- A. A pre-bid meeting will be held on the date and time as per the advertisement announcement. Bidders are cautioned that questions, clarifications, and information that may result from this meeting, could affect your bid. In addition, by City policy, this is the only opportunity for potential bidders to speak directly with DPU personnel prior to the award of the contract. Attendance at the pre-bid meeting is non-mandatory.

- B. The last day for questions is five (5) business days before the bid opening date. All questions should be submitted in writing to the buyer's attention, Lisha Strickland, by email, lstrickland@city.cleveland.oh.us or via fax, 216-664-2177.

C-3 DEFINITIONS

These Supplemental General Conditions amplify or modify the General Conditions. Where any article of the General Conditions is supplemented hereby, the original provisions remain in effect and the supplementary portion shall be considered as added. Where any article of the General Conditions is in conflict with these articles, the Supplemental General Conditions will govern.

C-4 BIDDER QUALIFICATIONS

The following list of information and documentation is required to be submitted as part of each bid and shall be attached to the bid package. Incomplete or missing items may be cause for the City to disqualify a bid. The contract will be awarded on both price and bidder qualifications. A qualified bidder must meet all requirements listed below.

The bidder must sign applicable non-disclosure forms provided by the City. The contractor must make delivery of equipment to the various sites as needed. The contractor shall provide a 24-hour contact number for emergencies.

REFERENCES: The bidder shall have extensive experience in providing service and maintenance of the systems listed in C-1. The bidder shall provide at least three (3) customer/client references including names of contacts and telephone numbers and the type of work performed by the contractor. The references required cannot include City or DPU personnel. The contractor shall also provide evidence of experience in this type of work along with any

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certifications/licenses to be submitted with the bid package. The bidder will also include current dealer authorization letters from Honeywell, VidSys, Milestone, SightLogix, and LobbyWorks with the bid package.

SERVICES PROVIDED BY CONTRACTOR: The contractor shall indicate which services will be performed as the contractor, and which services the contractor intends to subcontract. The City will have final determination if the subcontractor is acceptable.

SUBCONTRACTOR LIST: If the contractor chooses not to provide all services under the contract, the contractor shall submit with its bid a list of proposed subcontractors and state in which capacity the subcontractor will be used during the term of the contract. For each proposed subcontractor include: name, address, telephone and fax numbers, contact person, insurance certificates, and a statement in writing which details the portion of work each proposed subcontractor shall perform under this contract.

INSURANCE CERTIFICATES: The successful bidder will be required to have Workman's Compensation and the City must be named as an additional insured on any and all certificates of insurance. The successful bidder must demonstrate its ability to meet all the indemnification and insurance obligations of the contract. Documentation must be submitted before the contract is executed.

C-5 METHOD OF AWARD

Evaluation of the bids will be based on the bidder's ability to meet the requirements of this contract and the estimated quantity of the bid items multiplied by the unit price equals the extension (Bid Items 1 through 23). There will be one contract award for all items.

C-6 BID - SCHEDULE OF ITEMS AND CATALOG

The Bid - Schedule of Items lists the identified parts, labor, and materials necessary to maintain and service the aforementioned security systems.

Bid Item No. 21 is the estimated funds to be used for any items not specifically listed in the Bid - Schedule of Items, which may be required to maintain the security systems and shall be based on a percent reduction from the manufacturers catalog and price lists as required. Prices indicated, less any discount allowed, shall govern all purchases during the period of the proposed contract. Catalog and price list must be submitted by the successful bidder prior to final contract execution as part of this bid and must be signed by the same person and in the same manner as the bid form. CD-ROMs are preferred for catalogs and price lists, with four (4) copies required. Bid Item No. 22 is for any labor that may be necessary for the installation of any items purchased under Bid Item No. 21.

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All hardware and software furnished shall be new and unused. Any item offered or shipped during this contract shall be in first class condition, all containers shall be new and suitable for storage or shipment, and process shall include standard packaging and delivery, if applicable. The only exception will be for items that are no longer being manufactured. The City may require the bidder to provide proof from the manufacturer that an item has been discontinued.

Bidders must bid on all items specified in the Bid - Schedule of Items. Bid Items No. 2-11 and 19-20 on the Bid - Schedule of Items page are items for proprietary systems. As such, there is no approved equal manufacturer allowed for these items. Bidders are prohibited from replacing any of the other items in the Bid - Schedule of Items with alternative parts, unless that item is no longer manufactured or the item is an approved equal. Any alternative parts must provide equal or better performance, scalability, and availability as the original part specified in the bid. The bidder must also provide an explanation and a cut sheet for the replacement part, giving in detail, the extent of the exceptions and the reasons for which it was taken. The City reserves the right to accept or reject any replacement or alternative part provided by the contractor.

Upon awarding of the bid, the City shall purchase from the bidder, the quantities listed for Bid Items No. 1-20. These items will be stored at the contractor's facility. The City shall have the option of upgrading equipment and software. At the end of the contract, all unused items will be turned over to the City.

For Bid Items No. 1-20, thirty (30) days will be allowed to procure the items after the initial purchase. There will be a \$500.00 a day penalty assessed against the contractor for each day the preceding requirements are not met, unless prior approval from the City for a longer time frame is given.

In the event of any repair exceeding 50% of the replacement cost on any of the items the contractor must contact the representative of CWD for determination of whether repair or replacement of the item is preferred.

C-7 CONTRACTOR RESPONSIBILITY

The contractor shall be required to inspect every job to determine the proper method of transporting and repairing or replacing equipment under this contract. The contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, protection of workers, etc. Nothing in these Supplemental General Conditions or Specifications shall be construed as permitting work without so conforming to these requirements and/or any others included within these Supplemental General Conditions or Specifications.

Contractor shall provide at all times qualified supervision of the work performed under this contract. The contractor shall ensure that all work is performed by qualified factory-certified personnel. Contractor employees and subcontractors shall be equipped with proper safety gear

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and protective clothing, eye protection, and other materials prescribed by OSHA and other industry safety standards to safely perform the work.

C-8 ARRANGEMENT FOR SERVICES

The contractor shall have a designated project manager/contact person for all work performed under this contract. The contractor's project manager/contact person shall work with the City's representative to coordinate scheduling of projects.

Upon notification by the City that services are needed, the contractor shall make arrangements with Robert Jarvis, Lt., or his designee, to perform services under this contract. Notification may be verbal or written; however, verbal notification shall be followed by fax or email verification. Contractor shall call Robert Jarvis, Lt. or an appointed designee upon arrival and upon departure of the service site.

C-9 WARRANTY AND GUARANTEE

All parts and equipment provided under this contract shall have a minimum of a one-year warranty. All work/labor performed under this contract shall carry a minimum of a one-year guarantee.

C-10 DISCOUNTS

Discounts from printed price list may be plainly shown and the discount applicable to each page of any catalog or price list must be clearly stated. Catalog or price list must be signed by the bidder in ink, either on the page itself or by letter attached, which plainly and clearly identifies the page and the items on the page to which the discount applies. Any discount not clearly stated will be disregarded in determining the lowest and best bid and the price quoted will be considered as a net price as printed. Catalog and price list must be submitted by the successful bidder prior to final contract execution as part of this bid and must be signed by the same person and in the same manner as the bid form.

To ensure a truly competitive bid, parts discount where applicable will always be discounted from original equipment manufacturers current list price schedules and "aftermarket" manufacturers price schedules. Contractor must have access to all manufacturers' materials immediately as needed. Contractor will provide manufacturers price schedules so discounts can be verified.

Contractor will not use any type of price list they have prepared for their business. There is no valid way that this type of pricing can be compared to determine lowest and best bidder.

All prices must be from a bona fide manufacturer of the parts and equipment.

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Original equipment manufacturers products will be used in the vast majority of cases. However, there may be some exceptions. Should a substitute manufacturer's item be of equal quality and significantly lower in cost, the CDW may approve its use. However, contractor will never make this assumption without approval. Any substitutions of O.E.M. items must be approved by the CWD.

Furthermore, the contractor will never attempt to provide a substitute manufacturer's item as a means of realizing a greater profit at the expense of the City.

C-11 INVOICING AND PAYMENT (Supplement to General Conditions Section B-21)

A. INVOICING

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

- Original invoice to DPU, ATTN: Payables Unit, 1201 Lakeside Avenue, 4th Floor South, Cleveland, OH 44114. The failure to deliver copies of invoices to the indicated locations may lead to delays in payment.
- A detailed itemization of materials or services provided, including:
 - Date that DPU gave the work assignment to the vendor
 - DPU Release/Delivery Order Number for each individual job

B. PAYMENT

The vendor must adhere to the terms set forth above under the Delivery and the Invoicing sections. DPU will review invoices upon receiving them. In order to perform this review, CWD requires all of the following documentation:

- Relevant sections (e.g., the Bid - Schedule of Items section) of the contract with the vendor;
 - A City of Cleveland Delivery Order (DO) that authorized the specific service/materials being invoiced;
- Delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.) with an acknowledgement signature and date from a CWD employee;
- An accurate invoice.

The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice. The City will provide the contract and DO copies. A DPU

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employee will use the above four (4) documents to perform cross-checks to ensure accuracy in invoicing. If all is in order (e.g., delivered / invoiced items were authorized under the contract and DO, invoiced quantities were delivered, contract prices were invoiced, discounts applied, etc.), DPU will approve payment of the invoice through the City of Cleveland's internal processes. The City's Division of Accounts subsequently handles processing of the payment request, and the Division of Treasury issues the payment.

C-12 INDEMNIFICATION

The contractor shall assume responsibility for all equipment when such materials are transported or mailed to the contractor.

The contractor shall indemnify, keep and save harmless the City, its officers, agents and employees, against all suits or claims that may be based upon any injury to persons (including death) or property, including property in the care, custody, and control of the City, that may occur, or that may be alleged to have occurred in the course or as a result of the performance of all or any part of this contract by the contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of contractor or its employee, and whether or not the person(s) injured or whose property was damaged were third parties, the City, employees of contractor or employees of an authorized subcontractor; and the contractor shall at its own expense defend the City in all litigation, pay all attorney's fees and all costs and other expenses arising out of the litigation or claim, or incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees. Nothing herein shall be construed to limit the contractor's indemnification obligations to the limits of insurance provided. The maintenance of such insurance as outlined shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance maintained.

The indemnification obligations shall survive any termination of the contract.

Contractor further shall indemnify, defend and save harmless the City, its officers, agents and employees against any suits, claims, liability, expense, or loss resulting from the failure by contractor, its agents or subcontractors to comply fully with every Federal, State or local law, statute, regulation, ordinance or government directive which directly or indirectly regulates or affects the service and maintenance of gas detectors and calibration equipment to be performed by the Contractor and any other work performed by the contractor under this contract.

In any and all claims against the City and its officers, agents or employees, by any employee of contractor, subcontractors, its agents, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation,

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or benefits payable by or for the contractor, subcontractors, or other persons under applicable Workers' Compensation benefit or disability laws, it being clearly agreed and understood by the parties hereto that contractor expressly waives any immunity contractor might have had under such laws. By executing the contract, the contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.

C-13 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE REQUIREMENTS

A. The contractor shall maintain during the term of this contract such general liability insurance including but not limited to bodily injury, property damage, contractual liability, owners and contractors protective liability, products/completed operations coverage, and personal injury coverage wherein the City and the municipalities and political subdivisions in which the contractor shall perform work under this contract are named as additional insured. (special hazards such as business automobile liability insurance are addressed below.) Coverage shall protect the contractor and any subcontractor performing work under this contract from claims for damage for personal injury, bodily injury, including accidental death, as well as for claims for property damage, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or by anyone directly or indirectly employed by them. An original certificate of insurance and a copy of the additional insured endorsement naming the City and other additional insured shall be deposited with the Director prior to execution of the contract. Such documents shall be as to form, coverage, carrier and limits satisfactory to and approved by the Director of Law. The additional insured coverage provided to the City under the contractor's insurance policy(ies) shall be primary with respect to contractor's general liability notwithstanding other insurance covering the City. The amounts of insurance shall be as described below.

NOTE: Self-insurance is not acceptable.

B. General Liability: Including but not limited to Bodily Injury, Property Damage, Contractual Liability, Owners and Contractor's Protective Liability, Products/Completed Operations and Personal Injury. Such policy or policies shall be in an amount not less than a combined single limit of one million (\$1,000,000.00) for bodily injury and property damage per occurrence and, in the aggregate, including but not limited to, contractual liability, owners and contractors protective liability, personal injury as well as products/completed operations coverage of one million (\$ 1,000,000.00). Such coverage shall be on an occurrence basis. Coverage shall not be on a claims made basis. If a deductible or self-insured retention is assumed, the deductible or self-insured retention shall not exceed fifty thousand dollars (\$50,000.00) per occurrence and in the aggregate. This insurance shall include coverage for damage of property of any nature in the care, custody, or control of the contractor, or any property over which the contractor is directly or indirectly exercising physical control by reasons of the work to be performed.

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SECTION C - SUPPLEMENTAL GENERAL CONDITIONS

C. Special Hazards: The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required, or by separate policies of insurance in amounts as follows:

Business Automobile Liability: Business automobile insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than a combined single limit of one million (\$ 1,000,000.00) for bodily injury, including death, and property damage per occurrence.

D. The Contractor shall notify the Director of Law, in writing, at least ten (10) days before it cancels or reduces its insurance policy or coverage, and immediately upon the Contractor's receipt of notice from its insurance company of any cancellation or reduction of the required insurance policy or coverage.

Indemnification: The maintenance of such insurance as outlined shall in no way constitute a waiver of legal liability for damages to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance maintained. The contractor shall hold the City, the Director and his agents, and all named additional insured and their agents, free and harmless from any injury or damage resulting from the negligent or faulty performance by the contractor and its subcontractors.

E. Additional Insured: The contractor shall name all municipalities and political subdivisions in which work is performed under this contract, as additional insured on the insurance policy or policies required in this provision.

C-14 NO WAIVER OF LEGAL RIGHTS

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

C-15 NOTICE TO PROCEED

The language in General Conditions B-24, Duration of Contract or anywhere else in this contract notwithstanding the term of this contract shall begin when DPU issues a Notice to Proceed. At the City's discretion, the City may shorten the term of this contract to as much as two weeks less than the terms of the contract, in order to accomplish an orderly inventory of material. A Notice to Proceed shall not be issued until the contract has been fully executed and delivered to all parties.

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C-16 MANDATORY PRE-COMMENCEMENT MEETING

The successful bidder shall be required to attend a pre-commencement meeting prior to the execution of work on this contract. The successful bidder shall be notified in advance of the date of this meeting.

C-17 CORRECTION OF MATHEMATICAL ERRORS

A. If a bidder makes any mathematical errors in the bid sheets such that some or all of the bid numbers are mathematically inconsistent with each other, the City shall correct such errors as follows. The lowest level values or unit prices shall be deemed as indicating the bidder's true intent and shall be accepted as correct. All further calculations shall then be corrected, and these corrected values shall be cascaded throughout the entire set of bid sheets, potentially affecting the bidder's final bid price. Calculations subject to such correction include, but are not limited to:

1. The summing of labor and material unit prices into a total unit price;
2. The multiplication of unit price times quantity to arrive at the extension cost;
3. The summing of individual line items into totals or subtotals;
4. The multiplication of any subtotals or other values by contingency percentages or other factors; and
5. The transferring of subtotals or values from one sheet to another.

B. If the correction of any errors has an effect on the award of the contract, only the directly affected bidders will be notified in writing of the corrections and their affects.

C-18 PREVAILING RATES OF WAGES

A. Each person employed by the Contractor or by the Subcontractor for the work herein specified shall be paid the prevailing rates of wages as determined by the State of Ohio's Department of Commerce, Wage and Hour Bureau. Copies of the State's published and approved prevailing wage schedules can be obtained from the Division of Water's Contract Compliance Unit.

B. Changes instated by the State's Wage and Hour Bureau will be communicated to the prime Contractor by CWD's Contract Compliance Unit within seven (7) business days of its notification by the State. This includes increases in the required prevailing wages for a Work Class, the addition of a new Wage Class to the prevailing wage requirements, and other updates. Nonetheless, in accordance with Ohio Revised Code Chapter 4115, the Contractor and Subcontractor are required to implement these changes into their payrolls dating to the effective date for the change as given by the

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State.

C. Every Contractor and Subcontractor, who is subject to Chapter 4115 of the Revised Code shall, as soon as it begins performance under its Contract with the City, supply to the CWD Contract Compliance Unit a schedule of dates during the life of its Contract with the authority on which it is required to pay wages to employees. It shall also deliver to the Contract Compliance Unit a certified copy of its payroll within two (2) weeks after the first pay date made to its employees associated with this contract. The Contractor must also submit certified payroll reports covering weekly timeframes throughout the term of the contract, in complement to the invoicing schedule. (For instance, when a Contractor submits a month invoice, it is required to submit separate certified payroll reports for each of the weeks comprising that month.)

D. Each certified payroll report is require to contain the following information:

- Contractor (or Subcontractor) Name, as it appears on the Contract;
- Contractor (or Subcontractor) Mailing Address;
- Contractor (or Subcontractor) Telephone Number;
- Contractor (or Subcontractor) Facsimile Number;
- Contractor Federal Tax Identification Number;
- Name of prime Contractor;
- Contract Number;
- Contract Name/Title;
- Timeframe that the certified payroll report covers;
- A detailed listing of employee information, including:
 - First and Last Name of each employee working on any job under the prime's contract during the certified payroll timeframe;
 - Home Address of each employee listed;
 - Social Security Number of each employee listed;
 - Sex of each employee listed;
 - Race of each employee listed;
 - Work Class of each employee listed (in accord with the work classes defined by the Ohio Department of Commerce, Wage and Hour Bureau);
 - Hours Worked under the prime's contract for each employee listed, by day/date and separately identified as regular time or overtime;
 - Total Hours Worked under the prime's contract for each employee listed;
 - Base Rate for each employee listed, by the Work Class applied to the specific work performed;
 - Gross Earnings of each employee listed;
 - Each deductions and deduction amount for each employee listed, including medical,
 - Social Security, pension, vacation, union dues, et cetera;
 - Total taxes withheld of each employee listed;

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- Net Earnings of each employee listed.

The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof. It confirms that the payroll covered in the certified report is in compliance with Ohio Revised Code Chapter 4115 and, thereby, in compliance with this Contract in relation to wage rates, permissible deductions, and other requirements therein.

E. Failure to submit biweekly certified payroll reports and/or identified noncompliance items may result in withholding of invoice payments until the missing documentation and/or corrections made to certified payrolls to bring the Contractor/Subcontractor into compliance has been received.

F. Upon completion of the contract term and prior to final payment thereof, each Contractor or Subcontractor shall file with the CWD Contract Compliance Unit an affidavit stating that it has fully complied with Chapter 4115 of the Ohio Revised Code. Failure to do so may result in the withholding of remaining payments until submission.

G. All communications, document submissions, questions, et cetera regarding prevailing wage requirements should be directed to the following: Division of Water, Contract Compliance Unit, 1201 Lakeside Avenue, 4th Floor South, Cleveland, OH 44114.

C-19 OEO PARTICIPATION GOALS (Supplemental to A-17, A-18, and B-23)

Under Chapter 187.13C of the Codified Ordinances, the OEO participation goal for this requirement contract has been waived. Schedules 1-4 are not required.

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 a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on this contract.

You are encouraged to consider City-certified firms for any available subcontracting opportunities. A searchable database of all City-certified firms can be found on the City of Cleveland Office of Equal Opportunity Website: <http://cleveland.diversitycompliance.com>. On the website, click on CSB/MBE/FBE Registry.

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Appendix A

Monthly Maintenance Program is limited to the systems and objectives listed below.

1. Honeywell Pro-Watch Security Management/Access Control

Optimizing server performance and archiving data with DPU IT Department assistance. This service will be performed and reported on a quarterly basis. Verify the performance and the overall integrity of the security management system, by using controlled intrusions. Contractor will visually inspect all field controllers and associated batteries, door contacts, request to exit motion/push buttons, electric locks, local sounders, indoor motion sensors, outdoor microwave sensors, and fence detection components. The testing/maintenance will rotate between sites so all facilities are checked quarterly. The services will be performed throughout the year and reported semiannually. An SLA is maintained between the integrator and the manufacturer.

2. Honeywell Video Recording System

Optimizing DVR performance and archiving data with DPU IT Department assistance. This service will be performed and reported on a quarterly basis. Verifying camera performance, the contractor will visually inspect all cameras, camera power supplies, DVR's, and UPS backup power supplies. This will be performed throughout the year rotating between sites and reported quarterly. An SLA is maintained between the integrator and the manufacturer.

3. Vidsys Physical Security Information Management System (PSIM)

Optimizing server performance and archiving data with DPU IT Department assistance. This service will be performed and reported on a quarterly basis. Verify the performance and overall integrity of servers and software clients and client workstations. Contractor will visually inspect all servers and client workstations (CWS's). The testing will rotate between sites so all facilities containing servers or client workstations, are checked quarterly. The services will be performed throughout the year and reported semiannually. An SLA is maintained between the integrator and the manufacturer.

(THIS SERVICE WILL NOT BE REQUIRED IMMEDIATELY, BUT MAY BE REQUIRED LATER IN THIS CONTRACT, IN ACCORDANCE WITH CONTRACT EXTENSION OPTIONS)

4. Radionics Alarm System

On request from the City, these panels will be checked to ensure overall integrity. Repairs and programming shall be made upon request from the City.

5. Milestone

Optimizing server performance and archiving data with DPU IT Department assistance. This service will be performed and reported on a quarterly basis. Verify the performance and the overall integrity of servers, encoders, and code distribution units (CDR's). Contractor will visually inspect all servers, encoders, and code distribution units (CDR's). The testing/maintenance will rotate between sites so all facilities are checked quarterly. The services will be performed throughout the year and reported semiannually. An SLA is maintained between the integrator and the manufacturer.

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Appendix A

6. SightLogix

Optimizing server performance and archiving data with DPU IT Department assistance. This service will be performed and reported on a quarterly basis. Verify the performance and the overall integrity of all servers, site sensors, site trackers, and controllers. Contractor will visually inspect all servers, site sensors, site trackers, and controllers. The testing/maintenance will rotate between sites so all facilities are checked quarterly. The services will be performed throughout the year and reported semiannually. An SLA is maintained between the integrator and the manufacturer.

7. Lobbyworks

Optimizing server performance and archiving data with DPU IT Department assistance. This service will be performed and reported on a quarterly basis. Verify the performance and integrity of the Lobbyworks server, lobbyworks visitor registration stations. Contractor will visually inspect the lobbyworks server, lobbyworks visitor registration stations. The testing/maintenance will rotate between sites so all facilities are checked quarterly. The services will be performed and reported semiannually. An SLA is maintained between the integrator and the manufacturer.

All scheduling will be confirmed with the City prior to work being done.

**Labor and Materials Necessary to Test, Inspect, Maintain,
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**Appendix B
Site Location and Number of Devices**

Site	Div	Rdr drs	Rdr gates	status drs	dvr's	Cameras
1201	w	39	3	15	MS	24
1300	c	26	2	6	MS	2
1825	w				MS	6
1st dist	o	2			1	3
3rd dist	o	2			1	1
Baldwin ORC	o	2			MS	2
Baldwin	w	23	2	14	1	13
Bassett	w	1			1	1
Blossom Hill	o	2			1	3
Blossom Hill	w	2		3	1	2
Brecksville	w	1			1	2
Broadway	w	1		2	1	1
Cedar	w	1		1	MS	1
Collinwood	c			7	1	6
Crown SS	w	1			MS	5
Crown WTP	w	68	4	35	MS	30
Darrow Rd	w	2		3	1	2
Dover	w	1			1	1
E 11th	c	1		3		
East Industrial	c				1	2
ESS	c	3	2	7	1	2
Embassy	o	2			MS	3
Engle	w	1		9	1	2
Fairmont ST	w	1		1	1	1
Fairmont	w	12	1	2	2	13
Dist/Maint	w	44	7	91	MS	74
Henniger	c	1		2	1	2
Independence	w	1			1	1
Justice Center	o	1			MS	2
CRIB	w					2
Keller	w	2			1	3
Kinsman	w	1		1	1	2
Kirby	p	8	2	19	1	4
Kirtland	w	8	2	8	1	5
Lake Rd	c	2		1	1	5
Ledge Rd	w	1			MS	1
Morgan ST	w	1			MS	1
Morgan WTP	w	24	2	32	MS	32
Nine Mile SS	c	2			MS	8
N. East SS	c				MS	4
N Royalton	w	3		5	1	3

**Labor and Materials Necessary to Test, Inspect, Maintain,
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**Appendix B
Site Location and Number of Devices**

Site	Div	Rdr drs	Rdr gates	status drs	dvr's	Cameras
Nottingham SS	w	1			MS	2
Nottingham WTP	w	38	3	42	MS	39
Parma	w	23	6	23	MS	17
Pearl Rd	w	4	1	5	1	2
Pleasant Valley	w	1		1	1	2
Pofok SS	c	2			MS	6
Schaaf Rd	o	2			MS	3
Shepard	w	1		1	1	1
Sher-Hopkins	o	1			1	2
S Twinsburg	w	6	1	1	MS	2
Strongsville TWR	w	1			1	2
TASC	w	14		4	MS	4
W. 41 St.	c	7	3	7	1	11
SOE	c				1	4
Warrensville	w	2		2	1	4
Westpark	w	2	1	4	MS	3
TOTALS		398	42	357	33	381

w = Division of Water

c = Cleveland Public Power

p = Water Pollution Control

o = Office of Radio Communciations

**Labor and Materials Necessary to Test, Inspect, Maintain,
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Appendix C

	CWD	CLEVELAND DIVISION OF WATER PRIMARY AND REMOTE INSTALLATIONS:
1	CWD	BAGLEY VAULT 14865 BAGLEY RD. MIDDLEBURG HTS. OH 44130
2	CWD *	BASSETT TOWER 1820 BASSETT RD. WESTLAKE OH 44145
3	CWD *	BLOSSOM HILL TOWER 4000 OAKES RD. BRECKSVILLE OH 44141
4	CWD *	BRECKSVILLE TOWER 902 HIGHLAND RD. BRECKSVILLE OH 44141
5	CWD *	BROADWAY STATION 1010 BROADWAY AVE. BEDFORD HTS. OH 44146
6	CWD *	CEDAR STATION 27149 CEDAR RD. LYNDBURST OH 44124
7	CWD *	CHESTNUT VAULT 4041 CHESTNUT RD. SEVEN HILLS OH 44131
8	CWD *	DARROW TOWER 9877 DARROW RD. TWINSBURG OH 44087
9	CWD *	DOVER TOWER 4906 DOVER CENTER RD. NORTH OLMSTED OH 44070
10	CWD *	ENGLE STATION 6800 ENGLE RD. MIDDLEBURG HTS. OH 44130
11	CWD *	FAIRMONT SURGE TANK 12103 MT. OVERLOOK AVE. CLEVELAND OH 44120
12	CWD *	MORGAN SURGE TANK 1245 W. 45TH ST. CLEVELAND OH 44102
13	CWD *	GREEN RD. STATION 4095 GREEN RD. BEACHWOOD OH 44122
14	CWD *	INDEPENDENCE STATION 6531 BRECKSVILLE RD. INDEPENDENCE OH 44131
15	CWD *	KELLER TOWER 957 PEARL RD. BRUNSWICK OH 44212
16	CWD *	KINSMAN TOWER 25100 CHAGRIN BLVD. BEACHWOOD OH 44122
17	CWD *	LEDGE TOWER 233 LEDGE RD. NORTHFIELD OH 44067
18	CWD *	PARMA STATION 5981 PEARL RD. PARMA HTS. OH 44130
19	CWD	EFSSO BUILDING 5953 DEERING AVE. PARMA HTS. OH 44130
20	CWD *	PEARL RD. STATION 18640 PEARL RD. STRONGSVILLE OH 44136
21	CWD *	PLEASANT VALLEY STATION 5711 PLEASANT VALLEY RD. PARMA OH 44129
22	CWD *	SHEPARD STATION 10440 SHEPARD RD. MACEDONIA OH 44056
23	CWD *	SOUTH TWINSBURG TOWER 8021 BAVARIA DRIVE TWINSBURG OH 44087
24	CWD *	STRONGSVILLE TOWER 18778 ROYALTON RD. STRONGSVILLE OH 44136
25	CWD *	NORTH ROYALTON TANK AND STATION 15950 RIDGE RD. NORTH ROYALTON OH 44133
26	CWD	CROWN SHORE SHAFT LAKE RD. & CLAGUE RD. WESTLAKE OH (B-1 KEY)
27	CWD	NOTTINGHAM SHORE SHAFT NEFF RD. BY THE STATE PARK (B-1 KEY)
28	CWD	1201 LAKESIDE AVE. (PRIMARY) CLEVELAND, OH 44114
29	CWD	CONTROL CENTER (PRIMARY) 5953 DEERING AVE. PARMA HTS. OH 44130
30	CWD	CROWN FILTRATION PLANT (PRIMARY) 955 CLAGUE RD. WESTLAKE, OH 44145
31	CWD	MORGAN FILTRATION PLANT (PRIMARY) 1245 W. 45TH ST. CLEVELAND, OH 44113
32	CWD	NOTTINGHAM FILTRATION PLANT (PRIMARY) 1300 CHARDON RD. CLEVELAND, OH 44117
33	CWD	BALDWIN FILTRATION PLANT (PRIMARY) 11216 STOKES BLVD. CLEVELAND, OH 44104
34	CWD	FAIRMONT PUMP STATION (PRIMARY) 2316 WOODHILL RD. CLEVELAND, OH 44106
35	CWD	MAINTENANCE & DISTRIBUTION HARVARD (PRIMARY) 4600 HARVARD AVE. NEWBURGH HTS. OH 44105
36	CWD	KIRTLAND PUMP STATION 4900 S. MARGINAL RD. CLEVELAND, OH 44114
37	CWD	FIVE-MILE CRIB LAKE ERIE INTAKE
38	CWD	EFSSO BUILDING (PRIMARY, PARMA CONTROL CENTER) 5953 DEERING AVE. PARMA HTS. OH 44130
39	CWD	WESTPARK STATION (DIST) 4513 W. 130TH CLEVELAND, OH 44135
40	CWD	NOTTINGHAM STATION (DIST) 1300 CHARDON RD. CLEVELAND OH 44117
41	CWD	NOTTINGHAM ADMINISTRATION 1300 CHARDON RD. CLEVELAND, OH 44117
42	CWD	STRONGSVILLE STATION (DIST) 18640 PEARL RD. STRONGSVILLE OH 44136
43	CWD	CROWN SHORE SHAFT 309 CLAGUE ROAD BAY VILLAGE, OH 44140
44	CWD	FAIRMONT STATION (DIST) 2316 WOODHILL RD. CLEVELAND, OH 44106
45	CWD	SOUTH TWINSBURG TOWER (DIST) 8021 BAVARIA DRIVE TWINSBURG OH 44087
46	CWD	1825 LAKESIDE AVE. CLEVELAND, OH 44114
47	CWD	1060 LAKESIDE AVE. CLEVELAND, OH 44114
48	CWD	TECHNOLOGY AND SECURITY CENTER 1230 CHARDON ROAD CLEVELAND, OH 44117

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Appendix C

	CPP	CLEVELAND PUBLIC POWER REMOTE INSTALLATIONS:
1	CPP	1300 LAKESIDE 1300 LAKESIDE AVE. MAIN BUILDING CLEVELAND, OH 44114
2	CPP	WEST 41 ST. 2490 W. 41ST CLEVELAND, OH 44113
3	CPP	HENNIGER 3310 HENNIGER CLEVELAND, OH 44109
4	CPP	METER SHOP 1735 ST. CLAIR CLEVELAND, OH 44114
5	CPP	LAKE ROAD 5215 N. MARGINAL RD. CLEVELAND, OH 44114
6	CPP	COLLINWOOD 13935 ASPINWALL CLEVELAND, OH 44110
7	CPP	EAST INDUSTRIAL 4369 E. 158TH. CLEVELAND, OH 44128
9	CPP	SOUTHEAST 3860 E. 91ST. CLEVELAND, OH 44105
9	CPP	NINE MILE 12660 COIT ROAD CLEVELAND, OH 44108
10	CPP	POFOK HOLTON AVENUE CLEVELAND, OH 44104
11	CPP	EAST SIDE SERVICE CENTER 743 E. 140TH STREET CLEVELAND, OH 44128
12	CPP	RIDGE ROAD 3727 RIDGE ROAD CLEVELAND, OH 44144
13	CPP	EAST 53ST SUBSTATION CLEVELAND, OH 44114
	ORC	OFFICE of RADIO COMMUNICATION REMOTE INSTALLATIONS:
1	800-Megahertz	BALDWIN 2502 MARTIN LUTHER KING BLVD. CLEVELAND OH 44104
2	800-Megahertz	BLOSSOM 4402 OAK ROAD BRECKSVILLE OH 44141
3	800-Megahertz	EMBASSY 3775 PARK EAST DRIVE BEACHWOOD OH 44122
4	800-Megahertz	FIRST DISTRICT P.D. 3895 W. 130th ST. CLEVELAND OH 44111
5	800-Megahertz	THIRD DISTRICT P.D. 2001 PAYNE AVE. CLEVELAND OH 44114
6	800-Megahertz	JUSTICE CENTER 1215 WEST 3rd. ST. (ROOF) Cleveland OH 44113
7	800-Megahertz	NOTTINGHAM 1300 CHARDON RD. CLEVELAND OH 44117
8	800-Megahertz	WEST SCHAAF ROAD 721 W. SCHAAF RD. CLEVELAND OH 44109
9	800-Megahertz	SHERATON 1500 ROCKY RIVER DRIVE CLEVELAND OH 44135
10	800-Megahertz	BOSTON 18900 BOSTON ROAD STRONGSVILLE, OH 44136
11	800-Megahertz	RANNEY 28000 RANNEY PARKWAY WESTLAK, OH 44145
12	800-Megahertz	CHAGRIN 7560 Chargin Road CHAGRIN FALLS, OH 44023
13	800-Megahertz	DUNHAM 6800 DUNHAM ROAD WALTON HILLS, OH 44146
	WPC	WATER POLLUTION CONTROL REMOTE INSTALLATIONS:
1	WPC	12302 KIRBY AVE. OFFICE AND MAINTENANCE FACILITY CLEVELAND, OH 44108

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 PRINCIPALS FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

Name of Contractor or Subcontractor

By: _____

Title: _____

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

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 	\$250,000
<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 	\$75,000

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>	\$84,314
<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>	\$25,261

- 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.