

# BID ADVERTISEMENT FOR THE WEEKS OF

May 8, 2024 & May 15, 2024

## BID OPENS - WEDNESDAY MAY 29, 2024

**FILE NO. 62-24 Electrical Test Equipment & L& M to Maintain or Repair Test Equipment**

FOR THE DIVISION OF CLEVELAND PUBLIC POWER FOR THE DEPARTMENT OF PUBLIC UTILITIES AS AUTHORIZED BY ORDINANCE 881-2023. PASSED BY COUNCIL SEPTEMBER 25, 2023.

There will be a **NON-MANDATORY Pre-Bid Meeting, Thursday, May 16, 2024 at 2:00 pm., Via WebEx, to call into the meeting dial 1-415-655-0003,**

**Access Code 2318 889 9141.**

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



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**CITY OF CLEVELAND,  
OHIO**

**DEPARTMENT OF FINANCE**



**DIVISION OF PURCHASES AND SUPPLIES**

**INVITATION TO BID**

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

**Ordinance No. 881-2023**

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

**An emergency ordinance authorizing the purchase by one or more requirement contracts of various types of electrical test equipment and labor and materials necessary to maintain and repair electrical test equipment, including training when necessary, and maintenance, for the Division of Cleveland Public Power, Department of Public Utilities, for a period of two years.**

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

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

**Section 1.** That the Director of Public Utilities is authorized to make one or more written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for a two-year period of the necessary items of various types of electrical test equipment and labor and materials necessary to maintain and repair electrical test equipment, including training when necessary, and maintenance, 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 Division of Cleveland Public Power, Department of Public Utilities. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines. Alternate bids for a period less than the specified term may be taken if desired by the Commissioner of Purchases and Supplies until provision is made for the requirements for the entire term.

**Section 2.** That the costs of the contract or contracts shall be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of any purchase under the contract, each of which purchases shall be made on order of the Commissioner of Purchases and Supplies by a delivery order issued against the contract or contracts and certified by the Director of Finance. (RQN 2004, RL 2023-035)

**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 September 25, 2023.**

**Effective September 27, 2023.**

# City of Cleveland

DEPARTMENT OF FINANCE  
AHMED A. ABONAMAH  
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES  
TIFFANY JOHNSON  
COMMISSIONER

## BIDDER'S CHECK LIST

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

### CHECK WHEN COMPLETED

#### A. Bid/Schedule of Items

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

#### B. Bid Bond

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

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

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

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

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

#### E. Affidavit

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

#### F. Contract Compliance Certifications

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

#### G. Bid Envelope

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

#### H. Performance Bond

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

**I. Federal Tax ID Form (W-9)**

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

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

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

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

## INSTRUCTIONS TO BIDDERS

### A-1 INVITATION TO BID

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

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

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

### A-3 BIDDERS AFFIDAVIT

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

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

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



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

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

**A-6 EXPLANATIONS WRITTEN OR ORAL**

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

**A-7 PRICE BIDS AND DISCOUNTS**

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

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

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

**A-9 MANUFACTURER'S NAME**

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

**A-10 SAMPLES**

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

**A-11 TIME OF DELIVERY**

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

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

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

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

**A-13 REQUIREMENT CONTRACT DEFINED**

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

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

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

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

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

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

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

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

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

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

c. Maximum Cumulative Amount of All Bid Discounts:

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

d. Comparison Bid to Determine Lowest and Best Bidder:

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

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

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

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

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

Good faith participation shall include:

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

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

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

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

**A-19 SUBCONTRACTING:**

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

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

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

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



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

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

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

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

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

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

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

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

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

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

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

## Backup Withholding

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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



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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 654 or described in section 4947

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

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

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

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

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

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

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

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

#### Line 5

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

#### Line 6

Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

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

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

### Part II. Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

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

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

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

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

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

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

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

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

## Privacy Act Notice

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



## VENDOR INFORMATION FORM

Please fill in:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Remit \_\_\_\_\_

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

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

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

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

}

SS

AFFIDAVIT

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

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

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

**Corporation only:** That he/she is the duly authorized, qualified and acting \_\_\_\_\_  
of \_\_\_\_\_

a corporation organized and existing under the laws of the State of \_\_\_\_\_;  
and that said individual, said partnership or said corporation, is filling herewith a bid to the City  
of Cleveland in conformity with the foregoing specifications;

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

\_\_\_\_\_  
Affiant further says that he/she is represented by the following attorneys:

\_\_\_\_\_  
and is also represented by the following resident agents in the City of Cleveland:

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

\_\_\_\_\_  
Affiant further says that said partnership is represented by the following attorneys:

\_\_\_\_\_  
and is also represented by the following resident agents in the City of Cleveland:

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

President

Directors:

Vice President

Secretary

Treasurer

Cleveland Manager or Agent

Attorneys

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

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

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

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

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

Further affiant said not.

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

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

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

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

CITY OF CLEVELAND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

\_\_\_\_\_

as Principal, and

\_\_\_\_\_

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

THE CITY OF CLEVELAND

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

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

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

WHEREAS, the said principal is herewith submitting bid for

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

PRINCIPAL \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

TITLE \_\_\_\_\_

By \_\_\_\_\_

Attorney in Fact



CITY OF CLEVELAND

**BID FORM**

STANDARD CONTRACT BID  
 REQUIREMENT CONTRACT BID

TO: The Commissioner of Purchases and Supplies:

BID FOR: Electrical Test Equipment & L & M to Maintain/Repair Test Equipment

FOR: The Department of: Public Utilities

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

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

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

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

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

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

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

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

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

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

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

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

BID — SCHEDULE OF ITEMS						
<b>City of Cleveland</b> <b>Division of Purchases and Supplies</b> <b>128 City Hall</b> <b>Cleveland, Ohio 44114</b>				<b>BIDDER MUST COMPLETE AND SIGN BELOW</b>		
<b>TITLE OF BID</b>				<b>NAME OF FIRM</b>		
Purchase of Various Electrical Test Equipment and Labor and Materials Necessary to Maintain or Repair Electrical Test Equipment, Including Training When Necessary				<b>STREET ADDRESS</b>		
<b>ORDINANCE NO.</b>		<b>PASSED:</b>		<b>SIGNED</b>		<b>CITY      STATE      ZIPCODE</b>
881-2023		September 25, 2023		September 27, 2023		
<b>DEPARTMENT</b>		<b>DIVISION</b>				<b>AUTHORIZED SIGNATURE</b>
Public Utilities		Cleveland Public Power				
<b>CITY RECORD ADVERTISEMENT DATES</b>		<b>STANDARD CONTRACT BID</b>		<b>DATE:</b>		
		<input checked="" type="checkbox"/> <b>REQUIREMENT CONTRACT BID</b>				
<b>BUYER</b>			<b>BID OPENING</b>			<b>OFFICIAL TIME</b>
Division of Purchases and Supplies (216) 664-2620 purchasing@clevelandohio.gov			12:00 O'CLOCK NOON			
<b>DESCRIPTION</b>			<b>QTY.</b>	<b>UOM</b>	<b>UNIT PRICE</b>	<b>EXTENSION</b>
<b>GROUP A - PURCHASE TEST EQUIPMENT</b>						
A.1	Cable Fault Locating Equipment, as specified Megger part no. SFX40-25P-2-G-S-U or approved equal Delivery weeks _____ MANUFACTURER _____ PART # _____		2	EA	\$ _____	\$ _____
A.2	Cable Fault Locating Equipment, as specified Megger part no. ST25-M-M1-50-12-M-S or approved equal Delivery weeks _____ MANUFACTURER _____ PART # _____		2	EA	\$ _____	\$ _____
A.3	10 Kv Insulation Resistance Tester, as specified Megger part no. S1-1068-US, 1003-010 or approved equal Delivery weeks _____ MANUFACTURER _____ PART # _____		4	EA	\$ _____	\$ _____
A.4	Battery Impedance Tester, as specified Megger part no. BITE 2 2460028 or approved equal Delivery weeks _____ MANUFACTURER _____ PART # _____		2	EA	\$ _____	\$ _____
A.5	Digital Hydrometer Kit Megger part no. 2001-692 or approved equal Delivery weeks _____ MANUFACTURER _____ PART # _____		3	EA	\$ _____	\$ _____
<b>ALL ITEMS ARE APPROXIMATE QUANTITIES. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO YEARS.</b>					<b>DELIVERY (Days)</b>	<b>PAYMENT DISCOUNT</b>
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.						% Days
<b>FOR PURCHASING USE ONLY</b>						

BID SCHEDULE OF ITEMS				BIDDER MUST COMPLETE AND SIGN BELOW	
TITLE OF BID				NAME OF FIRM:	
Purchase of Various Electrical Test Equipment and Labor and Materials Necessary to Maintain or Repair Electrical Test Equipment, Including Training When Necessary					
AUTHORIZED SIGNATURE:				DATE:	
DESCRIPTION	QTY.	UOM	UNIT PRICE	EXTENSION	
<b>GROUP A - PURCHASE TEST EQUIPMENT (Cont'd)</b>					
A.6	Multi-Phase Relay Test System, as specified Megger part no. SMRT410-41P1FIA3T1 or approved equal with STVI-10 Handheld Controller Delivery weeks _____ MANUFACTURER _____ PART # _____	1	EA	\$ _____	\$ _____
A.7	Power Quality Analyzer Megger part no. MPQ2000 or approved equal with 3 MCCV6000-18 and 3 CP-5CE-ID current clamps Delivery weeks _____ MANUFACTURER _____ PART # _____	2	EA	\$ _____	\$ _____
<b>TOTAL GROUP A</b>					\$ _____
<b>GROUP B - PURCHASE TEST EQUIPMENT</b>					
B.1	PURCHASE Miscellaneous Test Equipment as Needed Contractor will furnish complete catalogues and price list Discount off list price _____% per Section C-8 and C-10	Allowance	N/A	_____%	\$150,000.00
B.2	Shipping Charges for Miscellaneous Test Equipment billed at actual cost	Allowance	N/A		\$10,000.00
<b>TOTAL GROUP B</b>					\$ _____
<b>GROUP C - REPAIR/CALIBRATE EXISTING TEST EQUIPMENT</b>					
C.1	Labor, Hourly Rate (Monday - Friday, 8:00 a.m. to 5:00 p.m.) Regular Work Hours (No Premium Time)	200	Per Hr	\$ _____	\$ _____
C.2	Material on Billed invoice including Freight at Cost Discount off list price _____% or Markup _____% Per C-10 and C-11	Allowance	N/A	_____%	\$26,000.00
<b>TOTAL GROUP C</b>					\$ _____
<b>GROUP D - TRAINING</b>					
D.1	Sub-Station Maintenance 1 On site training, complete as specified, cost per course. Per D.7.1	1	EA	\$ _____	\$ _____
D.2	Sub-Station Maintenance 11 On site training, complete as specified, cost per course. Per D.7.2	1	EA	\$ _____	\$ _____
D.3	Transformer Maintenance and Testing On site training, complete as specified, cost per course. Per D.7.3	1	EA	\$ _____	\$ _____
<b>ALL ITEMS ARE APPROXIMATE QUANTITIES. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO YEARS.</b>				DELIVERY (Days)	PAYMENT DISCOUNT
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.				%	Days
<b>FOR PURCHASING USE ONLY</b>					

BID SCHEDULE OF ITEMS				BIDDER MUST COMPLETE AND SIGN BELOW	
TITLE OF BID				NAME OF FIRM:	
Purchase of Various Electrical Test Equipment and Labor and Materials Necessary to Maintain or Repair Electrical Test Equipment, Including Training When Necessary					
AUTHORIZED SIGNATURE:				DATE:	
DESCRIPTION	QTY.	UOM	UNIT PRICE	EXTENSION	
<b>GROUP D - TRAINING (Cont'd)</b>					
D.4	Cable Testing and Fault Location On site training, complete as specified, cost per course. Per D.7.4	1	EA	\$ _____	\$ _____
D.5	Fiber Optic Splicing and Testing Basic On site training, complete as specified, cost per course. Per D.7.5	1	EA	\$ _____	\$ _____
D.6	Circuit Breaker Maintenance (SF6) On site training, complete as specified, cost per course. Per D.7.6	1	EA	\$ _____	\$ _____
D.7	Sub-Station Maintenance I Remote training, cost per course. Per D.7.1	1	EA	\$ _____	\$ _____
D.8	Sub-Station Maintenance II Remote training, cost per course. Per D.7.2	1	EA	\$ _____	\$ _____
D.9	Transformer Maintenance and Testing Remote training, cost per course. Per D.7.3	1	EA	\$ _____	\$ _____
D.10	Cable Testing and Fault Location Remote training, cost per course. Per D.7.4	1	EA	\$ _____	\$ _____
D.11	Fiber Optic Splicing and Testing Basic Remote training, cost per course. Per D.7.5	1	EA	\$ _____	\$ _____
D.12	Circuit Breaker Maintenance (SF6) Remote training, cost per course. Per D.7.6	1	EA	\$ _____	\$ _____
<b>TOTAL GROUP D</b>					\$ _____
<b>TOTAL BID - ALL GROUPS A THROUGH D</b>					\$ _____
<b>ALL ITEMS ARE APPROXIMATE QUANTITIES. THE CONTRACT, IF ANY, SHALL BE FOR A PERIOD OF TWO YEARS.</b>				DELIVERY (Days)	PAYMENT DISCOUNT
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.				%	Days
FOR PURCHASING USE ONLY					

## GENERAL CONDITIONS

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

**B-8 PERFORMANCE BOND.**

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

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

**B-9 RELEASE OF BOND.**

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

**B-10 CANCELLATION OF CONTRACT.**

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

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

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

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

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

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

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

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

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

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

**B-13 PATENTS.**

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

**B-14 DELIVERY.**

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

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

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

**B-15 LABORATORY TEST.**

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

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

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

**B-17 SAFEGUARDS.**

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



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

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

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

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

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

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

**B-21 INVOICING AND PAYMENT.**

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

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

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

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

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

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

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

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

**B-22 EQUAL OPPORTUNITY.**

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

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

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

**B-23 DURATION OF CONTRACT.**

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

**B-24 REDUCTION IN PRICES.**

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

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

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

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

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

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

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

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

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

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

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

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

**B-28 INDEMNITY**

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

**B-29 WARRANTY**

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

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

#### **B-30 OHIO CAMPAIGN FINANCE LAW**

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

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

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

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

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

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

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

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

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

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
DEPARTMENT OF PUBLIC UTILITIES – DIVISION OF CLEVELAND PUBLIC  
POWER**

**PURCHASE OF VARIOUS ELECTRICAL TEST EQUIPMENT AND LABOR  
AND MATERIALS NECESSARY TO MAINTAIN OR REPAIR ELECTRICAL  
TEST EQUIPMENT, AND TRAINING IF NECESSARY**

**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

**C-1 SCOPE OF SERVICES**

This specification is for the (A) PURCHASE of transmission, distribution, and substation test equipment as required including warranty; (B) PURCHASE of test equipment used for testing substation equipment including, but not limited to, transformers, switchgear, breaker, batteries, and fiber optic splicing as required by the City of Cleveland, Division of Cleveland Public Power; (C) REPAIR of existing transmission, distribution, and substation test equipment to ensure reliability and quality of service of Cleveland Public Power substations; and (D) Provide miscellaneous equipment training services as described. The contract or contracts shall be for a period of two (2) years.

**C-2 CITY FORMS**

Failure to submit the following City of Cleveland (City) forms properly, **will** cause your bid to be non-responsive.

- A. Bid Bond
  - 1. Use the City's Bid Bond form.
  - 2. Follow the instructions in Part B and C of the Bidder's Check List completely.
  - 3. A bid bond is not required if your total bid is \$50,000.00 or less.
  
- B. Bid Form
  - 1. Indicate whether you are submitting a bid bond or a cashier's check/certified check in the amount of 5% of your bid total.
  - 2. The information at the bottom of the page must be filled out completely and signed by an officer of the corporation or firm.
  
- C. Affidavit
  - 1. The first three lines of the affidavit must be filled out stating the state, county, and name of the person being sworn.
  - 2. The state on page one must be the same state as the notary's commission stamp that appears at the bottom of page two.
  - 3. Be sure that the proper lines are used on page two for signing for the person that is being sworn.
  - 4. Fill out all necessary information on both sides of the affidavit.

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

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

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

B. The last day for questions is five (5) business days before the bid opening date. All questions must be submitted in writing to the Division of Purchasing & Supplies' attention, Email: [purchasing@clevelandohio.gov](mailto:purchasing@clevelandohio.gov), or via fax, 216-664-2177.

**C-4 APPROXIMATE QUANTITIES**

The quantities of work to be completed or material or equipment to be furnished as given for each item on the Bid-Schedule of Items pages are estimates only. They are not guaranteed to be accurate statements and quantities to be performed or furnished under this contract, and any departure there from will not be considered as valid grounds for any claim for damage or for loss of profits.

**C-5 UNIT PRICES**

All prices quoted or percentages shall be on a per unit basis as indicated on the Bid-Schedule of Items pages and shall include all costs for handling and delivery, F.O.B. point of delivery.

The term of any contract(s) awarded will be for two years. The unit prices bid shall remain firm for the two-year period.

The manufacturer's name, part numbers and delivery days in weeks must be entered in the proper spaces where indicated on the Bid-Schedule of Items pages for each type of item as requested.

Bidders shall quote their best/normal delivery time in weeks after receipt of order.

**C-6 METHOD OF MAKING AWARD**

The award shall be made to the lowest and best bidder based on price, delivery time,



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discount offered and conformance to specifications. This contract work shall be awarded as follows:

a. Group A – Purchase Test Equipment

The award for this group will be made by determining the lowest and best bid as a group or by the lowest and best bid for each item or any combination of items. To receive an award by group, the bidder must bid on all items within the group.

b. Group B – Purchase Test Equipment

The award for this group will be based on the best discount off the list price provided by the bidder.

c. Group C – Repair/Calibrate Existing Test Equipment

The award for this group will be based on the lowest and best hourly rate along with the best material discount including warranty provided by the bidder.

d. Group D – Training

Training shall be awarded to the lowest and best bid for the classes described involving Successful completion on the use of test equipment and provision of continuing Education credits (CEU's) to class participants.

**C-7 EVALUATION OF BIDS**

The Division of Cleveland Public Power will accept the bid of the lowest and best bidder for each Group of items called out in the specification. Cleveland Public Power may reject bids for improper submittal of documentation, incomplete submittal of documentation and/or unsubstantiated information within submittal. **Performance, cost, timeliness, and safety shall be considered as of the essence of the contract and/or contracts.**

**C-8 CATALOG AND PRICE LIST**

Each bidder must supply their manufacturer's latest complete or portion of their standard catalog and price list with their bid. The catalog, price indicated and multiplier, shall govern all purchases during the period of the contract. The catalog and price list submitted as part of this bid must be signed by an authorized representative, and in the same manner as the Bid-Schedule of Items pages.

a. Group A – Purchase Test Equipment

Prices for these specific items shall be entered on the Bid-Schedule of Item page and shall include all shipping charges and a minimum of one (1) year warranty

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on the equipment except the camera which shall be warranted for 2 years.

b. Group B – Purchase Test Equipment

Prices for these items shall be determined from the bidder's supplied price list, all shipping charges will be paid at actual cost and the items shall include a minimum of a one (1) year warranty.

**C-9 EFFECTIVE PRICE LIST**

The contract shall be based on the manufacturer's latest standard published pricelist in effect at the time of order of any equipment, less the Federal excise tax and as adjusted by the multiplier entered on the Bid – Schedule of Item page. Any equipment, not contained in the manufacturer's latest standard published pricelist accompanying the bid, and placed on the market subsequently during the contract period shall be included and be priced at the prices set forth in such price list at the time of order and subject to the discount as bid.

**C-10 DISCOUNTS**

Discounts from printed price list must be plainly shown and the discount applicable to each part of any catalogue or price list must be clearly stated and signed in ink, either on the page itself or in a letter attached to and made part of the Bid – Schedule of Item pages and noted thereon, which plainly and clearly identifies the page and the items on the page 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. Whenever a catalogue or printed list shows more than one price list as the published list for different classes of buyers, it will be necessary for the bidder to mark and sign each such page or on the catalogue price list in ink, either on the page itself or by a letter attached to and made part of the bid noted thereon, which plainly and clearly identifies the page and the columns on the page as the particular columns which the bidder is quoting. Any price list or catalogue printed with more than one column or prices and not so marked will be rejected as not being in accordance with the terms of this bid.

**C-11 GROUP C –REPAIR/CALIBRATION OF EXISTING TEST EQUIPMENT**

The equipment repair and installations to be furnished pursuant to this contract shall be made by a manufacturer or installer regularly engaged in such work, and who has furnished similar installations which have been in successful and continuous operation for at least five (5) years.

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a. HOURLY RATE

The hourly rate bid must include all overhead charges.

b. MATERIAL COST MULTIPLIER

Material discount or adder is to be applied to all material needed to repair equipment. Contractor is to attach a copy of the vendor's invoice showing their cost.

The discount or adder must be clearly noted on the Bid – Schedule of Item pages.

c. BIDDER WARRANT

Bidder must warrant all repairs for a minimum period of one (1) year.

d. SHIPPING/FREIGHT CHARGES

All freight charges shall be billed at actual cost.

e. WRITTEN ESTIMATE

Vendor must provide a written "not to exceed" estimate of any repairs and submit the estimate to CPP for approval prior to proceeding with any repair work. CPP will approve the work to be completed in writing as notice to proceed.

**C-12 MATHEMATICAL ERRORS**

- A. If the bidder makes any mathematical errors in the bid sheets such that some or all 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 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 other factors, if contingency allowance applies.
  5. The transferring of subtotals or values from one sheet to another.

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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 effects.

**C-13 GUARANTEE**

The bidder shall guarantee that the material as furnished by him shall be free from all inherent defects of design, material, and workmanship for a period of one (1) year after delivery. He shall rectify, entirely at his own expense, any inherent defects that may develop in the said guarantee period. The city will not pay freight or shipping expenses for returning defective materials.

**C-14 WARRANTY**

The bidder shall warrant that the finished product shall be free from all defects of design, materials, and workmanship for a period of one (1) year after final acceptance of all work performed under this contract. The contractor shall rectify, entirely at his own expense, any defects that may develop in said warranty period.

**C-15 METHOD OF SHIPMENT**

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

**C-16 DELIVERY (Supplement to General Conditions Section B-14)**

All items to be furnished and as ordered under the terms of these specifications shall be delivered between the hours of 8:30 A.M. to 3:30 P.M., Monday through Friday, to the City of Cleveland, Cleveland Public Power, Operations Center located at:

Cleveland Public Power  
2490 West 41<sup>st</sup> Street  
Cleveland, OH 44113

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

**C-17 NO WAIVER OF LEGAL RIGHTS**

Neither acceptance of, nor payments for, the work or goods or services hereunder, or any part of them, nor any extension of time, nor any possession taken by the City shall

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operate as a waiver of any portion of the Contract, nor shall a waiver or any default or breach of the Contract be held to be a waiver of any other or subsequent default or breach.

**C-18 REQUESTS FOR FINANCIAL REPORTS**

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

**C-19 INVOICING AND PAYMENT (Supplemental to General Conditions Section B-21)**

**A. INVOICING**

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

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

1. The failure to delivery copies of invoices to the indicated locations may lead to delays in payment.
2. A copy of the invoice should be delivered to the CPP location as listed on the delivery order.
3. A detailed itemization of materials or services provided, including:
  - a. Date the CPP gave the work assignment to the vendor along with the Release/Action Order.
  - b. CPP Delivery Order number for each individual job.
  - c. Include the part number(s), and manufacturer name of the materials, quantity shipped, the date of shipment, the date of billing, the company name, the release order number, location shipped to, the description of the activity, applicable discount or markup and extension, to include City's actual cost.
  - d. Payment requests shall be submitted monthly reflecting work performed

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during the previous month and shall be an "Aging Invoice" statement.

Invoices shall be submitted as appropriate to the terms of the purchase or repair.

- e. The bidder must provide firm documentation of the invoice cost from item(s) being purchased at the time of the transaction or with the invoice. The bidder will then apply their quoted discount or markup to arrive at the City of Cleveland, Division of Cleveland Public Power's actual cost. All invoices must include both invoice cost and City of Cleveland cost after markup is applied. The bidder is advised that invoices will not be paid unless they are submitted as specified.

**B. PAYMENT**

1. The vendor must adhere to the terms set forth above and under C-11 Delivery and C-16 Invoicing. CPP will review invoices upon receiving them. In order to perform this review, CPP requires all of the following documents.
2. Relevant sections (e.g., the Schedule of Items section) of the contract with vendor.
3. A City of Cleveland Delivery Order (DO) that authorized the specific materials being invoiced.
4. Delivery documentation (e.g., Proof of Service/Delivery Slip, Packing Slip, etc.), with an acknowledgement signature and date from a CPP employee; and
5. An accurate invoice.

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

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**C-20 REFERENCES**

The contractor shall supply, for the purpose of reference, a list of clients served within the past 5 years wherein the bidder has supplied equipment and material (and specialized labor as appropriate) that were used to repair, replace or remanufacture, test, or evaluate transformers, switchgear, breaker repair/replacement, battery replacement, and fiber optic splicing. This listing shall include the name of the organization employing the bidder, address, telephone number and the name of the principal engineer, contact or project manager receiving the equipment, report or material. References shall not include City of Cleveland, Department of Public Utilities personnel. The references will be used to determine the experience and capability of the bidder to meet Cleveland Public Power's requirements.

Cleveland Public Power reserves the right to reject bids based upon inadequate experience documentation.

**C.21 PREVAILING WAGE AND MINIMUM WAGE**

**This provision shall apply to bidders providing labor personnel to work on Cleveland Public Power property.**

The City of Cleveland requires contractors to agree to follow prevailing wage rate employment requirements as determined by the State of Ohio's Department of Commerce, Wage and Hour Bureau. A copy of the State's published current prevailing wage schedule is attached hereto as Appendix A. In accordance with Ohio Revised Code Chapter 4115, the contractor and subcontractor are required to implement changes into their payroll dating to the effective date for the change as given by the State.

**1. CONTRACTOR AND SUBCONTRACTOR WAGES**

Each laborer, workman or mechanic employed by the Contractor for the work herein specified or by the sub-contractor, or by other persons upon such work, shall be paid the prevailing rates of wages as determined by the State of Ohio's Department of Commerce, Wage and Hour Bureau, the published and approved schedule of which may be obtained at the office of the Prevailing Wage Coordinator for the Department of Public Utilities (DPU). Attn: DeAndrea Pruitt, Contract Compliance Unit, 1201 Lakeside Avenue, 4th Floor South, Cleveland, Ohio 44114.

**2. PREVAILING WAGES**

In the event the wage scale for any labor classification is changed between

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the time the schedule was approved and the time the work required by this contract is performed, or in the event any class of labor employed under this contract, is not included in the published schedule of prevailing wages, then the rate prevailing at the time the work is actually performed as ascertained and determined by the State of Ohio's Department of Commerce, Wage and Hour Bureau shall govern the work done under this contract.

**3. WAGE RATE REPORTING**

Each contractor and sub-contractor subject to Chapter 4115 of the Ohio Revised Code shall, as soon as he begins performance under his contract with any contracting public authority, supply to the CPP prevailing wage coordinator of the contracting public authority a schedule of the dates during the life of his contract with the authority on which he is required to pay wages to employees. He shall also deliver to the CPP prevailing wage coordinator a certified copy of his payroll, within two weeks after the initial pay date, and supplemental report for each month thereafter which shall exhibit for each employee paid any wages, 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.
  - Current 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



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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 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 deduction and deduction amount for each employee listed, including medical, social security, pension, vacation, union dues, et cetera.
- Total taxes withheld of each employee listed.
- 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.

If the life of the contract is expected to be no more than four months from the beginning of performance by the contractor or sub-contractor, such supplemental reports shall be filed each week after the initial report.

**4. WAGE REPORT COMPLIANCE**

Each contractor or sub-contractor shall file with the contracting public authority upon completion of the contract, or portion thereof, and prior to final payment thereof an affidavit stating that he has fully complied with Chapter 4115 of the Revised Code. Said Affidavit is to be filed with the Commissioner of Accounts.

In addition to filing with Accounts, upon completion of the contract term and prior to final payment thereof, each contractor or subcontractor shall file with Contract Compliance Officer 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.

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All communications, document submissions, questions, et cetera regarding prevailing wage requirements should be directed to the following: Division of Cleveland Public Power, Attn: DeAndrea Pruitt, Contract Compliance Unit, 1201 Lakeside Avenue, 4th Floor South, Cleveland, Ohio 44114.

**5. FAILURE TO SUBMIT CERTIFIED PAYROLL REPORTS**

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

**C-22 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE  
INSURANCE REQUIREMENTS**

**C.22.1** 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, products/completed operations coverage, and personal injury coverage wherein the City of Cleveland is named as additional insured. (Special hazards such as business automobile liability insurance are addressed below.) Coverage shall protect the Contractor and any subcontractor performing any 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 of Cleveland as additional insured shall be deposited with the Director of Finance 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.**

**C.22.2.** General Liability (Including but not limited to Bodily Injury, Property Damage, Contractual Liability, Owners and Contractors Protective Liability, Products/Completed Operations and Personal Injury)

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Such policy or policies shall be in an amount not less than a combined single limit of \$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 \$1,000,000.00.

Such coverage shall be on an occurrence basis. Coverage shall not be on a claim made basis.

If a deductible or self-insured retention is assumed, it may not exceed \$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 reason of the work to be performed.

**C.22.3. 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:

**C.22.3.1 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 \$1,000,000.00 for bodily injury, including death, and property damage per occurrence.

**C.22.3.2**

Any policies or certificates provided shall contain a special provision requiring the insurer, no less than 30 days prior to material change in, cancellation, reduction, lapse or non-renewal of the insurance afforded by the policy or policies with respect to the contract involved, to give written notice by certified mail to the Director of Finance. The provision may not contain language such as "endeavor to" or "failure to give such notice shall impose no liability or obligation of any kind on the company or its representatives" or any similar language limiting or abating the above requirement.

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**C.22.4. Indemnification**

The maintenance of such insurance as outlined shall in no way constitute a waiver of Contractor's legal liability beyond the limits of insurance maintained for damages to any adjoining buildings or their contents or the work and property of others

on the site. The Contractor shall hold the City and its agents, including the Director of

Finance, free and harmless from any cost, injury, or damage resulting from the negligent or faulty performance by the Contractor or its Subcontractors.

**C-23. 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, 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

**C-24 NOTICE TO PROCEED**

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

**<<<END OF SECTION C>>>**

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**SECTION D - DETAILED / TECHNICAL SPECIFICATIONS**

**D.1. Cable Fault Locating Equipment**

Fault Locating Equipment for 15 kV PILC and Plastic insulated cable.

**D.1.1. Specifications**

- a. System voltage up to 35 kV (phase to phase)
- b. Insulation Test: Up to 5000 V.
- c. DC Testing: 0-40 kV
- d. Surge Energy: 2000 J
- e. Power Supply: 120V

**D.1.2 Features TDR**

- a. Complete control of system using intuitive menus and touchscreen
- b. TDR mode and pre-location functions (20 m to 160 km)
- c. Automating storage of all measurement data
- d. Automatic cable end and fault detection
- e. Display 10.4" color TFT XGA

**D.1.3. Features Impulse Generator**

- a. Arc Reflection Method (ARM®)
- b. ICE Surge Pulse
- c. Direct surge (Thumping)
- d. DC-HV proof test and resistance readout ( $\Omega$ )
- e. Burning / fault conditioning
- f. Sheath fault test.
- g. Display ¼ VGA.

**D.1.4. Accessories**

- a. Cart mounted.
- b. 25-meter test lead on reel
- c. 25-meter grounding cable on reel
- d. 2.5-meter power cord
- e. HV shield and ground conductor fitted with terminals for insulating rods.
- f. Cable Bag
- g. Instruction Manual
- h. Software
- i. HV Vice Grips

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
DEPARTMENT OF PUBLIC UTILITIES – DIVISION OF CLEVELAND PUBLIC  
POWER**

**PURCHASE OF VARIOUS ELECTRICAL TEST EQUIPMENT AND LABOR  
AND MATERIALS NECESSARY TO MAINTAIN OR REPAIR ELECTRICAL  
TEST EQUIPMENT, AND TRAINING IF NECESSARY**

**SECTION D - DETAILED / TECHNICAL SPECIFICATIONS**

**D.2. 10 kV Insulation Resistance Tester**

**D.2.1. Specifications**

- a. Test Voltages: 500V, 1000V, 2500V, 5000V, 10,000V
- b. Insulation Resistance Range: 10 k $\Omega$  to 20 T $\Omega$
- c. Insulation Resistance Accuracy: +/- 5% to 2T $\Omega$  @ 10kV
- d. Short Circuit Charge Current: 3 mA @ 10 kV

**D.2.2. Features:**

- a. Battery Operated
- b. Larger LCD with backlight
- c. Data Storage: 5.5 hours logging at 5 sec. intervals.
- d. Data download via USB link
- e. Adjustable insulation test alarm
- f. CAT IV 600V to 3000 meters

**D.2.3. Tests:**

- a. Automatic Insulation Resistance
- b. Polarization Index
- c. Dielectric Absorption Ratio
- d. Step Voltage
- e. Dielectric Discharge

**D.2.4. Accessories**

- a. Power Lead
- b. Power cord
- c. USB cable
- d. 10 ft. leads with large insulated clips
- e. Screened USB Cable with Filters

**D.3. Battery Impedance Tester**

**D.3.1. Specifications**

- a. Accuracy AC Impedance: 5% +1 LSD
- b. Accuracy dc Voltage: +/- 1.5% of RDG +1 LSD
- c. Precision: Better than: 0.5% one sigma
- d. Voltage Range and Resolution: 1 to 2.50 Vdc, 1mV resolution
- e. Voltage Range and Resolution: 2.5 to 25.00 Vdc, 10mV resolution
- f. Impedance Range and Resolution: 0 to 1.000 mOhm, 1 microOhm

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**PURCHASE OF VARIOUS ELECTRICAL TEST EQUIPMENT AND LABOR  
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**SECTION D - DETAILED / TECHNICAL SPECIFICATIONS**

- g. Impedance Range and Resolution: 1 to 10.00 mOhm, 10 microOhm
- h. Impedance Range and Resolution: 10 to 100.0 mOhm, 0.1 mOhm

**D.3.2. Features**

- a. Measures impedance, interconnection resistance and cell voltage.
- b. Measure float and ripple currents.
- c. Test up to 7000 Ah cells.

**D.3.3. Accessories**

- a. Transmitter for BITE 2
- b. Receiver
- c. Fused Source Leads
- d. Current Sensor
- e. CT extension cable
- f. Communication Cable
- g. Charger cable
- h. AC Line cord
- i. Operating manual
- j. Accessory bag

**D.4. Digital Hydrometer Kit**

**D.4.1. Specifications**

- a. Density Range: 0 gm/cm<sup>3</sup> -3 gm/cm<sup>3</sup>
- b. Density Accuracy: 0.001 gm/cm<sup>3</sup>
- c. Temperature Range: 0 to 40 deg. C
- d. Temperature Accuracy: 0.2 deg. C

**D.4.2. Features**

- a. Measure electrolyte specific gravity.
- b. Measure electrolyte temperature.
- c. Measurements in 5 seconds.

**D.4.3. Accessories**

- a. Carrying Case
- b. Communications Cable
- c. Software CD

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
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**SECTION D - DETAILED / TECHNICAL SPECIFICATIONS**

**D.5. Multi-Phase Relay Test System**

**D.5.1. Features**

- a. 4 double current channels (high current, high power).
- b. 1 double current channel (high current, high power).
- c. 4 convertible voltage / current channels (lower current, high power)
- d. Battery simulator.
- e. Supplied with handheld touch screen controller/interface.
- f. Supplied with Enhanced Relay Test Management Software for installation on a PC.
- g. Supports automated testing.

**D.5.2. Specifications**

- a. Current Output: Up to 32 A. @ 6.67 V. 200 VA
- b. Voltage Output: Up to 300 V. @ 0.5 A. 150 VA
- c. Frequency: DC 0.001 to 1000.0 Hz
- d. Metering Accuracy: Voltage: +/-0.05% reading +0.02% range, typical.
- e. Metering Accuracy: Current: +/-0.05% reading +0.02% range, typical.
- f. Timer resolution: +/-0.001% of reading, typical.

**D.5.3. Accessories**

- a. North American Power cord
- b. Ethernet cable
- c. PDF Instruction manual on USB drive

**D.6. Power Quality Analyzer**

**D.6.1. Features**

- a. Three phase analyzers
- b. Real time scope and DVM
- c. Connection verification
- d. On-board analysis
- e. Internal battery
- f. 1000 Vac/Vdc range
- g. SD card memory
- h. CAT IV 600V
- i. VGA display



**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
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**PURCHASE OF VARIOUS ELECTRICAL TEST EQUIPMENT AND LABOR  
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TEST EQUIPMENT, AND TRAINING IF NECESSARY**

**SECTION D - DETAILED / TECHNICAL SPECIFICATIONS**

**D.6.2. Specifications**

- a. 4 voltage channels
- b. 5 current channels
- c. Sampling Rate: 256 cycles per second, 1Mhz transient rate
- d. Measurements: RMS voltage / current
- e. Measurements: Frequency
- f. Measurements: Harmonics
- g. Power Parameters: kW, KVAR, KVA, DPF,TPF
- h. Energy Parameters: kWH, KVARH,KVAH
- i. frequency

**D.6.3. Accessories**

- a. SD card memory
- b. USB cable
- c. Ethernet cable
- d. Soft sided case
- e. US power adapter cord
- f. 3 - 6000A. 4 range flexible rope current clamps 18 cm ID
- g. 3 – 5 A. split core current clamps 20 mm ID
- h. Software for Windows based PC's

**D.7. Training**

Items in this section are for on-site training at CPP facilities located in Cleveland, Ohio. The training shall be for as many as up to 8 persons. Training shall include hands-on lessons utilizing trainer supplied equipment. The course shall offer Continuing Education Units (CEU's) for successful completion.

**D.7.1. Sub-Station Maintenance I**

Learning Objectives

- 1. Explain safety requirements in a substation.
- 2. Perform maintenance and testing on air, oil and vacuum circuit breakers.
- 3. Perform maintenance on switchgear.
- 4. Perform battery testing.
- 5. Understand basic overcurrent and voltage protective relay concepts.
- 6. Analyze test results.

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**SECTION D - DETAILED / TECHNICAL SPECIFICATIONS**

**D.7.2 Sub-Station Maintenance II**

Learning Objectives

1. Explain safety requirements in a substation.
2. Perform tests on insulating liquids.
3. Perform electrical testing on power transformers.
4. Discuss testing of instrument transformers.
5. Perform air disconnect maintenance and testing.
6. Analyze test results.
7. Perform ground resistance testing.

**D.7.3 Transformer Maintenance and Testing**

Learning Objectives

1. Identify power/instrument and distribution transformer types, components, and auxiliary equipment.
2. Evaluate transformer configuration for the application.
3. Interpret nameplate data.
4. Perform and evaluate the results of insulation resistance, winding resistance, turns ratio, core excitation and power factor tests of windings, bushings, and liquid insulation.
5. Utilize a frequency response analyzer to identify damage.
6. Calculate polarization index and temperature corrections.
7. Perform oil sampling, testing, drying, filling and filtering.
8. Explain gas sampling and testing.
9. Combine test results to troubleshoot transformer problems.

**D.7.4 Cable Testing and Fault Location**

Learning Objectives

1. Understand medium-voltage cable design, construction, and operation.
2. Understand industry standards and procedures for testing.
3. Understand the causes of cable failures.
4. Perform insulation resistance, dielectric strength tests and evaluate results.
5. Locate faults by time-domain reflectometer, arc reflection and "thumper" methods.

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**SECTION D - DETAILED / TECHNICAL SPECIFICATIONS**

**D.7.5 Fiber Optic Splicing and Testing**

Learning Objectives

1. Understand the need for fiber optic communications.
2. Identify the basic business considerations.
3. Understand fiber optic systems and their components.
4. Apply design and installation guidelines.
5. Perform maintenance and installation procedures.
6. Perform splicing and termination.
7. Perform testing and documentation.
8. Understand applicable industry standards.
9. Complete the CFOT exam for FOA certification.

**D.7.6 Circuit Breaker Maintenance**

Learning Objectives

1. Hazards, handling and testing techniques for SF6 in compliance with ASTM, ANSI/IEEE and NETA standards
2. Identify components and nameplate data for SF6 dual pressure and puffer-type circuit breakers.
3. Perform maintenance and adjustments on operating mechanisms as required by manufacturer.
4. Understand the process of inspecting and overhauling SF6 puffers and interrupters.
5. Perform the following tests on SF6 circuit breakers in lab: contact resistance, insulation resistance, power factor and hi-pot.
6. Understand troubleshooting methods that can reduce unscheduled downtime.
7. Review electrical line diagrams.

**<<<END OF SECTION D>>>**

**SUPPLEMENTAL  
NOTICE TO BIDDERS**

**NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE**

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

**CHECK WHICHEVER IS APPLICABLE:**

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

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

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

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

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

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

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

**SUPPLEMENTAL  
NOTICE TO BIDDERS**

**Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES  
DISCLOSURE**

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

## 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>

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.



Department  
of Commerce

Division of Industrial Compliance

## PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

### General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census\*, but may not increase or decrease more than 3% for any year

### Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

### Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Bureau of Wage and Hour Administration  
6606 Tussing Road  
Reynoldsburg, OH 43068-9099

614-644-2239  
Fax 614-728-8639  
TTY/TDD 800-750-0750  
com.ohio.gov

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Department  
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Division of Industrial Compliance

**Responsibilities**

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
  - 1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
  - 2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
  - 3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
  
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
  - 1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
  - 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
  
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
  - 1. Time cards, time sheets, daily work records, etc.
  - 2. Payroll ledger\journals and canceled checks\check register.
  - 3. Fringe benefit records must include program, address, account number, & canceled checks.
  - 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
  - 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
  
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
  
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
  
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
  - 1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**

Bureau of Wage and Hour Administration  
6606 Tussing Road  
Reynoldsburg, OH 43068-9099

614-644-2239  
Fax 614-728-8639  
TTY/TDD 800-750-0750  
com.ohio.gov



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- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
  - 1. Employees' names, addresses, and social security numbers.
    - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
  - 2. Employees' work classification.
    - a. Be specific about the laborers and/or operators (Group)
    - b. For all apprentices, show level/year and percent of journeyman's rate
  - 3. Hours worked on the project for each employee.
    - a. The number of hours worked in each day and the total number of hours worked each week.
  - 4. Hourly rate for each employee.
    - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
    - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
  - 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
    - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
    - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.
  - 6. Gross amount earned on all projects during the pay period.
  - 7. Total deductions from employee's wages.
  - 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.



INDUSTRIAL COMPLIANCE    SECTIONS    RESOURCES    CONTACT US

Many of our staff are teleworking to stop community spread of the coronavirus (COVID-19). Our office will also not be accepting walk-in customers. The Division is still operational, and customers will still be able to drop off plans, applications and other documents, but we ask that you first work through our web portal, where you can also submit payments. There are no convenience fees for online payment. Please call us at 614-644-2223 or email us at [IC@com.state.oh.us](mailto:IC@com.state.oh.us) with any questions. Thanks for your patience.

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory; employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce Division of Industrial Compliance and Labor Bureau of Wage & Hour Administration 6606 Tussing Rd. P. O. Box 4009 Reynoldsburg, OH 43068-9009 Phone: (614) 644-2239

Certified Payroll Heading

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor. If so list the name of the General or Prime. Project: Name and location of the project, including county. Contracting Public Authority: Name and address of the contracting public authority. Week Ending: Month, day, and year for last day of reporting period. Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project. Page Indicator: number of pages included in the report. Project Number: Determined by the public authority. If there is no number leave blank.

Information by Column

- 1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- 2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
- 3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example: M T W T H F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (S) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- 4. Project Total Hours: Total the hours entered for pay period.
- 5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
  - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
  - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
  - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- 6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
- 7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
- 8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- 9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- 10. Self explanatory.
- 11. Self explanatory.
- 12. Self explanatory.

Division of Industrial Compliance & Labor  
6605 Tunney Road  
Cincinnati, OH 45228

Phone 514 544 1223  
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Email [ic@com.state.oh.us](mailto:ic@com.state.oh.us)

Webmaster  
Contact the Webmaster for Questions  
or Comments on the Website  
[webmaster@com.state.oh.us](mailto:webmaster@com.state.oh.us)

#### CONNECT WITH US



#### LOOKUP SERVICES

[Registered Contractor List](#)  
[Owner Information Database](#)  
[Building Code Compliance Election or Plan  
Submission](#)  
[Board Of Building Appeals Case Lookup](#)  
[Elevator Database Lookup](#)

#### RESOURCES

[Federal Wage and Hour](#)  
[U.S. Consumer Product Safety  
Commission](#)  
[National Electric Fire Alarm and Sprinkler  
Codes](#)  
[Motor Labor Law Poster](#)  
[2017 Minimum Wage Poster](#)  
[2018 Minimum Wage Poster](#)

#### ABOUT INDUSTRIAL COMPLIANCE

[Director Sheryl Maschke](#)  
[Superintendent Geoff Eaton](#)

Ohio.gov

# 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.

<b>“New” construction threshold for <i>Building Construction</i>:</b>	<b>\$250,000</b>
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<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for <i>Building Construction</i>:</b>	<b>\$75,000</b>
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<b>As of January 1, 2022:</b>
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<b>“New” construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$96,091</b>
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<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:</b>	<b>\$28,789</b>
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- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce  
Division of Industrial Compliance  
Bureau of Wage and Hour Administration  
6606 Tussing Road, PO Box 4009  
Reynoldsburg, Ohio 43068-9009  
Phone: 614-644-2239  
Fax: 614-728-8639  
[www.com.ohio.gov](http://www.com.ohio.gov)



Department of Commerce

Division of Industrial Compliance

Affidavit of Compliance
Prevailing Wages

I, \_\_\_\_\_ (Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

\_\_\_\_\_ (Company Name)

for all hours worked on the

\_\_\_\_\_ (Project name and location)

project, during the period from \_\_\_\_\_ to \_\_\_\_\_ are in (Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

\_\_\_\_\_ (Signature of Officer or Agent)

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

\_\_\_\_\_ (Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

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

Each Contract also shall contain the following equal opportunity clause:

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

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



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

The Subcontractor Participation Goals for this contract are:

**0% CSB Participation**

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

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

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





## DIVISION OF PURCHASES & SUPPLIES

### **Subcontractors Notice**

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

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

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

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