BID ADVERTISEMENT FOR THE WEEKS OF

May 16, 2018 & May 23, 2018

BID OPENS - FRIDAY, JUNE 8, 2018

FILE NO. 56-18 2018 Seasonal Citywide Tree Planting
FOR THE DIVISION OF PARK MAINTENANCE FOR THE DEPARTMENT OF PUBLIC WORKS, AS AUTHORIZED BY ORDINANCE 288-17, PASSED BY COUNCIL APRIL 10, 2017.

There will be a NON-MANDATORY Pre-Bid Meeting, Thursday, May 31, 2018 at 10:30 a.m. Located at Division of Motor Vehicle Maintenance, 4150 East 49th Street, Cleveland, Ohio 44105.

Note: Bid must be delivered at 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).
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
Cleveland, Ohio 44114
216-664-2620
Section 2. That the Concession Agreement shall be prepared by the Director of Law.

Section 3. 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.


Ord. No. 288-17.
By Council Members K. Johnson and Kelley (by departmental request).
An emergency ordinance authorizing the purchase by city and/or more requirement contracts of trees, and labor and materials needed for urban forestry services, including but not limited to, maintaining and planting trees, and removing trees, stumps, and tree waste material, for the Division of Park Maintenance and Property, Department of Public Works, for a period of one year, with a one-year option to renew, exercisable by the Director of Public Works, of the necessary items of trees, and labor and materials needed for urban forestry services, including but not limited to, maintaining and planting trees, and removing trees, stumps, and tree waste material, 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 Park Maintenance and Property, Department of Public Works. 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.


Ord. No. 316-17.
By Council Member Kelley (by departmental request).
An emergency ordinance to amend Section 32 of Ordinance No. 223-15, passed March 30, 2015, as amended by various ordinances, relating to compensation for various classifications.

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

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

Section 1. That Section 32 of Ordinance No. 223-15, passed March 30, 2015, as amended by various ordinances, is amended to read as follows:

Section 32. That the salaries and the compensation in the following classifications shall be fixed by the appointing authority in accordance with the schedule appearing after each classification:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Airport Maintenance Supervisor</td>
<td>$21,019.66</td>
<td>$77,178.06</td>
</tr>
<tr>
<td>2. Assistant Custodian</td>
<td>20,800.00</td>
<td>62,514.50</td>
</tr>
<tr>
<td>3. Assistant Superintendent of Electrical Generation</td>
<td>21,019.66</td>
<td>62,549.60</td>
</tr>
<tr>
<td>4. Bridge Inspector</td>
<td>20,800.00</td>
<td>60,512.00</td>
</tr>
<tr>
<td>5. Bureau Manager – Housing</td>
<td>26,797.11</td>
<td>60,711.93</td>
</tr>
<tr>
<td>6. Bureau Manager – Demolition</td>
<td>26,797.11</td>
<td>60,711.93</td>
</tr>
<tr>
<td>7. Bureau Manager – Building</td>
<td>26,797.11</td>
<td>60,711.92</td>
</tr>
<tr>
<td>8. Cable Production Manager</td>
<td>20,800.00</td>
<td>62,766.70</td>
</tr>
<tr>
<td>9. Chief Bridge Operator</td>
<td>20,800.00</td>
<td>62,766.72</td>
</tr>
<tr>
<td>10. Chief Safety Signal System</td>
<td>18.00</td>
<td>40.64</td>
</tr>
<tr>
<td>11. Chief Sidewalk Inspector</td>
<td>20,800.00</td>
<td>62,722.20</td>
</tr>
<tr>
<td>12. Chief Street Permit Inspector</td>
<td>20,800.00</td>
<td>62,722.20</td>
</tr>
<tr>
<td>13. Chief of Traffic Signal Unit</td>
<td>18.00</td>
<td>40.64</td>
</tr>
<tr>
<td>14. Community Development Code Enforcement Inspector Supervisor</td>
<td>34,640.01</td>
<td>62,784.85</td>
</tr>
<tr>
<td>15. Correctional Supervisor</td>
<td>26,800.00</td>
<td>64,521.12</td>
</tr>
<tr>
<td>16. District Forester</td>
<td>21,043.28</td>
<td>64,423.39</td>
</tr>
<tr>
<td>17. Environmental Assistant</td>
<td>20,800.00</td>
<td>64,521.12</td>
</tr>
<tr>
<td>18. Field Operations Forester</td>
<td>22,445.00</td>
<td>64,388.11</td>
</tr>
<tr>
<td>19. General Superintendent of Waste Collection</td>
<td>30,472.96</td>
<td>70,412.06</td>
</tr>
<tr>
<td>20. Instrumentation Supervisor</td>
<td>25,200.90</td>
<td>74,140.12</td>
</tr>
<tr>
<td>21. Parking Meter Foreman</td>
<td>24,479.38</td>
<td>45,527.01</td>
</tr>
<tr>
<td>22. Printing Foreman</td>
<td>22,104.52</td>
<td>57,522.83</td>
</tr>
<tr>
<td>22. Print Services Technical Specialist</td>
<td>$10.00</td>
<td>$60.00</td>
</tr>
<tr>
<td>24. Supervisor of Parking Enforcement Unit</td>
<td>26,800.00</td>
<td>64,304.32</td>
</tr>
<tr>
<td>25. Supervisor of Streets</td>
<td>26,800.00</td>
<td>49,524.38</td>
</tr>
<tr>
<td>26. Supervisor of Streets</td>
<td>26,800.00</td>
<td>50,254.38</td>
</tr>
<tr>
<td>27. Survey Party Chief</td>
<td>26,800.00</td>
<td>62,144.14</td>
</tr>
</tbody>
</table>

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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 216/694-4152).
   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 216/694-4152).
   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-12 THROUGH A-15 APPLY ONLY IF THE "REQUIREMENT CONTRACT" BLOCK IS CHECKED ON PAGE 1 OF THE SCHEDULE OF ITEMS AND ON THE BID FORM.

A-13 REQUIREMENT CONTRACT DEFINED
a. A requirement contract is a contract under which the contractor has a duty to provide the City's requirements during the contract term for all articles, commodities, supplies, materials, equipment and/or services set forth in the bid and required by the City's authorized users of the items approved for contract.

b. A contract awarded under this bid will be termed a requirement contract.

A-14 PURCHASES UNDER A REQUIREMENT CONTRACT
a. Under a requirement contract, a contractor shall supply all the City's requirements during the term for the articles, commodities, supplies, materials, services or equipment set forth in the Invitation to Bid. See GENERAL CONDITIONS, Section B-24, Duration of Contract.

b. If the Schedule of Items in the Invitation to Bid is marked "requirement contract," then all quantities stated in the Schedule of Items are the City's good-faith estimates only. The City shall place each order under the
contract, whether singly or cumulatively more or less than the estimated quantities set forth in the Schedule of Items, by a Delivery Order against the contract and separately certified.

A-15 LIMITATION OF PERIOD OF CONTRACT
If the proposed duration of the contract would deprive the City of the best available market price, the bidder may offer an alternate bid as to duration of the contract, setting forth in the bid the longest period of time it can furnish and deliver the proportionate amount of items at the firm price set forth in the bid. No other provision of the Invitation to Bid shall be subject to an alternate bid unless specifically requested.

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

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

1. Where the disparity study has determined that a disparity exists, the bid discount shall go to the bidders who are certified by the City as members of the specific MBE/FBE group for which the proven disparity exists. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.

2. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, the bid discount shall go to certified CSB bidders certified by the City as located within the city limits of Cleveland. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.

3. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, and no bids were received from certified CSB firms certified by the City as located within the city limits of Cleveland, the bid discount shall go to Certified CSB bidders certified by the City as located within Cuyahoga County. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.

4. In addition to any bid discounts at the prime contractor level, all prime contractors shall receive a bid discount of 5% of the total dollar amount of all CSB, MBE and/or FBE certified by the City that the prime contractor properly documents as subcontractors in their bid, for the purpose of establishing a Comparison Bid.

5. The total Bid Discount awarded to any bidder on a bid pursuant to Sections 187.03 and 187.05 shall not exceed $50,000.00.
b. Bid Discounts under Section 187A.02(a): Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer (LPE); two percent (2%) to a bid received from a Local Food-Producer (LPE); and two percent (2%) to a bid received from a Local Sustainable Business (SUBE) provided that the maximum total Bid Discount applied under Section 187A.02(a) shall not exceed four percent (4%). Bid Discounts applied under Section 187A.02(a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied under this Section 187A.02(a) shall not exceed $50,000.

c. Maximum Cumulative Amount of All Bid Discounts:

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

d. Comparison Bid to Determine Lowest and Best Bidder:

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

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

e. City of Cleveland Certification required: For the purpose of determining a bidder's eligibility for bid discounts, the City shall only consider bidders with valid certificates issued by the City of Cleveland's Office of Equal Opportunity. The certifications must be active on the date and time of the deadline for bid submission. Expired certification holders and pending certifications cannot be considered for calculation of bid discounts. Certifications from other public or private entities cannot be considered.
A-17 Good Faith Participation - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF 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 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 8-11 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.
Request for Taxpayer Identification Number and Certification

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

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

☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☐ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership)

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

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

☐ Exempt payee code (if any)

☐ Exemption from FATCA reporting code (if any)

(Applicable to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.). See instructions.

6. City, state, and ZIP code

7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer Identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1098-C (canceled debt)
• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form W-9 (Rev. 11-2017)
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 8283 (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 8283.

Backup Withholding
What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% 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, nonemployees 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:
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 Item 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 corporation that elects to be an S corporation, or if you no longer are a 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 1099/1040A/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)(3)(ii). 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.

<table>
<thead>
<tr>
<th>IF the entity/person on line 1 is</th>
<th>THEN check the box for...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation</td>
<td>Corporation</td>
</tr>
<tr>
<td>Individual</td>
<td>individual sole proprietor or single-member LLC</td>
</tr>
<tr>
<td>Sole proprietorship, or</td>
<td>Limited liability company and enter the appropriate tax classification.</td>
</tr>
<tr>
<td>Single-member limited liability</td>
<td>(P = Partnership; C = C corporation; or S = S corporation)</td>
</tr>
<tr>
<td>company (LLC) owned by an</td>
<td></td>
</tr>
<tr>
<td>individual and disregarded for U.S. federal tax purposes.</td>
<td></td>
</tr>
<tr>
<td>LLC treated as a partnership for U.S. federal tax purposes.</td>
<td></td>
</tr>
<tr>
<td>LLC that has filed Form 8832 or 2555 to be taxed as a corporation, or</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>Partnership</td>
<td>Partnership</td>
</tr>
<tr>
<td>Trust/estate</td>
<td>Trust/estate</td>
</tr>
</tbody>
</table>

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 453(b)(7) if the account satisfies the requirements of section 401(35)
2—The United States or any of its agencies or instrumentalities
3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
5—A corporation
6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
7—A futures commission merchant registered with the Commodity Futures Trading Commission
8—A real estate investment trust
9—An entity registered at all times during the tax year under the Investment Company Act of 1940
10—A common trust fund operated by a bank under section 584(a)
11—A financial institution
12—A middleman known in the investment community as a nominee or custodian
13—A trust exempt from tax under section 664 or described in section 4947
The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

<table>
<thead>
<tr>
<th>If the payment is for</th>
<th>Then the payment is exempt for</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
</tbody>
</table>

Broker transactions
Exempt payees 1 through 4 and 6 through 11 and all C corporations. 5 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 $800 required to be reported and direct sales over $5,000
Generally, exempt payees 1 through 5

3 See Form 1099-MISC, Miscellaneous Income, and its Instructions.

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

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

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 564 or described in section 4947(a)(1)

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

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

Line 5
Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6
Enter your city, state, and ZIP code.

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

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

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

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

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

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

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

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

Part II. Certification
To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be required 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

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The Individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account) other than an account maintained by an FFI</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account¹</td>
</tr>
<tr>
<td>3. Two or more U.S. persons (joint account maintained by an FFI)</td>
<td>Each holder of the account</td>
</tr>
<tr>
<td>4. Custodial account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor²</td>
</tr>
<tr>
<td>5. a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee³</td>
</tr>
<tr>
<td>b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner¹</td>
</tr>
<tr>
<td>6. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner²</td>
</tr>
<tr>
<td>7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(ii)) (ii) (ii) (ii)</td>
<td>The grantor⁵</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. Disregarded entity not owned by an individual</td>
<td>The owner</td>
</tr>
<tr>
<td>9. A valid trust, estate, or pension trust</td>
<td>Legal entity⁴</td>
</tr>
<tr>
<td>10. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation</td>
</tr>
<tr>
<td>11. Association, club, religious, charitable, educational; or other tax-exempt organization</td>
<td>The organization</td>
</tr>
<tr>
<td>12. Partnership or multi-member LLC</td>
<td>The partnership</td>
</tr>
<tr>
<td>13. A broker or registered nominee</td>
<td>The broker or nominees</td>
</tr>
</tbody>
</table>

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

2. Circle the minor’s name and furnish the minor’s SSN.

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

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

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

### 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 1-800-909-4493 or submit Form 14039.

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

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

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.
The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5047.

Visit www.irs.gov/identityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you pay; 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 6049, 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.
NOTE: Section 181.23 and Section 185.64 of the Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF ________________ SS
COUNTY OF ________________

being first duly sworn deposes and says:

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

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 _____________________________, a corporation organized and existing under the laws of the State of ______.

And that he/she said partnership or said corporation is filing 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 _____________________________.

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

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

Affiant further says that said partnership is represented by the following attorneys: _____________________________ and is also represent by the following resident agents in the City of Cleveland: _____________________________.
Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:
President:
Vice President:
Secretary:
Treasurer:
Cleveland Manager or Agent
Attorneys:
And that the following officers are duly authorized to execute contracts on behalf of said corporation:

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

(name of individual, partnership or corporation)

Further affiant saith not.
(Sign Here) →

Sworn to before me and subscribed in my presence this ______ day of _______
20____.

________________________________________
Notary Public
VENDOR INFORMATION FORM

Please fill in:

Business Name ____________________________________________

IRS Reporting Name ________________________________________

Business Address ______________________________ City ________

State _______ Zip _______ Telephone (____) ______ Ext. ______

Toll Free Number 800 ________________________________________

Vendor Fax Number _________________________________________

Vendor Email Address ________________________________________

Ordering Address ______________________________ City ________

State _______ Zip _______ Telephone (____) ______ Ext. ______

Remit Address ____________________________________________

State _______ Zip _______ Telephone (____) ______ Ext. ______

Contact Person: (ordering) ____________________________ (Remit) __________________

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

Item 6
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 2018-Seasonal Citywide Tree Planting Services

FOR: The Department of: Public Works

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

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

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

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

or a cashier's check or certified check on a solvent bank in the sum of $ ____________________________

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

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

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

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

Complete: CORPORATION OR FIRM

Sign Here By ____________________________

TITLE OF OFFICER

BUSINESS ADDRESS OF BIDDER

STATE OF INCORPORATION

ITEM 7
**BID A-WITH WATERING**

BID – SCHEDULE OF ITEMS  
CITY OF CLEVELAND

TITLE OF BID: 2018 Seasonal Citywide Tree Planting Services  
(Bid A, with watering)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<tr>
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<table>
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<tr>
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<th>Each</th>
<th>Extended Cost</th>
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<tbody>
<tr>
<td>Item 1. Amur Maackia</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
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<tr>
<td>Item 2. Cherry</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>30</td>
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<tr>
<td>Item 3. Common Baldcypress</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>15</td>
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<tr>
<td>Item 4. Crabapple</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>40</td>
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<tr>
<td>Item 5. Dawn Redwood</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
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<tr>
<td>Item 6. Elm, American Hybrid</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
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<tr>
<td>Item 7. Elm, American</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>25</td>
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</tr>
<tr>
<td>Item 8. Elm, Chinese Lacebark</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>25</td>
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<tr>
<td>Item 9. Hornbeam, American</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
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<tr>
<td>Item 10. Hornbeam, European</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>15</td>
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<td></td>
</tr>
<tr>
<td>Item 11. Ginkgo, (male clones)</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>25</td>
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<tr>
<td>Item 12. Golden Raintree</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>40</td>
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</tr>
<tr>
<td>Item 13. Hackberry</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
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<tr>
<td>Item 14. Hackberry, Sugar</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
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</tbody>
</table>

The awarded requirement contract, if any, will be for a period of one-year, with an option for a one-year renewal, exercisable by the Director of Public Works.

**BIDDER MUST SIGN AND DATE THIS SHEET**

ITEM 7A
**BID A-WITH WATERING**

**BID – SCHEDULE OF ITEMS**
CITY OF CLEVELAND

TITLE OF BID: 2018 Seasonal Citywide Tree Planting Services
(Bid A, with watering)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
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<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Quantities are estimates only</td>
<td>Item 15. Hardy Rubber Tree</td>
<td>1 3/4”- 2 1/2”</td>
<td>15</td>
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<tr>
<td></td>
<td>Item 16. Hawthorn, (thornless variety)</td>
<td>1 3/4”- 2 1/2”</td>
<td>40</td>
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<tr>
<td></td>
<td>Item 17. Honey Locust</td>
<td>1 3/4”- 2 1/2”</td>
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<tr>
<td></td>
<td>Item 18. Hophornbeam</td>
<td>1 3/4”- 2 1/2”</td>
<td>20</td>
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<tr>
<td></td>
<td>Item 19. Japanese Pagoda Tree</td>
<td>1 3/4”- 2 1/2”</td>
<td>20</td>
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<tr>
<td></td>
<td>Item 20. Kentucky Coffeetree (male Clones)</td>
<td>1 3/4”- 2 1/2”</td>
<td>40</td>
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<tr>
<td></td>
<td>Item 21. Linden, Littleleaf</td>
<td>1 3/4”- 2 1/2”</td>
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<tr>
<td></td>
<td>Item 22. Linden, Silver</td>
<td>1 3/4”- 2 1/2”</td>
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<tr>
<td></td>
<td>Item 23. London Plane Tree</td>
<td>1 3/4”- 2 1/2”</td>
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<tr>
<td></td>
<td>Item 24. Maple, Freeman</td>
<td>1 3/4”- 2 1/2”</td>
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<td></td>
<td>Item 25. Maple, Hedge</td>
<td>1 3/4”- 2 1/2”</td>
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<td>Item 26. Maple, Miyabe</td>
<td>1 3/4”- 2 1/2”</td>
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<tr>
<td></td>
<td>Item 27. Maple, Trident</td>
<td>1 3/4”- 2 1/2”</td>
<td>20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The awarded requirement contract, if any, will be for a period of one-year, with an option for a one-year renewal, exercisable by the Director of Public Works.

**ITEM 7A**
**BID A-WITH WATERING**

BID – SCHEDULE OF ITEMS
CITY OF CLEVELAND

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<tr>
<td>Item 28. Oak, Bur</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
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<td>Item 29. Oak, Chinkapin</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
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<td>Item 30. Oak, Columnar Pin</td>
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<td>Item 31. Oak, Dwarf Chinkapin</td>
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<td>Item 32. Oak, Kindred Spirit</td>
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<td>Item 33. Oak, Pin</td>
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<td>Item 34. Oak, Red</td>
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<td>Item 35. Oak, Regal Prince</td>
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<td>Item 36. Oak, Shingle</td>
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<td>Item 37. Oak, Shumard</td>
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<td>Item 38. Oak, Swamp White</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
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<td>Item 39. Parrotia persica</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
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<tr>
<td>Item 40. Redbud</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
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</tbody>
</table>

All Quantities are estimates only

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**BID A-WITH WATERING**

**BID – SCHEDULE OF ITEMS**
CITY OF CLEVELAND

**TITLE OF BID: 2018 Seasonal Citywide Tree Planting Services**
(Bid A, with watering)

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<tr>
<td><strong>SPECIES</strong></td>
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<tr>
<td>Item 41. River Birch (tree form, single stem)</td>
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<tr>
<td>Item 42. Sour Gum / Black Gum</td>
<td>1 3/4&quot;- 2 1/2&quot;</td>
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<tr>
<td>Item 43. Tree Lilac</td>
<td>1 3/4&quot;- 2 1/2&quot;</td>
</tr>
<tr>
<td>Item 44. Zelkova</td>
<td>1 3/4&quot;- 2 1/2&quot;</td>
</tr>
<tr>
<td>Item 45. Korean Evodia</td>
<td>1 3/4&quot;- 2 1/2&quot;</td>
</tr>
<tr>
<td>Item 46. Flat rate for stump removal, 6&quot; diameter or less</td>
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</tbody>
</table>

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**GRAND TOTAL BID- A $________**

**ITEM 7A**
**BID B-WITHOUT WATERING**

BID – SCHEDULE OF ITEMS
CITY OF CLEVELAND

TITLE OF BID: **2018 Seasonal Citywide Tree Planting Services**
(Bid B, without watering)

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<tr>
<td>Item 2B. Cherry</td>
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<tr>
<td>Item 3B. Common Baldcypress</td>
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<td>Item 4B. Crabapple</td>
<td>1 3/4&quot;- 2 1/2&quot;</td>
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<td>Item 5B. Dawn Redwood</td>
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<td>Item 6B. Elm, American Hybrid</td>
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<tr>
<td>Item 7B. Elm, American</td>
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<tr>
<td>Item 8B. Elm, Chinese Lacebark</td>
<td>1 3/4&quot;- 2 1/2&quot;</td>
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<tr>
<td>Item 9B. Hornbeam, American</td>
<td>1 3/4&quot;- 2 1/2&quot;</td>
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<tr>
<td>Item 10B. Hornbeam, European</td>
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<tr>
<td>Item 11B. Ginkgo, (male clones)</td>
<td>1 3/4&quot;- 2 1/2&quot;</td>
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</tr>
<tr>
<td>Item 12B. Golden Raintree</td>
<td>1 3/4&quot;- 2 1/2&quot;</td>
<td>40</td>
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</tr>
<tr>
<td>Item 13B. Hackberry</td>
<td>1 3/4&quot;- 2 1/2&quot;</td>
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<tr>
<td>Item 14B. Hackberry, Sugar</td>
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BIDDER MUST SIGN AND DATE THIS SHEET

Delivery (Days)   Payment Discount
**BID B-WITHOUT WATERING**

BID – SCHEDULE OF ITEMS
CITY OF CLEVELAND

TITLE OF BID: 2018 Seasonal Citywide Tree Planting Services
(Bid B, without watering)

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ITEM 7A
**BID B-WITHOUT WATERING**

**BID – SCHEDULE OF ITEMS**

CITY OF CLEVELAND

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BID – SCHEDULE OF ITEMS  
CITY OF CLEVELAND

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ITEM 7

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

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**TITLE OF BID:** 2018 Seasonal Citywide Tree Planting

**ORDINANCE NO. 288-17**  
**PASSED:** April 10, 2017  
**SIGNED:** April 11, 2017

**DEPARTMENT:** Public Works  
**DIVISION:** Park Maintenance

**CITY RECORD ADVERTISEMENT DATES**  
May 16, 2018 & May 23, 2018

**BUYER:** RaShaun Billy (216) 664-2626  
rbilly@city.cleveland.oh.us

**BID OPENING**  
Friday, June 8, 2018  
12:00 O’CLOCK NOON  
OFFICIAL TIME

**DESCRIPTION**  
**QTY.**  
**UNIT PRICE**  
**EXTENSION**

**SIGN, DATE, AND COMPLETE THIS PAGE; SEE SUBSEQUENT SCHEDULE OF ITEMS PAGES FOR ADDITIONAL BIDDING INFORMATION**

**ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.**

**DELIVERY (Days)**  
**PAYMENT DISCOUNT %**  
**Days**

**FOR PURCHASING USE ONLY**
**BID A-WITH WATERING**

BID – SCHEDULE OF ITEMS
CITY OF CLEVELAND

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ITEM 7A
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BID – SCHEDULE OF ITEMS  
CITY OF CLEVELAND

BID PAGE 3 OF 8

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**GRAND TOTAL BID- A** $_______

**ITEM 7A**
**BID B-WITHOUT WATERING**

BID – SCHEDULE OF ITEMS
CITY OF CLEVELAND

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AUTHORIZED SIGNATURE

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<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 2B. Cherry</td>
<td>1 ¾&quot;- 2 ½&quot;</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 3B. Common Baldcypress</td>
<td>1 ¾&quot;- 2 ½&quot;</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 4B. Crabapple</td>
<td>1 ¾&quot;- 2 ½&quot;</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 5B. Dawn Redwood</td>
<td>1 ¾&quot;- 2 ½&quot;</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 6B. Elm, American Hybrid</td>
<td>1 ¾&quot;- 2 ½&quot;</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 7B. Elm, American</td>
<td>1 ¾&quot;- 2 ½&quot;</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 8B. Elm, Chinese Lacebark</td>
<td>1 ¾&quot;- 2 ½&quot;</td>
<td>25</td>
<td></td>
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<tr>
<td>Item 9B. Hornbeam, American</td>
<td>1 ¾&quot;- 2 ½&quot;</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 10B. Hornbeam, European</td>
<td>1 ¾&quot;- 2 ½&quot;</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 11B. Ginkgo, (male clones)</td>
<td>1 ¾&quot;- 2 ½&quot;</td>
<td>25</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 12B. Golden Raintree</td>
<td>1 ¾&quot;- 2 ½&quot;</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 13B. Hackberry</td>
<td>1 ¾&quot;- 2 ½&quot;</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 14B. Hackberry, Sugar</td>
<td>1 ¾&quot;- 2 ½&quot;</td>
<td>15</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The awarded requirement contract, if any, will be for a period of one-year, with an option for a one-year renewal, exercisable by the Director of Public Works.

BIDDER MUST SIGN AND DATE THIS SHEET

Delivery (Days) | Payment Discount
ITEM 7A
**BID B-WITHOUT WATERING**

BID – SCHEDULE OF ITEMS
CITY OF CLEVELAND

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE OF BID: 2018 Seasonal Citywide Tree Planting Services</td>
</tr>
<tr>
<td>(Bid B, without watering)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SPECIES</th>
<th>Caliper</th>
<th>QTY</th>
<th>Each</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 15B. Hardy Rubber Tree</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 16B. Hawthorn, (thornless variety)</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 17B. Honey Locust</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 18B. Hophornbeam</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 19B. Japanese Pagoda Tree</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 20B. Kentucky Coffeetree (male Clones)</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 21B. Linden, Littleleaf</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 22B. Linden, Silver</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 23B. London Plane Tree</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>30</td>
<td></td>
<td></td>
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<tr>
<td>Item 24B. Maple, Freeman</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 25B. Maple, Hedge</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>20</td>
<td></td>
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<tr>
<td>Item 26B. Maple, Miyabe</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>20</td>
<td></td>
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<tr>
<td>Item 27B. Maple, Trident</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The awarded requirement contract, if any, will be for a period of one-year, with an option for a one-year renewal, exercisable by the Director of Public Works.

BIDDER MUST SIGN AND DATE THIS SHEET

ITEM 7A
### BID – SCHEDULE OF ITEMS

**CITY OF CLEVELAND**

**TITLE OF BID** 2018 Seasonal Citywide Tree Planting Services
(Bid B, without watering)

<table>
<thead>
<tr>
<th>SPECIES</th>
<th>Caliper</th>
<th>QTY</th>
<th>Each</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 28B. Oak, Bur</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 29B. Oak, Chinkapin</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>20</td>
<td></td>
<td></td>
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<tr>
<td>Item 30B. Oak, Columnar Pin</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>15</td>
<td></td>
<td></td>
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<tr>
<td>Item 31B. Oak, Dwarf Chinkapin</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>15</td>
<td></td>
<td></td>
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<tr>
<td>Item 32B. Oak, Kindred Spirit</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 33B. Oak, Pin</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 34B. Oak, Red</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 35B. Oak, Regal Prince</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>15</td>
<td></td>
<td></td>
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<tr>
<td>Item 36B. Oak, Shingle</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 37B. Oak, Shumard</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 38B. Oak, Swamp White</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>20</td>
<td></td>
<td></td>
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<tr>
<td>Item 39B. Parrotia persica</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 40B. Redbud</td>
<td>1 3/4&quot; - 2 1/2&quot;</td>
<td>15</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The awarded requirement contract, if any, will be for a period of one-year, with an option for a one-year renewal, exercisable by the Director of Public Works.

**BIDDER MUST SIGN AND DATE THIS SHEET**
# BID – SCHEDULE OF ITEMS

CITY OF CLEVELAND

**BID B-WITHOUT WATERING**

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<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Quantities are estimates only</td>
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</table>

### SPECIES

<table>
<thead>
<tr>
<th>SPECIES</th>
<th>Caliper</th>
<th>QTY</th>
<th>Each</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 41B. River Birch (tree form, single stem)</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 42B. Sour Gum / Black Gum</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 43B. Tree Lilac</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>60</td>
<td></td>
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</tr>
<tr>
<td>Item 44B. Zelkova</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 45. Korean Evodia</td>
<td>1 ¾&quot; - 2 ½&quot;</td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 46B. Flat rate for stump removal, 6&quot; diameter or less</td>
<td></td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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The awarded requirement contract, if any, will be for a period of one-year, with an option for a one-year renewal, exercisable by the Director of Public Works.

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<table>
<thead>
<tr>
<th>ITEM 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>DELIVERY (DAYS)</td>
</tr>
<tr>
<td>GRAND TOTAL BID- B $</td>
</tr>
</tbody>
</table>
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 formalities 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 $50,000 or less issued pursuant to this Invitation to Bid (ITB). Any contract over $50,000 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 the Commissioner of Purchases and Supplies, the delivery of materials, supplies or equipment or the performance of work or services are not in accordance with contract specifications and the contractor fails to cure such deficiencies or comply with the contract specifications within ten (10) days after receipt of notice of default from the City, except where fulfillment of its obligation requires activity over a period of time and it has, within ten (10) days of the default notice commenced such activity. Additionally, the City shall have the right to cancel this contract, without cause, upon fifteen (15) days written notice upon the determination of the Board of Control of the City, expressed through its resolution, to do so.

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.
a. The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City, expressed through its resolution, and then only upon such terms and conditions as may be agreed to by said Board. No such subcontracting, subletting, assignment, transfer, conveyance or other disposal of the contract shall be valid until filed in the office of the Commissioner of Accounts.
b. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

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

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

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

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

B-12 DELAY FOR CAUSES BEYOND CONTROL.
If the contractor is delayed in complying with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control including orders, limitations or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or for any cause by which the director shall decide to justify the delay; then for all such delays and suspensions, the contractor shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of the contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the director.

B-13 PATENTS.
The Contractor shall be required to pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the contractor shall defend all suits or claims for infringement of any patent or license rights.

B-14 DELIVERY.
The vendor shall adhere to all stipulated delivery terms (e.g., material / service delivery upon a pre-set schedule, upon orders being placed, etc.). All service performance / material deliveries should be made only if the City of Cleveland has issued a valid, open Purchase Order (PO) with a sufficient free balance to
cover the **full** costs of the service being performed or materials being delivered. The City will not pay vendors for goods or services that are either delivered to the City under an invalid or unauthorized PO or were ordered using an expired contract. The City is not responsible for, and will not pay for, goods or services delivered to the City that are not authorized under the PO and contract under which a sale was purportedly made. Therefore, the vendor **must not** perform any services nor deliver any materials without a valid, open PO that authorizes the services / materials and that carries a sufficient free balance to cover the services / materials.

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

### B-15 LABORATORY TEST.

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

### B-16 FAILURE TO MEET SPECIFICATIONS.

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

### B-17 SAFEGUARDS.

Any equipment to be furnished by the terms of this bid, shall be provided with safety controls, guards, and housing meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included as part of the bid.
B-18 STATE OR FEDERAL TAXES.
   a. The City of Cleveland is exempt form all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.
   b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.
   c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

B-19 SOCIAL SECURITY 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:

p. Original invoice to address as shown on Purchase Order under “BILL TO:”

b. Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Cleveland, OH 44114, clearly marked “COPY”.

c. 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.
C-1 SCOPE OF WORK:

The work contemplated under this contract includes providing and installing trees by the list of planting locations to be provided. Prices per tree are requested for providing and installing the specified trees, as outlined in Section D of these specifications. The City of Cleveland reserves the right to award a contract to one vendor for all items in a group, or multiple contracts by line items in a group. When bidding on this contract, all materials, and/or the labor, superintendence tools, and service for, and incidental to the improvements proposed by this contract and its specifications are to be included.

C-2 LOCATIONS:

The City will provide an initial list of locations where work may potentially be done. An exact and complete list of addresses for planting locations will be provided to successful installation bidders before planting is to begin. Prior to installation, each location to be planted will be visited to verify and mark the location. All addresses are within the City of Cleveland.

C-3 SPACE FOR WORKING FACILITIES:

The area to be used by the contractor shall be within the property limits of the contract limits.

C-4 COMPLY/EXCEPTION:

Prospective bidders are to indicate either “comply” or “exception” to each specification section where indicated. If exception is indicated, the contractor shall supply on a separate page an explanation of the exceptions taken. Note: taking exception to the specifications may be grounds to have the submitted bid rejected.
C-5 OTHER SPECIFICATIONS:

Wherever in these specifications the words "State Specifications" are used, it shall be understood this reference refers to State of Ohio, Department of Highway, Construction Material Specifications, dated January 1, 1983. The directions, provisions, and requirements of the Ohio Specifications for the items to which reference is made are included as a part of this contract. In the event of a discrepancy between the State Construction and Materials Specifications, the Detail Specifications shall govern.

C-6 SURPLUS EXCAVATION:

Surplus or unusable excavation shall be disposed of off the site, unless otherwise directed, at the contractor's expense. Mounding of trees will be rejected.

C-7 UTILITY PROTECTION:

The contractor is responsible to protect all underground utilities and repair any damages caused by his work. The contractor shall contact the Ohio Utilities Protection Service ten (10) working days before planting begins and every ten (10) working days thereafter until planting is finished.

C-8 WORKING HOURS:

The contractor will schedule work between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday unless authorized by the Commissioner of Park Maintenance & Properties or his designee to do otherwise.

C-9 LICENSES AND PERMITS:

The contractor shall, at his expense, procure licenses and permits needed to conduct the work required under the terms of this contract. It shall be the responsibility of the contractor to obtain all necessary permits, lane closure permits and other needed authorization to conduct tree planting operations on all rights-of-ways. The contractor shall give any and all necessary formal notice required in conjunction with the lawful execution of the work of this contract.
C-10 APPROVED EQUAL:

The words "or approved equal" are implied in all cases throughout these detailed specifications, even though not expressly stated. All "or approved equal" items must be approved by the Manager of Urban Forestry or his designee before purchases are made by the contractor. Any substitute items offered which have not been approved by the Manager of Urban Forestry or his designee may be rejected.

C-11 SUPERVISION:

The awarded contractor shall consult with the Manager of Urban Forestry or their designee concerning details and scheduling of all work. The contractor shall email work locations for his staff and his subcontractor’s staff to Urban Forestry daily by 8:00 a.m. Failure to notify the city of planting daily work locations will result in default. Contractor shall have a Competent person in charge of this work at all times on site, to whom the Manager of Urban Forestry or their designee may issue directives and who shall accept and act upon such directives, and who reads, speaks and writes English competently.

The supervisor shall be easy to contact with questions or instructions. Each contractor shall provide a cellular telephone or pager number of the crew(s) supervisor, who must be available at all times to the Manager of Urban Forestry. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.

C-12 TRAFFIC CONTROL:

Traffic control is the total responsibility of the contractor and is coordinated with the proper Department(s) of the City of Cleveland.

The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City and is coordinated with appropriate departments. Traffic control is the responsibility of the contractor and shall be accomplished in conformance with State, County and Local highway construction codes.
C-13 DAMAGES:

Claims of damage done by contractor to any person or property, public or private, are the total responsibility of the contractor and are repaired or compensated for by the contractor to the satisfaction of the injured party and the city at no cost to the city.

C-14 NO WAIVER OF LEGAL RIGHTS:

Neither acceptance of nor payments for the work, or any part of the work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the contract, nor shall a waiver of any breach of the contract beheld to be waiver of any other or subsequent breach.

C-15 AWARD:

Prices shall be quoted in the units and bidders may quote on any or all items; however, the City reserves the right to award separate contracts for each item or for any combination of items or none of the sections, whichever in the opinion of the awarding authority is in the best interest of the City.

C-16 CONTRACT TERMINATION:

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The contractor is not adequately complying with the specifications or violates any portion of the contract/specifications.
3. Proper arboricultural techniques are not being followed after warning notification by the City or its authorized representatives.
4. The contractor refuses to, neglects to, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of the specified quality and quantity.
5. The contractor in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
6. The contractor refuses to proceed with work when and as directed by the City.
7. The contractor abandons the work.
C-17 INDEMNIFICATIONS:

The Contractor shall indemnify and hold harmless the City and its officers, agents and employees against all suits, claims, loss, cost, damage, expense, or liability that may be based upon any injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of the contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or his employee, and whether or not the persons injured or whose property was damaged were third parties, employees of the Contractor or employees of an authorized subcontractor; and the Contractor shall at his own expense defend the City in all litigation, pay all attorneys' fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at his own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees.

C-18 INSURANCE:

The contractor shall, at its expense at all times during the performance of services hereunder, maintain comprehensive general liability insurance insuring the Contractor against the indemnification obligations undertaken in these specifications. The comprehensive general liability insurance policy shall name the City as an additional insured, shall have limits of not less than One Million Dollars ($1,000,000.00) for any one incident, and shall be primary with respect to the Contractor's general liability, notwithstanding any other insurance covering the City.

1. The insurance policy provided hereunder shall provide as follows: "The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the Agreement involved, written notice will be sent by certified mail to the Director of Law of the City of Cleveland."

2. Upon submitting this bid, the bidder shall provide an exact copy of the insurance policy hereunder, and, prior to the execution of a contract, a copy of the endorsement naming the City as additional insured under the Contractor's comprehensive general liability coverage.
3. If an exact copy of the insurance policy required above cannot be provided, the Contractor shall submit to the City a certificate of insurance with respect to such policy. Such certificate shall contain the notification provision set forth in paragraph 1 above. If the additional insured endorsement required above is not available at the contract execution date, the Contractor shall submit to the City a notation of the endorsement together with either a Binder or an Advice of Insurance with respect to such endorsement.

4. The policy, certificate, Binder or Advice required in paragraphs 2 and 3 above shall, as to form coverage and carrier, be satisfactory to the Director of Law. If at any time, the coverage or carrier on any policy shall become unsatisfactory to the Director of Law, the Contractor shall, forthwith, provide a new policy meeting the requirements of the Director of Law.

C-19 BID SUBMISSION:

Prospective bidders are to submit two bids for this project. Bid A shall be submitted based upon compliance to all of the specifications as written, in these specifications, except where noted by the vendor. Bid B shall be submitted based upon compliance to all of the specifications as written, in these specifications with the exception of the watering requirements indicated in paragraphs D-17 and D-18, and where noted by the vendor. Please note taking exception to the specifications as written or as indicated in this paragraph, may cause your bid to be rejected.

C-20 CONTRACT DURATION:

The awarded requirement contract, if any, shall be for a period of one year with the option for a one-year renewal. The exercise of the renewal option shall be at the discretion of the City.
SECTION D

SPECIFICATIONS AND REQUIREMENTS

2018 SEASONAL CITYWIDE TREE PLANTING SERVICES

D-1 Planting Operations

This section includes specifications for site preparation and installation of trees. Under site preparation of the Tree Planting specification, the contractor shall do all excavation, clearing, cutting, backfilling and grading as necessary to bring the areas to the finished grade as required for the project specified in this section and other sections of the specifications. Under Planting Operations of the specifications, the contractor shall plant trees, water trees, and mulch trees all in accordance with specifications.

D-2 Protection of Existing Trees

Existing trees, which are nearby and at risk for being damaged during planting operations, should be protected. Any tree damaged by the contractor shall be repaired or replaced by the contractor at his expense, to the satisfaction of the City.

D-3 Insufficient Fill

Where there is insufficient fill to complete the grading of the site, it shall be the contractor's responsibility to furnish approved, clean topsoil at his expense to complete the grading item. If fill soil is needed, it should be approved by Urban Forestry.

D-4 Sub-grade Earth Removals

The contractor shall remove all debris from the planting site before depositing the tree and fill materials. This includes removing additional topsoil, vegetation, organic matter, stones greater than or equal to two inches in diameter and stumps six inches in diameter or less which do not make a stable foundation.

Comply/Exception: ____________________________
D-5 Existing Tree Removals

The contractor shall remove all trees from the planting site before installing the tree and fill materials. The trees to be removed will be no greater than four inches in diameter. The contractor will also remove the stump in order to prepare a suitable planting site. The Contractor may invoice the City for this service per the rate submitted on the Bid Schedule of items, Item #45 or Item #45B

Comply/Exception: __________________________

D-6 Sub-grade Earth Fills

In filling, remove all debris before depositing fill materials. Remove exceptionally hard spots, refill with approved material and re-tamp.

D-7 Topsoil and Its Use

For tree lawn plantings, existing soil shall be retained and used as backfill in the planting hole. The use of topsoil is prohibited without prior written approval from Urban Forestry.

D-8 Planting Mix

A sample of the planting mix soil shall be submitted to Urban Forestry for approval prior to use. The sample shall include the manufacturer’s analysis. If the soil is mixed by the contractor, the soil must be tested by a recognized soil testing lab. The contractor shall provide Urban Forestry with the test results.

Soil Texture – soil should be a sandy loam soil with 50-80% medium and coarse sand (<25% fine sand), 5-20% clay, 5-35% silt.

Stones and Rocks – no stones larger than 1 inch in the longest dimension are permitted. Stones ranging from 0.5 to 1 inch shall not exceed 5% of the soil volume, and gravel ¼ to ½ inches shall not exceed 5% of the soil volume.

Debris Content – particles greater than 1 inch in the longest dimension are not allowed. This includes fragments of brick, concrete, wood, glass, metal, stone and plastic. The total volume less than 1 inch long should not be more than 5% of the soil volume.
Contaminants – the soil shall be free of herbicides, heavy metals, biological toxins, or hydrocarbons that will impact plant growth or are at levels exceeding the EPA standards for soil contaminants.

Clod Size – the soil may contain an unlimited amount of peds that are less than 1 inch long, but clods from 1-3 inches should make up less than 10% of the soil volume and clods 3-6 inches should be < 5%.

Organic Matter – the soil shall have 4-6% organic matter by weight. If additional organic matter is needed, compost can be added to the soil. No soil mix should contain more than 15% compost by volume.

Density – soil density needs to be high enough to avoid settling, yet low enough to allow root growth. Topsoil should have a density of 1.0 to 1.4 g/cc and subsoil 1.2 to 1.5 g/cc.

Drainage – water should readily drain from the soil.

Soil pH – soil pH determines the availability of nutrients in the soil. The pH range of the soil shall be 5.5-6.5.

Soluble Salt – the soluble salt content shall be less than 2 dS/m (deci Siemens per meter)

Comply/Exception:_____________________

D-9 Concrete Cutouts

Planting locations that require cutting out concrete panels shall not be part of this contract.

D-10 Handling upon Arrival

During delivery, roots shall be kept moist and protected from drying out or freezing. If shipping B&B trees on an open trailer, the entire tree (canopy & roots) must be protected from drying by using a wind tarp or equivalent material. The B&B trees may also be shipped in a closed container truck for protection. The contractor shall coordinate with Urban Forestry so a representative can be present when the first delivery of trees arrives on site. Urban Forestry will inspect trees before they are unloaded by the contractor.
D-11 Planting Trees

The planting season for fall shall begin no earlier than October 1st, and shall end no later than November 15th. The planting season for spring shall begin no earlier than April 1st, and shall end no later than May 15th. Under no circumstances shall any trees be planted after November 15th for the fall planting season, or May 15th for the spring season unless specifically ordered in writing to do so. Planting is not allowed on days when air temperatures fall below zero degrees Fahrenheit.

The contractor shall notify Urban Forestry at least two (2) weeks in advance of the time he intends to plant trees past the cut-off period.

Comply/Exception:________________________

D-12 Tree Pit Preparation

The planting hole shall be prepared as follows:

1) Excavate to within 9" of every side of the tree pit and to a depth that will allow the root ball to rest on undisturbed, compacted soil and such that the trunk flare is at the finished hardscape grade once mulched.
   a. Excavation shall include removal of fill and disposal of any materials encountered within the limits of the work. Soil excavated from tree pits shall be disposed of off-site unless otherwise specified by the City.
2) Expose the trunk flare prior to placing the B&B tree in the planting hole. Doing so allows the contractor to measure planting hole depth. The planting hole depth shall be equal to the distance between the trunk flare and the bottom of the root ball.
3) Tree grates that are temporarily removed during planting operations shall be set back in place so they are level with surrounding walk and bolted back in place, where applicable.
4) Trees shall be centered in the tree pit.
5) Once the existing soil has been removed and the tree is placed in the planting hole, backfill with new soil. The new soil shall conform to the Planting Mix Soil specification.
Soil may need to be raised or lowered in the tree pits as appropriate to allow for grade adjustments. If soil is raised by the addition of planting mix in the planting hole, it must be properly compacted at the bottom of the hole to prevent settling below grade.

Comply/Exception:__________________________

**D-13 Tree Lawn Preparation**

Holes may be dug by hand, backhoe, tree spade or other approved equipment at specified location. Walls of the planting hole shall be dug so that they are properly sloped and sufficiently loosened to remove the glazing effects of digging. The planting hole shall be three times the diameter of the root ball. The bottom of the hole shall be deep enough to have the trunk flare level with the surrounding soil grade. Holes shall be excavated only on the day the tree is planted. The contractor is responsible for ensuring open holes are protected from pedestrian traffic until planted and covered with mulch.

All trees will be centered between curb and sidewalk unless otherwise specified by the Urban Forestry Manager.

**D-14 Depth of Planting**

Prior to planting, locate and expose the root flare at the top of the root ball. The planting hole depth shall be equal to the distance between the exposed root flare and the bottom of the root ball. Do not excavate any deeper than the depth needed to keep the root flare equal to the finished grade of the surrounding soil.

Comply/Exception:__________________________
PLANTING OPERATIONS:

D-15 Planting Hole Preparation

After determining the depth of the planting hole as specified, dig the planting hole three times wider than the diameter of the root ball.

Lift trees only from the bottom of the root balls or with belts or lifting harnesses of sufficient width so as not to damage the root balls. Do not lift trees by their trunk or use the trunk as a lever in positioning or moving the tree in the planting hole.

All nursery stakes, tags, wire, cordage and twine shall be removed and disposed of by the contactor. Remove the burlap from the top and sides of the root ball then remove the burlap from the planting hole. No burlap shall be pulled from under the root ball.

Remove the top two thirds of the wire basket from the planting hole before backfilling the planting hole.

Any trees not properly planted shall be rejected. The contractor shall remove and replace the rejected tree with a new tree that is properly planted. The improperly planted tree shall be removed and replaced with the contractor bearing all costs associated with removal/replacement.

Comply/Exception: ___________________________

D-16 Back Filling

Care shall be taken during the back filling and tamping to eliminate all air pockets. Do not over tamp the planting site as this will compact the soil & impede root growth.

D-17 Water

Thoroughly water all trees immediately after planting. Five gallons of water per inch in diameter plus an additional five gallons for each tree is the amount of water that shall be applied. Watering shall take place the day of planting. Apply water only by open-end hose at a very low pressure to avoid runoff. When planted, watered and fully settled, the tree shall be vertical.
**D-18 Tree and Site Maintenance**

Maintenance shall begin immediately after each tree is planted and continue until the guarantee period ends. The guarantee period begins on the day Urban Forestry inspects the tree and ends 12 months thereafter provided the tree has live, appropriately colored leaves covering 90% of the canopy at the end of the first growing season.

Maintenance shall consist of watering, weeding, mulching, and repairing guys and stakes, resetting trees to proper grades or upright positions.

Planting areas and trees shall be protected at all times against trespassing and damage of all kinds for the duration of the maintenance period. If a tree becomes damaged or injured, it shall be replaced as directed by the Urban Forestry Manager at no additional cost to the City.

Planting areas shall be kept weed free during the life of contract. Planting areas shall be maintained and watered during the life of contract. Watering of trees will take place throughout the guarantee period, at least 20 gallons at approximately two week intervals from May 15th to October 31st.

Trees must be set plumb and braced in position until backfill soil has been placed and tamped around the base of the root ball. Proper compacting of the soil around the root ball does not cause the tree to shift or move laterally one year later.

**Comply/Exception:**

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**D-19 Unfavorable Weather:**

Planting operations shall stop when soil is frozen or when the soil is muddy. Do not plant during hot, sunny weather. Hot weather is when temperatures exceed 80 degrees Fahrenheit.

**D-20 Pruning**

During planting, broken roots shall be severed cleanly to remove damaged parts close to injury, leaving as much length of root as possible.
Canopy pruning of dead, broken, or crossing branches shall be performed by an ISA Certified Arborist who shall follow the ANSI A300 Pruning Standard Part 1-2008.

**D-21 Staking and Guying**

Under normal circumstances trees shall not be staked or guyed unless specified by Urban Forestry. Staking however, may be necessary and required to support trees in sandy soils, extremely windy locations or where excessive soil needs to be removed from the top of the root ball in order to place the root flare at the proper depth for planting. If staking is required, the ANSI A300 Standard Part 3-2013 shall be followed.

Trees that settle out of plumb shall be excavated and reset prior to bud break in the spring. In no case shall trees that have settled out of plumb be pulled upright using guy wires.

If staking or guying is required, stakes and guys shall be installed immediately upon approval or planting, and shall be removed by the contractor at the end of the guarantee period. Any tree that is not stable at the end of this time shall be rejected and replaced by the contractor at no cost to the City.

**Comply/Exception:**

**D-22 Clean-Up**

Upon completion of the work, the contractor shall remove from the site: cordage, wrapping, staves and extraneous materials, except those necessary for maintenance.

**D-23 Lawn Restoration**

Any lawn area damaged by the contractor shall be repaired at no expense to the City with quality perennial grass seed mix or sod that must be approved by the City and established to a full thick stand.
**D-24 Mulching Trees**

Mulching material shall be aged, rough wood chips created by tree care chipping operations or equivalent as approved by Urban Forestry. The contractor is responsible for providing all mulch. Mulch shall be uniformly applied around trees within 24 hours after planting.

For tree lawn plantings, mulch shall be applied to a depth of three inches and to a diameter of six feet. For tree pit plantings, the mulch shall be applied to a depth of three inches and cover the entire surface area of the tree pit.

Mulch shall not come within six inches of the trunk of the tree when mulching is complete.

**Comply/Exception:**

**D-25 Guarantee**

All trees shall be guaranteed for a period of one year. Spring and fall planted material shall be in full count and vigorous condition for at least twelve months. Vigorous condition is defined as a canopy with live, appropriately colored leaves covering at least 90% of the canopy. Upon the completion of the guarantee period and replacement of failed trees, final payment shall be made and the contractor relieved of all responsibility for planting, maintenance and guarantee. Repair and/or replacement of guarantee material shall be completed not later than November 15th, for material originally planted during the fall of the previous season; and May 15th, for material originally planted during the spring of the previous season.

The period of guarantee shall begin on the date of Urban Forestry’s initial inspection (to approve 90% payment) and shall continue for a period of twelve months thereafter. If at any time before or during said period of guarantee, any defects or omissions become apparent in the work, or if it becomes apparent that any of the work is not in accordance with the requirements of the contract documents, or if any work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the work which is being done or has been done by the contractor, all as determined by Urban Forestry who will notify the contractor to rectify such defects or omissions, or to make the repairs so required.
If the contractor fails to begin to rectify such defects or omissions after preliminary acceptance, or if such rectification or repair work is not made in a manner satisfactory, the contractor shall not be paid for that tree.

If it is necessary to remove any part of the work to rectify defects or omissions or to repair defects in materials or workmanship, or if any part of the work becomes damaged due to such rectification or repairing, all such shall be replaced or repaired, all to the satisfaction of the City. The guarantee provisions shall also apply to all rectified or repaired work.

The contractor shall replace, without cost, as soon as weather permits, and within a specified planting period, all trees determined by the Urban Forestry Manager to be dead or in an unacceptable condition during and at the end of the guarantee period. To be considered acceptable, trees shall be in vigorous condition. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification.

The contractor shall make periodic inspections, at no extra cost, during the same guarantee period to determine what changes, if any, should be made in the maintenance program. If changes are recommended, they shall be submitted in writing to Urban Forestry. Claims by the contractor that the owner's maintenance practices or lack of maintenance results in dead or dying trees will not be considered if such claims have not been documented by the contractor during the guarantee period.

Comply/Exception:___________________________

D-26 Replacement of Tree Material

All trees that are dead, diseased, structurally deficient or not normally healthy or are in poor condition and those that have died back beyond the normal pruning line shall be replaced by the contractor at his expense with tree material of the specified species or variety, size and quality meeting the specifications.

Comply/Exception:___________________________
NURSERY STOCK:

D-27 Tree and Growing Conditions

All trees shall meet the ANSI Z60.1-2014 American Standard for Nursery Stock.

All trees should be healthy, vigorous and well-grown, showing evidence of proper root and canopy pruning, single-trunked, high branched specimens suitable for use along streets. No tree should have a branch greater than or equal to 1/3 the diameter of the trunk. All trees shall be between 1 3/4” and 2 1/2” inch caliper unless otherwise noted. All trees shall be grown at least one year in a currently active nursery having the same climatic conditions as Cleveland, Ohio. All trees shall be United States grown north of the I-70 highway and east of the Mississippi River.

All B&B trees shall have ball shape and size conforming to ANSI Z60.1-2014 standards. Root balls shall be adequately protected at all times from sun, heat, freezing, and drying.

Trees listed (B&B) Balled and Burlap, shall be delivered with hard, compact, natural balls of earth wrapped and tied in burlap. Trees with fractured root balls or manufactured root balls will be rejected.

The trunk flare will be found within two inches of the surface of the root ball.

D-28 Insect and Tree Disease

All tree material shall be free of insects, their eggs and larvae. Shipments shall be accompanied by Certification of Inspection from authorities having jurisdiction over uses and shipment. In addition, vendors must conform to the Ohio Pesticide Laws and pest quarantine laws.

D-29 Mechanical or Cultural Injury

Trees shall be free of mechanical or cultural injury, injury by rodents and free of noticeable after effects of insects (borers).
D-30 Names

Trees shall be labeled with their scientific name and common name.

Comply/Exception: ____________________________

D-31 Nursery, Nursery Grown, Nursery Stock

For the purpose of this specification, a nursery is an established commercial enterprise not in the process of liquidation which propagates, grows and sells, or offers for sale to the general public, nursery grown, nursery stock produced upon its own land (or bought from its commercial competitors as its sole or principal occupation activity). Those whose principal occupation is not production of trees for general public sale at a profit are not qualified as nurseries, nor are their trees nursery grown, nor their trees nursery stock under these specifications.

D-32 Source of Nursery Stock

The contractor shall supply Urban Forestry with complete information as to where the nursery stock is grown prior to inspection or delivery of samples.

Comply/Exception: ____________________________

D-33 Preliminary Acceptance

Upon completion of all planting, staking, guying and watering, the tree planting shall be inspected and if found in order as specified, preliminary acceptance made. Preliminary acceptance does not include replacement per guarantee. Trees of poor quality (related to ANSI Z60) or incorrectly planted according to this contract will require replacement or correction before the trees are preliminarily accepted.

Invoices shall be submitted each Monday for the prior week's installations. The Urban Forestry Section will inspect the newly planted trees within 30 days of receipt of the invoice and submit approved trees
for the initial 90% payment. After trees are inspected, the contractor will be notified of any corrections that need to be made. The contractor may make corrections at his/her discretion. However, all corrections must be made before the one year guarantee period expires. The contractor will not be paid the initial 90% until all corrections have been made and approved. After corrections are made, Urban Forestry will re-inspect and approve initial 90% payment within 30 days.

It shall be the contractor’s responsibility to submit invoices for completed work immediately upon completion to initiate the inspection and approval process.

Please Note: If it is the practice of any awarded contractor to “hold” invoices and deliver an excessive amount of invoices to Urban Forestry at one time, this may delay preliminary inspections, and subsequently approval and initial payment, outside of the 30 days goal set by the City.

D-34 Acceptance in Part

Work may be accepted in parts. Acceptance of work in parts shall not waive any other provision of this contract.

D-35 Final Inspection and Final Acceptance

The Urban Forestry staff shall inspect all work for final acceptance upon written request of the contractor.

At the end of the guarantee period and upon written request of the contractor, the Urban Forestry staff will inspect all guaranteed work for final acceptance. The request shall be received at least ten calendar days before the anticipated date for final inspection. Upon completion and re-inspection of all repairs or replacements necessary the Urban Forestry Manager shall certify, in writing, that the project has received final acceptance.

Final acceptance of tree material shall be for general conformance to specified size, character, and quality and shall not relieve the contractor of responsibility for full conformance to the contract documents, including correct species.
**D-36 Payment**

Payment shall be made to the contractor as follows:

- 90 percent of contract sum upon receipt and preliminary acceptance of tree planting.

- 10 percent of contract sum after final inspection and final acceptance.

**Comply/Exception:______________________________**
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.epsls.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.
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 WHICEVER IS APPLICABLE:

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

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

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

Draft
Rev. 03-30-12

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NOTICE TO BIDDERS

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

NOTICE TO BIDDERS:

Introduction

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

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

Bid Schedules

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

Fair Employment Wage

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

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

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

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

   and

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

   and
3. The bidder is either

(a) a for profit company with at least 20 employees at the time of execution of a contact with the City; or
(b) a non-profit employer with at least 50 employees at the time of execution of a contract with the City and the salary ratio between the highest and lowest paid employees is more than 5 to 1.

Covered Employees

A. Definition.

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

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

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

B. Exclusions.

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

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

Update 8.26.05
5. Employees of commercial retail establishments
6. Persons not employed in the State of Ohio
7. Persons under 18 years of age
8. Persons working, on average, less than 30 hours per week

Exemptions from Fair Employment Wage Law

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

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

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

Health Care Insurance Preference

The bidder may be eligible for a preference if you provide reasonable health care insurance coverage to employees who work over 30 hours a week. However, no preference shall be given if the price bid for the service
contract exceeds the lowest price bid by more that five percent (5%). Section 189.031 of the Codified Ordinances of the City of Cleveland defines reasonable health care coverage as a plan that is comparable or superior to the family health care plan offered by the City of Cleveland to its employees. In order for the plan to be deemed comparable or superior, the plan must meet or exceed the plan of the City of Cleveland in the following respects:

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

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

**Record-keeping Responsibilities**

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

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

Upon demand of the City, you or your company shall provide access to the payroll records required to be maintained, and shall allow City representatives to observe work being performed and to interview
employees as may be necessary to monitor compliance or to investigate a charge of noncompliance with the Fair Employment Wage provisions.

**Employee Notice Requirements**

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

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

**City Resident Hiring**

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

**Compliance with Federal Laws**

The bidder shall comply with all applicable Federal labor laws, including the National Labor Relations Act.
SCHEDULE 1

DECLARATION OF NUMBER OF
PERSONS EMPLOYED BY THE BIDDER

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

2. 
   Number of Current Employees
   ______________________________________________________

   Number of Employees If Contract Is
   Awarded
   ______________________________________________________

   *
   *
   *
   *
   *

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

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

Name: ____________________________
Title: ____________________________
SCHEDULE 2

DECLARATION OF HEALTH INSURANCE COVERAGE

NOTE: All bidders must complete items 1 and 2.

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

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

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

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

   a. What is the monthly employee contribution to the health care insurance plan?
b. What is the amount of any employee deductible for plan coverage?

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

d. Is dental insurance offered to your employees?

e. Describe the range of services offered under any health care insurance plans offered to your employees.
4. Have you offered reasonable health care insurance to your employees that they, as a group, have refused? _______yes _______no
   When?

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

________________________________________
Name:

________________________________________
Title:

Update 8.26.05
SCHEDULE 3

AFFIDAVIT OF COMPLIANCE WITH CLEVELAND CODIFIED
ORDINANCE CHAPTER 189

County of ______________________

) ss:

State of ______________________

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

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

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

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

_________YES  _________NO

FURTHER AFFIANT SAYETH NAUGHT.

______________________________

Name: __________________________
Title: __________________________

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

______________________________
Notary Public
SCHEDULE 4

CURRENT CONTRACTS WITH THE CITY

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

1. City Contract Number.
2. Type of Services.
3. Contract Expiration Date.
5. Amount paid to date (specify date).___
MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Melissa K. Burrows, Ph.D., Director
Office of Equal Opportunity
EQUAL OPPORTUNITY CLAUSE
(Section 187.22(b) C.O.)

Each Contract also shall contain the following equal opportunity clause:

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

(1) The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group or Vietnam-era or disabled veteran status. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, sexual orientation, national origin, age, disability, ethnic group, or Vietnam-era or disabled veteran status. As used in this chapter, "treated" means and includes without limitation the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the hiring representatives of the contractor setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.

(3) The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract, or understanding, a notice advising the labor union or worker's representative of the contractor's commitments under the equal opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) It is the policy of the City that local businesses, minority-owned businesses and female-owned businesses shall have every practicable opportunity to participate in the performance of contracts awarded by the City subject to the applicable provisions of the Cleveland Area Business Code.

(5) The contractor shall permit access by the Director or his or her designated representative to any relevant and pertinent reports and documents to verify compliance with the Cleveland Area Business Code, and with the Regulations. All such materials provided to the Director or designee by the contractor shall be considered confidential.

(6) The contractor will not obstruct or hinder the Director or designee in the fulfillment of the duties and responsibilities imposed by the Cleveland Area Business Code.

(7) The contractor agrees that each subcontract will include this Equal Opportunity Clause, and the contractor will notify each subcontractor, material supplier and supplier that the subcontractor must agree to comply with and be subject to all applicable provisions of the Cleveland Area Business Code. The contractor shall take any appropriate action with respect to any subcontractor as a means of enforcing the provisions of the Code."
City of Cleveland
Mayor’s Office of Equal Opportunity

Cleveland Area Business Code

NOTICE TO BIDDERS

1. **Introduction:**

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

2. **Definitions:**

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

(a) “Bidder” means a Person offering to contract with the City in response to an invitation to bid.

(b) “Bid Discount” means the application of a percentage discount to the total amount of a bid submitted by a Bidder for a Contract solely for the purpose of bid comparisons when evaluating the lowest and best bid, or lowest responsible bid. The use of a Bid Discount for bid comparison does not alter the total amount of the bid submitted by a Bidder or the Contract executed based on a bid.

(c) “Business Enterprise” means a firm, sole proprietorship, partnership, association, corporation, company, or other business entity of any kind including, but not limited to, a limited liability corporation, incorporated professional association, joint venture, estate, or trust.

(d) “City” means the City of Cleveland, Ohio.

(e) “City of Cleveland Small Business” or “CCSB” means a CSB that has its principal office located physically within the municipal boundaries of the City.

(f) “Cleveland Area Small Business” or “CSB” means a Business Enterprise certified under division (a) of Section 187.03.

(g) “Cleveland Contracting Market” or “Contracting Market” means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, Medina County, Portage County, and Summit County, Ohio, or the geographic market area identified in a disparity study or otherwise as provided in Section 187.28.

(h) “Contract” means a binding agreement executed on or after the effective date of this Cleveland Area Business Code by which the City either grants a privilege or is committed to expend or does expend its funds or other resources, or confers a benefit having monetary value including, but not limited to, a grant, loan, interest in real or personal property, or tax incentive in any form for or in connection with any work, project, or public purpose.

(i) “Contracting Department” includes any administrative department under charge of the Mayor or any office, board, or commission treated or construed as a department of City government for any purpose under the Charter or ordinances of the City for the benefit or program of which the City
enters into a particular Contract.

(j) "Contractor" means a separate or distinguishable Business Enterprise employing one or more persons and participating in the performance of a Contract, including but not limited to CSBs, MBEs and FBEs where applicable, and shall include a party in privity with a Contractor for implementation of a Contract.

(k) "Director" means the Director of the Office of Equal Opportunity.

(l) "Evaluation Credit" means a predetermined number of points in the evaluation of proposals submitted by a Bidder for a Contract to be added solely for the purpose of proposal comparison when evaluating competing proposals. The use of Evaluation Credits does not alter the amount of the proposal submitted by a Bidder or the Contract executed based on the proposal.

(m) "Female" includes only a United States citizen or lawful, permanent resident who is a member of the female gender.

(n) "Female Business Enterprise" or "FBE" means a Business Enterprise owned, operated, and controlled by one or more Females who have 51% ownership. The one or more Females must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of Female ownership. To qualify as a Female Business Enterprise, the Business Enterprise shall be located and doing business in the Cleveland Contracting Market.

(o) "Local Contracting Market" or "Contracting Market" means the geographic market area consisting of Cuyahoga County, Geauga County, Lake County, Lorain County, and Medina County, Ohio; provided, however, that with respect to growers or producers of food only, the geographic market area also shall include: Erie County, Huron County, Richland County, Ashland County, Wayne County, Holmes County, Stark County, Summit County, Portage County, and Tuscarawas County.

(p) "Local Producer" means a Person that:

(1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and

(2) A. grows food or fabricates goods, whether or not finished, from organic or raw materials;

B. processes goods, materials, food or other products so as to increase their commercial value by not less than 50%;

C. supplies goods by performing a Commercially Useful Function; or

D. provides, by its qualified full-time employees, maintenance, repair, personal, or professional services.

(q) "Local-Food Purchaser" means a Business Enterprise that, in implementation of its City contract, purchases Local Food in an amount comprising not less than twenty percent (20%) of the Business Enterprise's City Contract amount.

(r) "Local Sustainable Business" means a Business Enterprise that:

(1) has its principal office (headquarters) located physically in the Local Contracting Market and whose highest executive officers and highest level managers maintain their offices and perform their respective executive and managerial functions and duties in the Local Contracting Market; and
(2) has established sustainability goals for itself and is a member of or signatory to a nationally-recognized sustainability program, which goals and program have been determined acceptable by the City Chief of Sustainability or other officer designated by the Mayor.

(s) "Minority Business Enterprise" or "MBE" means a Business Enterprise owned, operated and controlled by one or more Minority Persons who have at least 51% ownership. The Minority Person(s) must have operational and managerial Control, interest in capital, and earnings commensurate with the percentage of ownership. To qualify as a Minority Business Enterprise, the enterprise shall be located and doing business in the Cleveland Contracting Market.

(t) "OEO" means the Office of Equal Opportunity of the City of Cleveland.

(u) "Proposer" means any Person proposing to contract with the City in response to a request for proposals or other similar solicitation.

(v) "Regional Cleveland Area Small Business" or "RCSB" means a CSB that has its principal office located physically within the territorial boundaries of Cuyahoga County but outside the municipal boundaries of the City.

(w) "Regulation" or "Regulations" means and includes the regulations implementing this Code and promulgated by the Director of Equal Opportunity under division (b)(6) of Section 123.08 of these Codified Ordinances.

(x) "Small Business Enterprise" or "SBE" means a Business Enterprise that meets the established economic criteria for a SBE and is owned, operated and controlled by one or more persons who meet the economic criteria for SBE ownership established by the Director in the Regulations.

3. **Required OEO Schedules:**

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

**Schedule 1: PROJECT CONTACT INFORMATION FORM**

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

**Schedule 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

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

**Schedule 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR**

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

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

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

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

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

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

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

4. Equal Employment Certification:

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

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

Revision Date: May 15, 2015
Each contractor’s affirmative action program shall contain the following components:

(1) A diagnostic component that includes quantitative analyses comparing the composition of the Contractor's workforce to the composition of the Cleveland Contracting Market employment pool according to the most current census data available, grouped by EEO occupations.

(2) Each affirmative action program shall contain placement goals as follows:

(i) For each non-construction contract, placement goals equal to the availability percentage for women or minorities where the percentage of women or minorities employed by the contractor in a particular job group is less than would reasonably be expected given their percentage availabilities in the corresponding Cleveland Contracting Market employment pool. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a Contractor to grant a preference to any individual or adversely affect an individual’s employment status for an unlawful discriminatory reason.

(ii) For each construction contract, establish placement goals for minorities and women for each trade involved in the performance of the contract equal to the goals established by the Director. Placement goals are objective targets reasonably attainable by applying a good-faith effort to implement all aspects of the affirmative action program; they are not inflexible quotas. Placement goals do not authorize or require a contractor to grant a preference to any individual or adversely affect an individual’s employment status for an unlawful discriminatory reason.

(3) Identification of problem areas through analysis of the contractor’s employment process to determine if it affords or incorporates, or contains impediments to, equal employment opportunities.

(4) Action-oriented programs consisting of practical steps the contractor will implement to address any identified problem areas or the underutilization of women or minorities in relation to their availability in the relevant labor pool.

(5) Internal auditing and reporting systems that monitor and examine the impact the contractor’s employment decisions and compensation systems have on women and minorities and their progress toward achieving a workforce that would be expected in the absence of discrimination.

(6) Policies, practices, and procedures that the contractor will implement to ensure that all qualified applicants and employees enjoy equal opportunity in recruitment, selection, advancement, and every other term and privilege associated with employment.

(7) Any additional requirements the Administrator may require through the Regulations or on a case-by-case review of a contractor’s proposed affirmative action program.

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

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

There are two classifications of CSBs:

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

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

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

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

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

6. **CSB Contract Participation**

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

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

<table>
<thead>
<tr>
<th>Contract Type</th>
<th>CSB Subcontractor Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Contracts</td>
<td>30%</td>
</tr>
<tr>
<td>Professional Services Contracts</td>
<td>10%</td>
</tr>
<tr>
<td>All Other Contracts</td>
<td>20%</td>
</tr>
</tbody>
</table>

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

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

7. **MBE/FBE Certification:**

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

Revision Date: May 15, 2015
A business is eligible for certification as a Minority Business Enterprise (MBE) if:

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

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

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

8. **MBE and FBE Contract Participation**

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

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

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

9. **MBE/FBE Bid Discounts:**

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

10. **MBE/FBE Evaluation Credits:**

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

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

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

12. **CSB Bid Discounts:**

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

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

13. **CSB Evaluation Credits:**

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

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

14. **CSB Subcontracting Bid Discounts and Additional Retainage:**

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

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

15. **LPE and SUBE Certification:**

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

16. **LPE and SUBE Bid Discounts:**

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

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

17. **LPE and SUBE Evaluation Credits:**

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

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

18. **Maximum Annual Subcontracting Program Benefit:**

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

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

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

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

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

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

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

Revision Date: May 15, 2015
If a CSB, MBE or FBE supplier is not a manufacturer and is not performing a commercially useful function in the supply process, the supplier’s participation will not be counted towards the CSB, MBE or FBE participation on the contract.

20. **Joint Ventures:**

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

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

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

22. **Subcontractor Participation Compliance Monitoring**

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

The City of Cleveland uses a web-based contractor certification and contract compliance monitoring system, colloquially known as B2Gnow, to monitor compliance on City contracts. Contractors can access the system at [http://cleveland.diversitycompliance.com](http://cleveland.diversitycompliance.com), or though a link on the Office of Equal Opportunity’s website at [http://city.cleveland.oh.us/oeo](http://city.cleveland.oh.us/oeo).

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

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

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

**Community Benefit Policies:**

- CODIFIED ORDINANCE 123 PREVAILING WAGE
- CODIFIED ORDINANCE 187 CLEVELAND SMALL BUSINESS
- CODIFIED ORDINANCE 187A LOCAL PRODUCER SUSTAINABLE DEVELOPMENT
- CODIFIED ORDINANCE 188 CLEVELAND RESIDENT EMPLOYMENT LAW

Revision Date: May 15, 2015
- CODIFIED ORDINANCE 189  LIVING WAGE
- Green Building Standards, Office of Sustainability

Questions about the certification process or the OEO Schedules should be directed to the Office of Equal Opportunity (OEO) at (216) 664-4152.
MAYOR'S OFFICE OF EQUAL OPPORTUNITY
PARTICIPATION INFORMATION FORM
(Requirement and Standard Contracts)

The Subcontractor Participation Goals for this contract are:

20% CSB Participation

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


Click on CSB/MBE/FBE Registry.
City of Cleveland
Office of Equal Opportunity
Schedules Checklist

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

Schedule 1: Project Contact Information Form
☐ Is all requested contact information included?
☐ Is the form complete and signed?

Schedule 2: Schedule of Subcontractor Participation
☐ Did you specify the total dollar amounts for each subcontract?
☐ Did you verify that each subcontractor is certified for the type of work to be performed?
☐ Is the form complete and signed?

Schedule 3: Statement of Intent to Perform as a Subcontractor
☐ Did the subcontractor specify the total dollar amount of the subcontract?
☐ If applicable, has the re-subcontracting section been completed?
☐ Is the form complete and signed by the subcontractor?

Schedule 4: CSB/MBE/FBE Subcontractor Unavailability/Impracticality Certification
☐ Did you list all companies you have contacted? (If additional space is needed, attach a separate sheet)
☐ If you are claiming that subcontracting is not available or practical on this contract, have you provided an explanation on a separate, attached sheet?
☐ Is the form complete and signed?
City of Cleveland - Office of Equal Opportunity  
SCHEDULE 1: PROJECT CONTACT INFORMATION FORM

<table>
<thead>
<tr>
<th>Project Name:</th>
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</thead>
<tbody>
<tr>
<td>Bidder/Proposer Name:</td>
<td></td>
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</table>

**Part I: Bidder Information**

<table>
<thead>
<tr>
<th>Contractor's Full Legal Name:</th>
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</thead>
<tbody>
<tr>
<td>Contractor's Address:</td>
<td>Federal Tax ID Number (EIN):</td>
</tr>
<tr>
<td>City:</td>
<td>State and Zip:</td>
</tr>
<tr>
<td>Contractor's Principal Officer Name:</td>
<td>Phone Number:</td>
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<tr>
<td>Contractor's Main Email Address:</td>
<td></td>
</tr>
<tr>
<td>Contractor's Authorized OEO Representative Name:</td>
<td>Phone Number:</td>
</tr>
<tr>
<td>Authorized OEO Representative Email Address:</td>
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</tbody>
</table>

Are you Certified with the Office of Equal Opportunity? Check all that apply:

- [ ] CSB
- [ ] MBE
- [ ] FBE
- [ ] SUBE
- [ ] LPE
- [ ] SFP

Signature: ___________________________ Date: ___________________________

Bidder/Proposer Representative:

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

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

Authorized Representative:

Signature:                  Date:
# City of Cleveland - Office of Equal Opportunity

**SCHEDULE 2: SCHEDULE OF SUBCONTRACTOR PARTICIPATION**

**ADDITIONAL SUBCONTRACTOR FORM**

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Part 1: SPEC ITEM #</th>
<th>Part 2: TYPE OF WORK OR MATERIALS/SUPPLIES</th>
<th>Part 3: SUBCONTRACT AMOUNT</th>
</tr>
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City of Cleveland - Office of Equal Opportunity

SCHEDULE 3: STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR

Subcontractor Name:

Bidder/Proposer Name:

Project Name:

Subcontractor is a:  
☐ CSB  
☐ MBE  
☐ FBE  

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

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

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

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

<table>
<thead>
<tr>
<th>Part 1: SPEC ITEM #s</th>
<th>Part 2: TYPE OF WORK OR SUPPLIES/MATERIALS</th>
<th>Part 3: TOTAL SUBCONTRACT AMOUNT IN DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

RE-SUBCONTRACTING

The undersigned prospective subcontractor will re-subcontract work on this contract:  
☐ Yes (If Yes, fill out a "Blank" Schedule 2 and indicate the subcontractors being used as 2nd Tier subcontractors.)  
☐ No

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

Authorized Subcontractor Representative:

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

<table>
<thead>
<tr>
<th>Project Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder/Proposer Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

Section A:

Please check one of the following:

☐ 1. Prime Contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation MEETING OR EXCEEDING the goals set forth in the bid documents.

☐ 2. Prime contractor has submitted Schedules 1 and 2 indicating CSB/MBE/FBE Subcontractor participation that DOES NOT MEET the goals set forth in the bid documents.

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

Section B:

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

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

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

<table>
<thead>
<tr>
<th>CONTACTED CONTRACTOR</th>
<th>PROPOSED WORK/SUPPLIES</th>
<th>REASON FOR UNAVAILABILITY</th>
<th>DATE OF CONTACT</th>
<th>DATE RESPONSE RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

Authorized Representative: 

Signature:    Date:
SCHEDULE 4
CSB/MBE/FBE SUBCONTRACTOR UNAVAILABILITY/IMPRacticalITY
CERTIFICATION

REASONS FOR CSB/MBE/FBE SUBCONTRACTOR UNAVAILABILITY

Instructions:
You may insert in Schedule 4, under the column Reasons for Unavailability, all letters identifying the reason why each prospective subcontractor listed on Schedule 4 was unable to prepare a bid or unavailable to participate on the City contract for which you are bidding.

Example Reasons for Unavailability

A. Subcontractor did not respond to the Bidder’s request for a quotation.
B. Subcontractor responded to the Bidder’s request but not as to the type of work or supplies for which requested.
C. Subcontractor does not perform the specific work or furnish the specific supplies the Bidder requested, as part of the type(s) of work or supplies for which OEO has certified it as a CSB/MBE/FBE.
D. Subcontractor is unavailable because its workforce is or will be fully employed on other work during time of contract performance.
E. Subcontractor stated it had insufficient time or information on which to prepare a bid. F. Subcontractor’s bid price(s) were too high to be competitive (Explain in detail).
G. Other. (Explain in detail)
Office of Equal Opportunity
2018 Submission Schedule

Monthly Subcontractor Payment Reports
Certified Payroll Reports

All required Office of Equal Opportunity (OEO) monthly reporting shall be submitted via the B2Gnow Contract Compliance Monitoring System (Cleveland.DiversityCompliance.com) and the LCPtracker Certified Payroll Tracking System (www.LCPtracker.net – for Construction Contracts over $100,000) according to the following schedule:

<table>
<thead>
<tr>
<th>REPORTING MONTH</th>
<th>DATE DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DECEMBER 2017</td>
<td>JANUARY 23, 2018</td>
</tr>
<tr>
<td>JANUARY 2018</td>
<td>FEBRUARY 21, 2018</td>
</tr>
<tr>
<td>FEBRUARY 2018</td>
<td>MARCH 21, 2018</td>
</tr>
<tr>
<td>MARCH 2018</td>
<td>APRIL 24, 2018</td>
</tr>
<tr>
<td>APRIL 2018</td>
<td>MAY 22, 2018</td>
</tr>
<tr>
<td>MAY 2018</td>
<td>JUNE 21, 2018</td>
</tr>
<tr>
<td>JUNE 2018</td>
<td>JULY 24, 2018</td>
</tr>
<tr>
<td>JULY 2018</td>
<td>AUGUST 21, 2018</td>
</tr>
<tr>
<td>AUGUST 2018</td>
<td>SEPTEMBER 21, 2018</td>
</tr>
<tr>
<td>SEPTEMBER 2018</td>
<td>OCTOBER 23, 2018</td>
</tr>
<tr>
<td>OCTOBER 2018</td>
<td>NOVEMBER 21, 2018</td>
</tr>
<tr>
<td>NOVEMBER 2018</td>
<td>DECEMBER 21, 2018</td>
</tr>
<tr>
<td>DECEMBER 2018</td>
<td>JANUARY 22, 2019</td>
</tr>
</tbody>
</table>