



INVITATION TO BID

(This is not an order.)

CITY OF CLEVELAND

Division of Purchases & Supplies
 601 Lakeside Avenue
 Room 128
 Cleveland, OH 44114

Buyer: Jules Gilliam
 216-664-2621
 jgilliam@city.cleveland.oh.us

Requestor: Tom Kushner
 216-420-8107
 Tkushner@city.cleveland.oh.us

Procurement Folder	RFB No.	RFB Description	
149621	RFB 7015 202400000000580	Parts & Labor for Air Compressors Maintenance - October 2024	
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
October 24, 2024 3:00 PM		7015	October 24, 2024 3:00 PM

SCHEDULE OF EVENTS

Event Description			Event Date	
Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 1	Parts & Labor for Air Compressors Maintenance - October 2024		From To	

Vendor to Supply General Maintenance, Repair and Replacement Of:

1. Stationary Compressors and Related Components
2. Vehicle Lifts and Related Components
3. Fluid & Grease Dispensing Equipment and Related Components
4. Binks-Pyramid Downdraft Spray Booth Repair, Maintenance and Related Components
5. Exhaust Extraction System Repair, Maintenance and Related Components
6. Tire Changing and Balancing Machine Repair, Maintenance and Related Components

Labor Rate per Hour: \$ _____

*****Vendor MUST Submit Price List Along with Bid Submission*****

*****Please See Attachments for Additional Details & Specifications*****

*****The Bid Must Be Submitted to: CityofClevelandbids@Clevelandohio.Gov - ONLY*****

*****Purchase Order Valid for One (1) Year or Until Funds Are Exhausted Whichever Occurs First*****

*****Services & Orders Are To Be Provided After Prior Departmental Approval*****

*****Services & Orders Are To Be Provided As Needed*****

*****Purchase Order Not to Exceed \$25,000.00*****

*****Quantities & Orders May Vary*****

Ship To:	Vendor Response	
MOTOR VEHICLE MAINTENANCE MOTOR VEHICLE MAINTENANCE 4150 EAST 49TH STREET, BLDG. #1 Cleveland, OH 44105	Contract Amount	
	\$	

Vendor Response	Vendor Total Amount for Items	Vendor Total Amount for Services	Payment Discount Offer	
	\$	\$	%	Day(s)



INVITATION TO BID

(This is not an order.)

CITY OF CLEVELAND

Division of Purchases & Supplies
 601 Lakeside Avenue
 Room 128
 Cleveland, OH 44114

Buyer: Jules Gilliam
 216-664-2621
 jgilliam@city.cleveland.oh.us

Requestor: Tom Kushner
 216-420-8107
 Tkushner@city.cleveland.oh.us

Procurement Folder	RFB No.	RFB Description	
149621	RFB 7015 20240000000580	Parts & Labor for Air Compressors Maintenance - October 2024	
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
October 24, 2024 3:00 PM		7015	October 24, 2024 3:00 PM

TERMS OF DELIVERY

- Price quoted shall be F.O.B. delivered to the place designated on purchase order. No other terms will be acceptable.
- Delivery quoted must be stated in terms of work days after receipt of the order.
- All charges for shipping must be included within the Unit Price for each item quote unless otherwise designated by a separate line with a specified dollar amount inclusive of all shipping charges.
- No freight charges will be considered nor processed for payment unless apart of the original quote submitted prior to bid award.

EVALUATION CRITERIA

Group/Line #	Evaluation Criteria Description	Response Type
1 / 1	Lowest and best bidder under Chapter 181 C.O.	NONE

BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON REVERSE SIDE OF THIS BID

Shipping/Freight Charges

ALL CHARGES FOR SHIPPING MUST BE INCLUDED WITHIN THE UNIT PRICE OF EACH QUOTE UNLESS OTHERWISE DESIGNATED BY A SEPARATE LINE ITEM WITH A SPECIFIED DOLLAR AMOUNT INCLUSIVE OF ALL SHIPPING CHARGES.
 NO FREIGHT CHARGES WILL BE CONSIDERED NOR PROCESSED FOR PAYMENT UNLESS APART OF THE ORIGINAL QUOTE SUBMITTED PRIOR TO BID AWARD.

Call Buyer Only

Bidders must address all questions to the Buyer (See Above.) Do NOT contact the "Requestor." Contract only the Buyer listed above.

MSDS required

A Material Safety Data Sheet is required to be shipped with each specific applicable item on this PO.

No Price increase

This Purchase Order does not permit price increases.

Missing information

It is each bidder's individual responsibility to determine for themselves, in advance of bid submission, the accuracy and completeness of any and all information in an RFB. If a potential bidder does not notify the Division of Purchases and Supplies in advance of the bid opening date of any possible discrepancy then any such discrepancy or erratum cannot be the basis for a protest of award. Contact the Buyer immediately if there is a question of accuracy or completeness in these bid documents.



INVITATION TO BID

(This is not an order.)

Buyer: Jules Gilliam
216-664-2621
jgilliam@city.cleveland.oh.us

Requestor: Tom Kushner
216-420-8107
Tkushner@city.cleveland.oh.us

CITY OF CLEVELAND

Division of Purchases & Supplies
601 Lakeside Avenue
Room 128
Cleveland, OH 44114

Procurement Folder	RFB No.	RFB Description	
149621	RFB 7015 202400000000580	Parts & Labor for Air Compressors Maintenance - October 2024	
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
October 24, 2024 3:00 PM		7015	October 24, 2024 3:00 PM

BIDDER MUST COMPLETE & SIGN BELOW

NAME OF THE FIRM:		
STREET ADDRESS:		
CITY:	STATE:	ZIP CODE:
FED ID # / SSN #:		
PHONE NO.:	FAX NO.:	
EMAIL ADDRESS:		
PLEASE PRINT CONTACT NAME:		
AUTHORIZED SIGNATURE:	DATE:	

All bids and related documents must be enclosed in a sealed envelope and marked with the RFB number.

RETURN BID TO: Division of Purchases & Supplies
601 Lakeside Ave
Room 128, City Hall
Cleveland, OH 44114

Effective Immediately: In accordance with Codified Ordinance 181.13 (I) the City shall receive competitive sealed bids through email. All City of Cleveland bids estimated to be less than 50K in value will be submitted and received electronically via email. All bids must be emailed to CityofClevelandbids@clevelandohio.gov. Upon receipt of your bid, you will receive a reply indicating your bid has been received.

Bidder's Instructions

See enclosed Terms & Conditions. Read and follow all terms and conditions of the bid.

Bids must be submitted to CityofClevelandbids@clevelandohio.gov, the Document ID Number and Buyer's Name must be identified in the email subject line. Also clearly state the Document ID Number, Bid Description, Buyer's Name and Closing Date.

Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.

Northern Ireland Affidavit must be completed, signed and included with each bid.

The bid must be submitted to: CityofClevelandbids@Clevelandohio.Gov

Bids received after the Closing Date, Closing Time and sent to any other email address not identified in the Bidders Instruction cannot be considered.

The bid documents must include:

- The Document ID Number and Buyers Name in email subject line
- PDF File of Request For Bid Form
- Terms & Conditions.
- Northern Ireland Affidavit.

Contact the Buyer immediately at the number on the Bid Form if you do not have all the required documents.

TERMS AND CONDITIONS

1. **Acceptance of Purchase Order.** This Purchase Order shall be effective when Seller executes it, otherwise indicates its acceptance, or delivers to the City of Cleveland any of the goods ordered herein or renders for the City any of the services ordered herein. If this Purchase Order has been issued by the City in response to an offer, then the issuance of this Purchase Order by the City shall constitute an acceptance of such offer subject to the express condition that the Seller assent to any additional or different terms contained herein. Any additional or different terms or conditions contained in any acknowledgement of the purchase by the Seller shall automatically be deemed objected to by the City and shall not be binding upon the City unless specifically accepted by the City in writing.
2. **Entire Agreement.** This order, the instructions to bidders, the Request for Bid, the Bid Schedule of Items, and any specification and/or other attachments, if any, incorporated hereby by reference, constitute the entire agreement between the parties and replaces and supersedes any prior or contemporaneous communications, representations, or agreements, whether oral or written with respect to such matter.
3. **Indemnification.** Seller shall indemnify, defend, and hold harmless the City, its officers, agents, and employees from all claims, demands, liabilities, losses, suits, cause of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from the 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 of Seller or its agents, employees, subSellers or suppliers, in the furnishing of the goods covered by this PO, or because of any imperfection or defect in said goods, or based upon any claim of product liability of strict liability in tort, or because of the failure of such goods to be in accordance with the description of such goods as may appear in any catalog, analytical information report or other technical bulletin as is furnished or used by the City, or because of the failure of such goods to be produced in compliance with the requirements of this PO.
4. **Limit of Liability.** In no event shall the City be liable for anticipated profits, incidental or consequential damages, or penalties of any description. The City's liability on any claim arising out of or connected with or resulting from this contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim.
5. **Remedies.** The city's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law or in equity. Waiver of any breach shall not constitute waiver of any other breach of the same or any other provision. Acceptance of any items or payment therefore shall not waive any breach.
6. **Default.** Payment or acceptance of any items after the delivery date shall not constitute a waiver of the City's right to cancel this order with respect to subsequent deliveries. The City reserves the right to reasonable testing and inspection before payment or acceptance. The City's failure to inspect and accept or reject goods, materials, or articles shall not relieve Seller from liability for tender or delivery of nonconforming goods nor constitute a waiver of any of the City's rights or remedies for breach of contract. The City reserves the right to reject any or all items not in conformity with the specifications noted within this purchase order in any respect.
7. **F.O.B. Destination.** Freight terms are F.O.B. Destination, Freight Prepaid, unless otherwise approved in writing by the Commissioner of Purchases and Supplies.
8. **Non-Assignment.** Neither this contract, nor any interest herein, shall be assigned or subcontracted by the Seller except upon the prior written consent of the City.
9. **Patent, Trademark or Copyright Infringement.** Seller agrees to defend, entirely at its own expense, all claims, demands, and actions that may be asserted against the City for all alleged patent, trademark, and/or copyright infringement resulting from the use or resale of goods covered by the PO, and to indemnify and hold the City harmless against all costs, expenses, legal fees, and judgments related to such claims, demands, and actions.
10. **Timing.** Time is of the essence in this contract. Failure to deliver within the time specified shall entitle the City, in addition to any other rights or remedies, to cancel this order and purchase the goods elsewhere, in which event the Seller shall be responsible for any increase in cost.
11. **Implied Warranty.** In addition to its standard warranty, Seller warrants that all goods supplied will be free and clear of all liens and encumbrances, good and merchantable title being in the Seller. Upon receipt by Seller of payment, good and merchantable title will vest in the City. All goods will be free from any defects in design, materials or workmanship and will be of good and merchantable quality. All goods will conform to the City's specifications or the approved sample as the case may be, and will be fit for the known purposes for which purchased, and that Seller will not substitute anything without the City's written consent.
12. **Change Orders.** No changes in the PO, its prices, terms, conditions, length, or attachments are permitted, without the City's prior written approval.
13. **Cancellation.** The City shall have the right to cancel this order, or any undelivered portion of this order, without cause, and its liability for such cancellation shall be limited to Seller's actual cost for work and materials applicable solely to this order that have been expected when Seller receives notice of cancellation. The City may, at its option, cancel this order without liability to Seller (except for conforming shipments the City previously accepted) if Seller (a) ceases to exist, (b) becomes insolvent, (c) becomes the subject of bankruptcy or insolvency proceedings, or (d) commits a breach in the performance of any obligation under this agreement or of any other written agreement with the City of Cleveland.
14. **Compliance with Laws.** Seller shall comply with all federal, state, and local laws, ordinances, rules, and regulations in the manufacture and sale of the goods and performance of the services. Seller shall defend and hold the City harmless from any losses, damages, or costs arising from or caused in any way by Seller's actual or alleged violation of any federal, state, or local law, ordinance, rule or regulation.
15. **Access to Records.** Seller shall provide access to pertinent records relative to this contract/order for a period of three (3) years after the last receipt of payment is made under this contract/order, whichever occurs last.
16. **Material Safety Data Sheets:** Any substance delivered as a part of this order must be properly labeled in accordance with all applicable regulations and must be accompanied by a Material Safety Data sheet (MSDS).
17. **Venue.** Any dispute arising under this order not disposed of by agreement shall be decided by a court of competent jurisdiction in Cuyahoga County in the State of Ohio. Pending settlement on final decision of any dispute, Seller shall proceed diligently with the performance of this order in accordance with the City's direction. The Charter and Ordinance of the City of Cleveland shall govern.
18. **Tax.** Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials, without the prior issuance of a signed Tax Exemption Certificate. A Tax Exemption Certificate is available upon written request.
19. **Documentation.** Seller shall clearly mark all documentation with the applicable valid PO number.
20. **Payment Terms.** Payment will be made in accordance with the terms on the face of this contract, or the Seller's invoice, whichever are more favorable to the City and payment date therefore shall be calculated from the receipt of invoice or receipt or final acceptance of the goods or services, whichever is later. All claims for money due or to become due from the City shall be subject to deduction or setoff by the City by reason of any counterclaim arising out of this or any other transaction with the Seller. The acceptance by the Seller of final payment shall operate as a full and complete release of the City. No payment for goods or services shall constitute acceptance of any defective or nonconforming goods or services by the city. Unless otherwise stated in the PO, the terms of payment shall be net 30 days from the receipt of a proper invoice. It shall be understood that the cash discount period, if any, to the City will date from receipt by the City of acceptable goods and invoice and not from date of invoice.
21. **Insurance.** Unless otherwise stated in the specifications, whenever labor is involved, the Seller shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the services, materials, equipment and/or supplies provided to the City. The insurer(s) must be licensed for business in the State of Ohio and maintain an A.M.Best rating of no less than A: VII or be an insurer approved by the City. The Seller shall submit all required insurance certificates to the City before commencing work. The City is to be added to each policy as an additional insured. The Seller shall notify the City in writing at least 30 days before it cancels or reduces its insurance policy or coverage and immediately upon the Company's receipt of notice from the carrier of any cancellation or reduction of the coverage or policy. Seller must demonstrate the following minimum insurance coverage in accordance with the estimated value limits: 1) **Purchases less than \$50,000:** General Liability Insurance, with a \$500,000 combined single limit. 2) **Purchases \$50,000 and over:** General Liability Insurance with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate. Automobile Liability Insurance must be in effect for any owned, hired and non-owned vehicle used in the performance of the work, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 combined single limits, including bodily injury and property damage. The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Seller. The Seller's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Seller.
22. **Workman's Compensation:** Whenever labor is involved, the Seller shall subscribe to and comply with the Workmen's Compensation Laws of the State of Ohio and pay such premiums as may be required there under and to save the City harmless from any and all liability arising from or under said act. He shall also furnish a copy of the official certificate or receipt showing the payments herein referred to before commencing any work.
23. **Authority to Bind.** All parties to this order agrees that the representatives named herein, including in all attachments, possess full and complete authority to bind said parties.
24. **Inspection and Acceptance.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. No goods returned as defective shall be replaced without written authorization from the Commissioner of Purchases and Supplies. Such return shall in no way affect the City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
25. **Non-appropriation of Funds.** As with any other public entity, an Agreement, Contract, or issuance of Purchase Order by the City is contingent upon the legal availability of funding and the allocation of said funds. The City reserves the right to cancel any ongoing Agreement, Contract, or Purchase Order immediately, by giving written notice to the Seller, in the case of a failure by the appropriating body to appropriate funds or funding for the specific project, commodity or service.
26. **Equal Opportunity.** This Agreement is a "contract", and the Seller is a "contractor" within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term of this Purchase Order, the Seller shall comply with all terms, conditions and requirements imposed on a "contractor" in the Equal Opportunity Clause, Section 187.22(b) C.O., and herein made a part of this Agreement by reference. A complete copy of the Equal Opportunity Clause is available at the City of Cleveland website.

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor
By: _____
Title: _____

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

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

Purchase of Various Air Compressors, Vehicle Lift, and Related Equipment Repair

C-1 Scope

The purpose of the contract is for the general maintenance, repair and replacement of:

1. Stationary compressors and related components
2. Vehicle Lifts and related components
3. Fluid & Grease Dispensing Equipment and related components
4. Binks-Pyramid Downdraft spray booth repair, maintenance and related components
5. Exhaust Extraction System repair, maintenance and related components
6. Tire Changing and Balancing Machine repair, maintenance and related components

The purpose of the contract specifications are to assure that stationary compressors, vehicle lifts, fluid and grease dispensing equipment, Binks Downdraft spray booth, exhaust extraction systems, tire changing and balancing machines and associated components are tested, inspected, repaired and are operational and within applicable standards and manufacturer's tolerances.

C-2 General Bidder Qualifications

The vendor must have capacity, ability and qualified technical personnel to repair all stationary compressors, vehicle lifts, fluid and grease dispensing equipment, Binks Downdraft spray booth, exhaust extraction system and related components. General qualifications shall include but not limited to:

- The bidder shall have the physical capacity including but not limited to training, technicians, specialized hardware and diagnostic software and inventory to safely perform work upon the equipment listed in the Bid Schedule of items for which the bidder is bidding
- The bidder shall have the capacity to make or procure parts for the equipment and parts listed in the Bid Schedule of Items
- The bidder shall have facilities within Cuyahoga County, Ohio or the contiguous counties

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

- The bidder shall be an established and qualified service company with a minimum of five(5) years' experience
- The bidder shall be adequately staffed with at least five(5) trained and qualified technicians
- The bidding organization personnel performing the testing, inspection, repair and replacement shall be trained and experienced concerning the devices listed. These individuals shall be capable of conducting the testing, inspections and repairs in a safe manner and with the complete knowledge of hazards involved. They must evaluate the test and inspection data and make judgment on the continued serviceability of stationary compressors and associated components

No Exceptions

C-3 General Service Requirements:

The bidder shall provide NON EMERGENCY requested services, supplies and/or equipment requested within five (5) business days from the formal request. The bidder shall provide the EMERGENCY requested services, Supplies and/or equipment within one (1) business day of the formal request. Services required shall include but not limited to:

1. General preventative maintenance, repair and replacement of stationary compressors, vehicle lifts, fluid and grease dispensing equipment, Binks Downdraft spray booth, exhaust extraction systems and tire changing and balancing machines.
2. Repair, replacement and installation of related systems and components.
3. Repair, replacement and installation of all systems related to the operation of stationary compressors, vehicle lifts, fluid and grease dispensing equipment, Binks Downdraft spray booth, exhaust extraction systems and tire changing and balancing machines including electrical and plumbing as required.

Comply/Exception _____

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

C-4 Stationary Compressor Maintenance Requirements

1. All materials, parts and labor must meet all the latest minimum Original Equipment Manufacturers (OEM) standards for repair and preventative maintenance. The successful bidder shall be expected to service all stationary compressors. Preventative Maintenance Inspections shall be performed at intervals to be determined by the City of Cleveland, Division of Motor Vehicle Maintenance. Preventative Maintenance Inspections shall include:

- Oil change
- Filter change
- Belt inspection
- Hoses, piping and tubing shall be inspected for leakage, deterioration and overall condition
- Guards and cables shall be inspected for damage and deterioration
- Storage tanks shall be inspected for water and overall condition

In the event that any work done results in the disturbance of soil, grass, concrete, asphalt, gravel, etc., it is required that the vendor restore the site to its original condition or to a condition that would be considered equivalent to the original condition.

Comply/Exception _____

2. The bidder shall submit with their bid, a sample Preventative Maintenance Form,

Comply/Exception _____

3. The bidder must have a minimum of five (5) years' experience in repairing stationary compressors.

Comply/Exception _____

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

4. The bidder must be a full line distributor for at least three (3) of the following manufacturers. The bidder shall be a recognized service facility for at least three (3) of the following manufacturers. The bidder shall have the capacity of servicing and securing parts for, but not limited to the following product lines:

- a. Devilbiss
- b. Ingersoll-Rand
- c. Lerol
- d. National
- e. Pacemaker
- f. Peerless
- g. Saylor-Beall
- h. Champion
- i. Keloge American
- j. King Air
- k. Bell Gossett
- l. Sullair
- m. Speed Air
- n. Quincy

Comply/Exception _____

5. The bidder shall state product lines for which they are an authorized distributor:

State product lines: _____

C-5 Vehicle Lift Maintenance Requirements:

1. All materials, parts and labor must meet all the latest minimum Original Equipment Manufacturers (OEM) standards for repair and preventative maintenance. The successful bidder shall be expected to service all vehicle lifts and related components at

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

multiple locations. Preventative Maintenance Inspections shall be performed at intervals to be determined by the City of Cleveland, Division of Motor Vehicle Maintenance. Preventative Maintenance Inspections shall include:

- Oil Inspection
- Filter change
- Cable inspection
- Mechanical and hydraulics lock system inspection
- ~~___~~ Hoses, piping and tubing shall be inspected for leakage, deterioration and overall condition
- ~~---~~ Guards and cables shall be inspected for damage and deterioration

In the event that any work done results in the disturbance of soil, grass, concrete, asphalt, gravel, etc., it is required that the vendor restore the site to its original condition or to a condition that would be considered equivalent to the original condition.

Comply/Exception _____

2. The bidder shall submit with their bid, a sample Preventative Maintenance Form.

Comply/Exception _____

3. The bidder must have a minimum of five (5) years' experience in repairing vehicle lift systems.

Comply/Exception _____

4. The bidder must be a full line distributor for at least three (3) of the following manufacturers. The bidder shall be a recognized service facility for at least three (3) of the following manufacturers. The bidder shall have the capacity of servicing and securing parts for, but not limited to the following product lines:

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

- a. Rotary
- b. Advantage
- c. OTC
- d. Bonwil
- e. Hunter
- f. Gilbarco
- g. FKI Bradbury
- h. Mohawk

Comply/Exception _____

5. The bidder shall state product lines for which they are an authorized distributor:

State product lines: _____

C-6 Fluid & Grease Dispensing Equipment Maintenance Requirements

1. All materials, parts and labor must meet all the latest minimum Original Equipment Manufacturers (OEM) standards for repair and preventative maintenance. The successful bidder shall be expected to service, repair, rebuild and replace as needed, all fluid and grease dispensing equipment and related components.

In the event that any work done results in the disturbance of soil, grass, concrete, asphalt, gravel, etc., it is required that the vendor restore the site to its original condition or to a condition that would be considered equivalent to the original condition.

Comply/Exception _____

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

2. The bidder must be a current or former member of the Cleveland Tribology Association and possess knowledge and skills in the area of lubrication system design. Documentation shall be submitted with bid package.

Comply/Exception _____

3. The bidder must have a minimum of five (5) years' experience in repairing fluid and grease dispensing equipment and related components.

Comply/Exception _____

4. The bidder must be a full line distributor for at least three (3) of the following manufacturers. The bidder shall be a recognized service facility for at least three (3) of the following manufacturers. The bidder shall have the capacity of servicing and securing parts for, but not limited to the following product lines:

- a. Graco
- b. Lincoln
- c. Blackmer
- d. Factory Mutual System
- e. Tuthill
- f. Alomite
- g. USA

Comply/Exception _____

5. The bidder shall state product lines for which they are an authorized distributor:

State product lines: _____

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

C-7 Down Draft Spray Booth Maintenance Requirements:

1. All materials, parts and labor must meet all the latest minimum Original Equipment Manufacturers (OEM) standards for repair and preventative maintenance. The successful bidder shall be expected to service and repair the Binks-Pyramid Downdraft Spray Booth and related components located at 5601 Carnegie. Preventative Maintenance Inspections shall be performed at intervals to be determined by the City of Cleveland, Division of Motor Vehicle Maintenance. Preventative Maintenance Inspections shall include:

- Replacement of intake and exhaust filters
- Lighting inspection
- Air regulating system inspection
- Heating system inspection
- Electric motors and related components

In the event that any work done results in the disturbance of soil, grass, concrete, asphalt, gravel, etc., it is required that the vendor restore the site to its original condition or to a condition that would be considered equivalent to the original condition.

Comply/Exception _____

2. The bidder must have a minimum of five (5) years' experience in repairing commercial paint spray booths.

Comply/Exception _____

C-8 Exhaust Extraction Systems Requirements

1. All materials, parts and labor must meet all the latest minimum Original Equipment Manufacturers (OEM) standards for repair and preventative maintenance. The successful bidder shall be

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

expected to service, repair, rebuild and replace as needed, all exhaust extraction systems and related components at multiple locations.

Maintenance shall include, but not limited to:

- Motor repair and replacement
- Duct and piping repair and replacement
- Belt replacement and filter replacement

In the event that any work done results in the disturbance of soil, grass, concrete, asphalt, gravel, etc., it is required that the vendor restore the site to its original condition or to a condition that would be considered equivalent to the original condition.

Comply/Exception_____

2. The bidder must have a minimum of five (5) years' experience in repairing commercial paint spray booths.

Comply/Exception_____

:-9 Tire Changing & Balancing Equipment

1. All materials, parts and labor must meet all the latest minimum Original Equipment Manufacturers (OEM) standards for repair and preventative maintenance. The successful bidder shall be expected to service, repair, rebuild and replace as needed, all tire changing and balancing equipment and related components.

In the event that any work done results in the disturbance of soil, grass, concrete, asphalt, gravel, etc., it is required that the

vendor restore the site to its original condition or to a condition that would be considered equivalent to the original condition.

Comply/Exception_____

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

2. The bidder must have a minimum of five (5) years' experience in repairing tire changing and balancing equipment and related components

Comply/Exception_____

3. The bidder shall have the capacity of servicing and securing parts for, but not limited to the following product lines:

- a. Coats
- b. Gorchi-Agsuper

Comply/Exception_____

4. The bidder shall state product lines for which they are an authorized distributor:

State product lines: _____

C-10 Warranty

The contractor shall provide a warranty for all parts and labor. Warranty shall provide that the products are free from defects in workmanship and material under City of Cleveland normal use and service. The term of the warranty shall be the standard industry's warranty and or for 120 days whichever is greater.

Comply/Exception_____

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

C-11 Option to purchase new stationary compressors, vehicle lifts and fluid & grease dispensing equipment.

In the event that the City of Cleveland deemed that a compressor, vehicle lift and or fluid & grease dispenser is beyond service repair and or it would be most cost effective to replace the unit with a brand new and or certified refurbished unit. Certified refurbished units shall meet the industries O.E.M. requirements, American National Standards (ANSI), Scaffold Industry Association (SIA) A92.2 through A92.6; OSHA 29 CFR 1910.178, ANSI/ITSDF B56.1; and ANSI/ALI ALOIM) the awarded vendor must, upon request by the Commissioner of the Division of Motor Vehicle Maintenance and or his designee, provide a quote for a replacement and or certified refurbished unit. Acceptable quotes shall offer either discount off of list price (actual price list from manufacturer) and or cost plus mark-up percent (for cost plus quotes vendor must show actual paid invoice).

- **Warranty**-the contractor shall provide a warranty for all products supplied to the City of Cleveland under this agreement and such warranty shall provide that the products are free from defects in materials and workmanship. The term of the warranty shall be the standard industry's warranty.

- The bidder shall state product lines for which they are an authorized distributor:

State product lines: _____

Comply/Exception _____

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

C-12 References

The bidder shall be required to submit with their bid a list of at least five (5) references wherein the bidder performed maintenance activities on stationary compressors and related components. The listing shall include the name of organization, address, telephone number and contact person; Naming CITY OF CLEVELAND personnel or Divisions shall not constitute a reference. The Division of Motor Vehicle Maintenance reserves the right to reject bids based upon inadequate documentation of the experience of the bidder.

Comply/Exception _____

C-13 Price List

- A. Bids for the purchase of various compressor, vehicle lifts, and related equipment repair shall be accompanied by one (1) of the manufacturer's latest complete standard price list **NO EXCEPTION**. Internet access, USB drive and or flash thumb jump drive preferred.
- B. All bids shall be based on the latest manufacturer's published price list (only), suggested list less any trade discount. Only the latest published price list dates prior to the bid opening date shall be accepted.
- C. Bidders shall propose a discount for all various compressor, vehicle lifts and related equipment repair. This discount shall apply to all items within the category.
- D. The City of Cleveland reserves the right to evaluate prices in the submitted list and reject the bid due to disproportionate or unreasonable list pricing.
- E. All parts shall be invoiced showing the price on the submitted standard price list, less the bidder's proposed discount.
- F. **The Bidder shall state if parts are to be discounted or priced as cost plus from Manufacturers price: (-/+) % _____.**

If pricing is available via website based program, the vendor shall provide specific explanation/instructions for website accessibility.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

In the event product line manufacturer does not offer a published price list, vendor shall provide specific explanation/instructions for pricing availability.

Original equipment manufactures products will be used in the vast majority of cases. However, there may be some exceptions. Should a substitute manufacturer's item be of equal quality a significantly lower in cost, the City of Cleveland, Division of Motor Vehicle Maintenance may approve its use. However, the bidder will never make this assumption without approval. Any substitutions of O.E.M. items must be approved by the Commissioner of Motor Vehicle Maintenance. Furthermore, bidder will never attempt to provide a substitute manufacturer's item as a means of realizing a greater profit at the expense of the City of Cleveland.

Comply/Exception_____

C-14 Invoicing

All invoices must have I.D. number, contract number, purchase order number, name, model number and code number of unit repaired or serviced along with its exact location (address) and date of service or repair performed. With every invoice, vendor must submit a copy of the price list page and invoice must show list price less the discount.

All part numbers used must be itemized along with the cost of each part.

All labor performed on unit must be shown on invoice, specifically labor hours.

Labor hours shall be billed in fifteen (15) minute increments after the first hour of service.

Comply/Exception_____

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

C-15 Statements

Vendor must provide two (2) statements for billing purposes, summarizing complete activity to the Division of Motor Vehicle Maintenance, 4150 East 49th Street, Cleveland, Ohio 44105 by the fifth working day of the month.

Comply/Exception _____

C-16 Acceptance of Performance

It shall be understood and agreed to by the parties that the Commissioner of Motor Vehicle Maintenance or his designee shall determine the satisfactory quality of the work furnished under the contract.

Comply/Exception _____

C-17 Exceptions

The bidder shall mark any exceptions to the specifications and shall provide a separate list of any such exceptions to the specifications. Any vendor taking exception to any provisions may be considered unresponsive and bids may be rejected.

C-18 Prices

The basis for this contract is a fixed discount on a submitted price list. The submitted discount percentage (%) shall remain throughout the duration of the contract. The contract prices will remain firm for the first (12) twelve months of the contract. Thereafter, the Vendor may submit a request to provide a new price list, to be effective thirty (30) calendar days after written acceptance by the City of Cleveland. No price adjustment will be permitted prior to the effective date of the increase received from the vendor from his supplier. No retroactive price increases will be allowed. Price increases only take effect upon a start

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

date established and approved in writing by the City of Cleveland, and after receipt of complete new price lists from the Vendor.

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

All prices shall be net (F.O.B. delivered) to the City of Cleveland, no extra delivery charge, either at the Division of Motor Vehicle Maintenance, 4150 East 49th Street, Cleveland, Ohio 44105, or other City locations. The contract shall be based on the manufacturer's latest standard published price list, less the Federal Excise Tax and the discounts and net exchange prices stated on the bid schedule of items. Any new parts, not contained in the Manufacturer's latest standard published price list accompanying the bid and placed on the market subsequently during the contract period shall be included and be priced at the price set forth in such price list at the time of the order and subject to the discount bid. Updated manufacturers price lists will be accepted at the sole discretion of the City, and only as described in Section C-12 above.

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

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

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

and subject to the same bid discount. A copy of the referenced price list must be provided at time of order.

C-19 Rights

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

C-20 General Liability and Automobile Liability

The successful bidder shall be required to take all necessary precautionary measures and to perform all work required for this contract in such a manner as to adequately protect people and safeguard property and existing facilities for any damage due to its operations. Any such damage shall be satisfactorily replaced or repaired by the successful bidder at its own expense.

C-21 Insurance Requirements

The successful bidder shall purchase and maintain during the term of the contract general liability insurance including but not limited to personal, injury, property damage, contractual, liability, owners' and contractors' protective liability and products/ completed operations coverage wherein the City of Cleveland is included as an additional insured. Special hazards such as business automobile liability insurance are addressed in Section C. Coverage shall protect the successful bidder contractor and any subcontractor performing work under this term of the contract from claims for damage for personal injury, bodily injury, including accidental death, as well as for claims, for property damages which may arise from operations under this contract, whether such operations be by the successful bidder, or by any subcontractor or by anyone directly or indirectly employed by any of them. An original certificate of insurance and a copy of the additional insured endorsement including the City of Cleveland as an additional insured shall be deposited with the Department of Public Works, City of Cleveland prior to the execution of the contract. Such documents shall be as to form coverage, carrier and limits satisfactory to and approved by the Director of Law. The additional insured coverage

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

provided the City under contractor's insurance policy(ies) shall be primary with respect to contractor's general liability, notwithstanding other insurance covering the City. The amounts of such insurance shall be as described below. NOTE: Self-insurance is unacceptable.

A. **General Liability:**

The policy (ies) shall have limited not less than a combined single limit of \$1,000,000 providing the coverage required in Paragraph A above for personal injury and property damage per occurrence and in the aggregate including but not limited to contractual liability and owners and contractors protective liability, as well as products/completed coverage of \$1,000,000 in the aggregate.

(Coverage shall not be on a claims made basis.) If a deductible or self-insured retention is assumed, it may not exceed \$5,000 per occurrence and in the aggregate. The insurance shall include coverage for damage of property of any nature in the care, custody, or control of the successful bidder, or any property over which the successful bidder is directly or indirectly exercising physical control by reason of the work or services to be performed.

B. **Cancellation or Reduction of Coverage:**

The vendor shall notify the City in writing at least 30 days before it cancels or reduces its insurance policy or coverage and immediately upon the Company's receipt of notice from an insurance policy of any cancellation or reduction of the coverage or policy.

Workers' compensation and employer's liability insurance are required as provided under the laws of the State of Ohio.

C-22 Indemnification

Contractor shall assume, indemnify, and hold harmless the City of Cleveland, ("City"), its officers, agents, employees, successors, and assigns, from and against any and all suits, claims, losses, costs, damages, expenses and liability resulting from loss of life or damage or injury to persons or property of any person, including, but not limited to,

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES
DEPARTMENT OF PUBLIC WORKS-DIVISION OF MOTOR VEHICLE MAINTENANCE
SECTION C-SUPPLEMENTAL GENERAL CONDITIONS

the agents, employees, contractors, invitees, and licensees of either the City or Contractor and to the property of them arising out of or connected with or incidental to, either directly or indirectly, the exercise of Contractor's rights under this contract or the covenants and obligations of Contractor under this contract, notwithstanding any negligent act, omission, or conduct of the City, its officers, agents, or employees causing or contributing thereto.

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