
**CITY OF CLEVELAND,
OHIO**

DEPARTMENT OF FINANCE



DIVISION OF PURCHASES AND SUPPLIES

INVITATION TO BID

April 8, 2015 & April 15, 2015

BID OPENS- Thursday, April 30, 2015

**FILE NO. 51-15 2015 Commercial, Medical, and
Specialty Gases**

FOR THE VARIOUS DIVISIONS OF CITY
GOVERNMENT FOR THE DEPARTMENT OF FINANCE
and AS AUTHORIZED BY SECTION 181.101 CODIFIED
ORDINANCES, CITY OF CLEVELAND 1976

**There will be a NON-MANDATORY Pre-bid
meeting Wednesday, April 22, 2015 at 1:30
p.m. Located Division of Purchase and Supplies,
Room 128, 601 Lakeside Avenue, Cleveland,
Ohio 44114**



INVITATION TO BID AND FORMAL BID PACKAGE
TABLE OF CONTENTS

<u>ITEMS</u>	<u>PAGE NUMBER</u>
Authorizing Ordinance.....	Page 1
Bidder's Check List	Item3- Page 2
Instructions to Bidders.....	Item 4 -Pages 1 of 7
<u>Required Document & Form</u>	
Federal Tax ID - W-9 Form	Item 5 -Pages 1 of 4
Bidder Affidavit	
Vendor Information Sheet.....	
Bid Bond	
Bid Form.....	Item 7-Page 10
<u>Bid Schedule of Items- Price Sheets</u>	
<u>Part B- General Conditions</u>	Pages 1 of 10.....
Specifications/Descriptions of Products and/or Services- Supplemental Sections...	
.....	11
Northern Ireland Form.....	
Prevailing Wage, Davis Beacon, or Living Wage Schedules.....(If applicable).....	
Fannie M. Lewis Chapter 188..... (If applicable).....	
<u>Office of Equal Opportunity Notice to Bidders</u>	
Office of Equal Opportunity Clause	
OEO Participation Form	
OEO Schedules Checklist	
OEO Schedules 1-4	

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

181.101 Purchase or Rental of Commodities, Goods, and Services

(a) The Director of Finance, or other appropriate director, is authorized to enter into one (1) or more standard or requirement contracts for purchase or rental agreements or leases with or without an option to purchase, when the Director of Finance determines they are financially advantageous, duly let to the lowest and best bidder following the procedures stated in Section 181.10, for the following commodities, goods, or services that are required for the usual daily operation of the various departments of the City, provided that the estimated amount per contract year on any individual contract shall not exceed two hundred fifty thousand dollars (\$250,000.00):

- (1) Except when a public improvement, building construction materials including, but not limited to, bricks, ready-mix concrete, dry wall, lumber, paint, and roofing;
- (2) Except when a public improvement, building maintenance and repair including, but not limited to, parts and services for doors, elevators, HVAC, mechanical systems, roofs, and windows;
- (3) Except when a public improvement, road, sidewalk, and sewer repair and replacement materials, supplies, and services, including but not limited to, tack coat, manhole risers, crack sealing material, emulsion, cold mix, guard rail supplies, liquid de-icer, salt inserts, traffic control devices, quicklime, and disposal of materials;
- (4) Construction equipment, without operators, including, but not limited to, earth, snow, and debris moving and removal, and materials, supplies, parts, and repair and maintenance services for them;
- (5) Cleaning and janitorial maintenance equipment, services, and supplies including, but not limited to, chemicals including pool chemicals, odor control, paper products, and pest control;
- (6) Educational and photographic equipment, supplies, parts, and maintenance and repair services for them;
- (7) Electrical supplies including, but not limited to, batteries, fixtures, lighting, and wiring;
- (8) Fuels and lubricants including, but not limited to, diesel, gasoline, natural gas, grease, and oil, and delivery of them;
- (9) Food and beverages for facility-user consumption at Camp Forbes, House of Correction, City jails, and for resale at Highland and Seneca Golf Courses;
- (10) Hardware including, but not limited to, handheld tools and fasteners;

- (11) Industrial gases including, but not limited to, acetylene, argon, nitrogen, and oxygen;
- (12) Laboratory and testing equipment and lab supplies and services;
- (13) Except when a public improvement, landscaping equipment, materials, supplies, parts, and repair and maintenance services, and supplies including, but not limited to, indoor and outdoor plants, grounds, and trees materials and maintenance and repair of any of them, and plant rentals;
- (14) Medical equipment, materials, and supplies including, but not limited to, first-responder/first-aid supplies, and pharmaceuticals;
- (15) Mail, messenger, and moving services;
- (16) Office supplies, furniture, and equipment including, but not limited to, computers, computer peripherals and appurtenances, office machines, copiers, printers, and printing and mailing equipment, and materials, supplies, parts, and repair and maintenance services for any of them;
- (17) Paper products including, but not limited to, fine papers, printing media, envelopes, and printed forms;
- (18) Plumbing equipment, materials, supplies, and parts including, but not limited to, pipe, fittings, and fixtures;
- (19) Power tools, portable powered machines, electric motors, pumps, powered appliances, and milling and tapping machines, including materials, supplies, parts, and maintenance and repair services for any of them;
- (20) Program promotional items including, but not limited to, advertising specialties, caps, and printed T-shirts;
- (21) Property protection equipment, materials, supplies, parts, and repair and maintenance services, including, but not limited to, fire extinguisher and fire suppression equipment and testing, locksmith services and supplies, property and casualty insurance covering City property and buildings, and security services;
- (22) Records management systems and services including, but not limited to, microfilm, microfiche, and compact disc (CD) copying, file storage, data entry, and shredding;
- (23) Recreation and sports equipment;
- (24) Snow and ice removal services;

(25) Uniforms, work clothing, laundry, towel, and linen service, and supplies;
and

(26) Vehicle maintenance and repair equipment, materials, supplies, parts, and services.

Any purchase under this section shall be made by the Commissioner of Purchases and Supplies and paid from the annual appropriations made for such purpose.

(b) That under Section 108(b) of the Charter, the purchases authorized by this section may be made through cooperative agreements using state procedures. The Director of Finance may sign all documents with the State of Ohio or any of its political subdivisions that are necessary to make the purchases, and may enter into one (1) or more contracts with the vendors selected through that cooperative process.

(Ord. No. 497-08. Passed 6-2-08, eff. 6-6-08)

City of Cleveland

DEPARTMENT OF FINANCE
SHARON DUMAS
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES
TIFFANY WHITE
COMMISSIONER

BIDDER'S CHECK LIST

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

CHECK WHEN COMPLETED

A. Bid/Schedule of Items

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

B. Bid Bond

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

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

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

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

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

E. Affidavit

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

F. Contract Compliance Certifications for Bid Consideration

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

G. Bid Envelope

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

H. Performance Bond

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

I. Federal Tax ID Form

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

J. Northern Ireland Fair Employment Practices Disclosure

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

K. Project Plan

- _____ 1. Is all the required information given?

L. Contractor Qualifications from Part 1 of Item 8

- _____ 1. Is all the required information given?

K. Please Note:

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

INSTRUCTIONS TO BIDDERS

A-1 INVITATION TO BID

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

A-2 FORM OF BID (BID FORM)

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

A-3 BIDDERS AFFIDAVIT

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

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

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

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

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

A-6 EXPLANATIONS WRITTEN OR ORAL

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

A-7 PRICE BIDS AND DISCOUNTS

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

A-8 BIDDER'S DESCRIPTION OF ITEMS

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

A-9 MANUFACTURER'S NAME

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

A-10 SAMPLES

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

A-11 TIME OF DELIVERY

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

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

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

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

A-13 REQUIREMENT CONTRACT DEFINED

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

A-14 PURCHASES UNDER A REQUIREMENT CONTRACT

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

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

A-15 LIMITATION OF PERIOD OF CONTRACT

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

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

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

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

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

c. Maximum Cumulative Amount of All Bid Discounts:

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

d. Comparison Bid to Determine Lowest and Best Bidder:

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

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

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

A-17 Good Faith Participation - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000).

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

Good faith participation shall include:

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

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

A-18 Cleveland Area Business Code Notice to Bidders & Schedules - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000).

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

A-19 SUBCONTRACTING:

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

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

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

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

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

STATE OF _____ }
COUNTY OF _____ } SS

AFFIDAVIT

_____ being first duly
sworn deposes and says:

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

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

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

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

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

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

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

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

President: Directors:

Vice President:

Secretary:

Treasurer:

Cleveland Manager or Agent

Attorneys:

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

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

(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here)  _____

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

Notary Public

VENDOR INFORMATION FORM

Please fill in:

Business Name _____

IRS Reporting Name _____

Business Address _____ City _____

State _____ Zip _____ Telephone _____

Toll Free Number 800 _____

Vendor Fax Number _____

Vendor Email Address _____

Ordering Address _____

State _____ Zip _____ Telephone _____

Remit Address _____ City _____

State _____ Zip _____ Telephone _____

Contact Person (ordering) _____ (remit) _____

PLEASE INCLUDE THE ABOVE INFORMATION
WHEN SUBMITTING YOUR BID OR PROPOSAL

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
+
OR
Employer identification number
+

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

Part II Certification

Under penalties of perjury, I certify that:

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 am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

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

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

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

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the law of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the enti

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

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien.

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line. Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

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

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

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

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

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

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

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

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

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

Part II, Certification

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

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

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

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account, or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of tax interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CITY OF CLEVELAND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

as Principal, and

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

THE CITY OF CLEVELAND

as Oblige, in the penal sum of _____

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

SIGNED, sealed and dated this _____ day of _____, 20_____.

WHEREAS, the said principal is herewith submitting bid for

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

PRINCIPAL _____

BY: _____

TITLE _____

By _____
Attorney in Fact

CITY OF CLEVELAND

BID FORM

____ STANDARD CONTRACT BID

x ____ REQUIREMENT CONTRACT

TO: Tiffany White
The Commissioner of Purchases and Supplies:

BID FOR 2015 Commercial, Medical, and Specialty Gases
For The Department of Finance

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

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

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

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

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

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

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

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

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

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

SIGN HERE

CORPORATION OR FIRM

BY _____

TITLE OF OFFICER

BUSINESS ADDRESS OF BIDDER

STATE OF INCORPORATION

BID – SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				NAME OF FIRM
TITLE OF BID: 2015 COMMERCIAL, MEDICAL, AND SPECIALTY GASES		REQUIREMENT CONTRACT		ADDRESS:
ORDINANCE NO. SECTION 181.101	PASSED: JUNE 2, 2008	SIGNED: JUNE 6, 2008		AUTHORIZED SIGNATURE:
BUYER: RASHAUN BILLY 216-664-2626 RBILLY@CITY.CLEVELAND.OH.US		DEPARTMENT: FINANCE		DATE

DESCRIPTION	GROUP A	STANDARD CYLINDER SIZE	CUBIC FT PER CYLINDER	UOM	QTY.	UNIT PRICE	EXTENSION
1. ACETYLENE - MC PRESTOLITE		MC		CYLINDER	20		
2. ACETYLENE – B PRESTOLITE		B		CYLINDER	26		
3. ACETYLENE - E PRESTOLITE		E		CYLINDER	2		
4. ACETYLENE #3		75		CYLINDER	5		
5. ACETYLENE #4		125		CYLINDER	60		
6. ACETYLENE #5		300		CYLINDER	225		
7. ARGON		300		CYLINDER	15		
8. ARGON		80		CYLINDER	2		
9. ARGON		125		CYLINDER	7		
10. ARGON/CARBON DIOXIDE 75/25		150		CYLINDER	5		
11. ARGON/CARBON DIOXIDE 75/25		300		CYLINDER	9		
12. ARGON/CARBON DIOXIDE 90/8/2		300		CYLINDER	2		
13. ARGON ULTRA HIGH PURITY		300		CYLINDER	12		
14. CD50 CARBON DIOXIDE 50#		Per LB	Per LB	LBS.	2,000		
15. HELIUM		125		CYLINDER	20		
16. HELIUM		200		CYLINDER	8		
17. HELIUM		300		CYLINDER	5		
18. HYDROGEN		200		CYLINDER	5		
19. NITROGEN		80		CYLINDER	5		
20. NITROGEN		125		CYLINDER	20		
21. NITROGEN		200		CYLINDER	65		
22. NITROGEN		300		CYLINDER	70		
23. NITROUS OXIDE/REGULAR GRADE		200		CYLINDER	4		
24. OXYGEN		40		CYLINDER	4		
25. OXYGEN		125		CYLINDER	80		
26. OXYGEN C/O		300		CYLINDER	425		
27. OXYGEN		300		CYLINDER	1100		
28. OXYGEN – 12/BANK		300		BANKS	6		
29. OXYGEN		20		CYLINDER	175		
30. PROPANE		33		CYLINDER	50		
31. PROPANE LIQUID		Per GAL	Per GAL	GALLONS	500		
32. HELIUM GR. 5		300		CYLINDER	20		
33. ARGON GR 4.8		300		CYLINDER	2		
34. PBAN30010Z – COMPRESSED AIR – 10Z – 1.0 THC		300		CYLINDER	2		
TOTAL GROUP A							\$

[Type text]

ALL ITEMS ARE APPROXIMATE QUANTITIES. THIS CONTRACT SHALL BE FOR A PERIOD OF TWO (2) YEARS. CONTRACT IF ANY, SHALL NOT EXCEED \$250,000.00 PER YEAR

BID – SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				NAME OF FIRM
TITLE OF BID: 2015 COMMERCIAL, MEDICAL, AND SPECIALTY GASES		REQUIREMENT CONTRACT		ADDRESS:
ORDINANCE NO. SECTION 181.101	PASSED: JUNE 2, 2008	SIGNED: JUNE 6, 2008		AUTHORIZED SIGNATURE:
BUYER: RASHAUN BILLY 216-664-2626 RBILLY@CITY.CLEVELAND.OH.US		DEPARTMENT: FINANCE		DATE

DESCRIPTION	GROUP B	UOM	QTY.	UNIT PRICE	EXTENSION
1. ARGON – METHANE, ARGON 95% VERY HIGH PURITY/220 CUBIC FT.		CYLINDER	2		
2. ARGON- ATOMIC ABSORPTION GRADE – 99.999% OR PURER, 331 CF, TYPE T CYLINDER		CYLINDER	24		
3. CARBON MONOXIDE 20 CALIBRATION GAS BAL. AIR 20.0PPM MAX. USEPA RPOTOCOL		CYLINDER	2		
4. CARBON MONOXIDE 30 CALIBRATION GAS BAL. AIR 30.0PPM MAX. USEPA PROTOCOL		CYLINDER	2		
5. CARBON MONOXIDE 40 CALIBRATION GAS BAL. AIR 40.0PPM MAX. USEPA PROTOCOL		CYLINDER	2		
6. CARBON MONOXIDE 10 CALIBRATION GAS BAL. AIR 9.0PPM MAX. – 9.9 PPM MAZ. USEPA PROTOCOL		CYLINDER	2		
7. COMPRESSED AIR – HIGH PURITY/ 99.99% OR PURER 145 CF. – TYPE AS CYLINDERS		CYLINDER	60		
8. HELIUM – ULTRA HIGH PURITY – 300 CUBIC FT.		CYLINDER	2		
9. HYDROGEN – ULTRA – HIGH PURITY/ 99.999% SIZE #192		CYLINDER	2		
10. LIQUID ARGON/ 99.999% 196 LITER/ NON-MAGNETIC LIQUID CYLINDER		CYLINDER	24		
11. MEDICAL OXYGEN 23 CUBIC FT., STYLE E -		CYLINDER	2		
12. NITROGEN – ULTRA ULTRA – HIGH PURITY/99.999% 331 CUBLIC FT – T TYPE CYLINDER		CYLINDER	80		
13. OTD MEDICAL D CYLINDERS – STEEL		CYLINDER	6,000		
14. OTD MEDICAL DA CYLINDERS – ALUMINUM		CYLINDER	10,000		
15. OT125 MEDICAL 125 CF CYLINDER		CYLINDER	850		
16. OTL4500 MEDICAL LIQUID 4500 CF		CYLINDER	20		
17. SULFUR HEXAFLOURIDE (SF6), GRADE 3.0, 200 CF CYLINDERS		CYLINDER	5		
18. 100 PPM NITRIC OXIDE BAL. NITROGEN EPA CERT. MIX 200 CF		CYLINDER	2		
19. 100 PPM SULFUR DIOXIDE BAL. NITROGEN EPA CERT. MIX 200 CF		CYLINDER	2		
20. ZERO HELIUM – 99.99% PURE/245 CUBIC FT.		CYLINDER	50		
21. ZERO GRADE HYDROGEN – 300 CUBIC FT.		CYLINDER	50		
TOTAL GROUP B					\$
TOTAL FOR ALL ITEMS (GROUP A AND GROUP B)					\$

ALL ITEMS ARE APPROXIMATE QUANTITIES. THIS CONTRACT SHALL BE FOR A PERIOD OF TWO (2) YEARS. CONTRACT IF ANY, SHALL NOT EXCEED \$250,000.00 PER YEAR

2015 COMMERCIAL, MEDICAL, AND SPECIALTY GASES
SECTION 181.101

SPECIFICATIONS/DESCRIPTIONS OF
PRODUCTS AND/OR SERVICES

C-1 SCOPE:

The City of Cleveland, Department of Finance, is seeking bids from prospective vendors to enter into a contract to provide commercial, medical, and specialty gases for the various divisions of City Government. The bid is for a two (2) year contract with an estimated value not to exceed \$250,000.00 per year.

C-2 CONTRACT AWARD:

The City of Cleveland reserves the right to award this contract to the lowest and best bidder, based upon the grand total amount, but, reserves the right to award multiple contracts based upon subtotals of groups or individual items.

C-3 APPROXIMATE QUANTITIES

The quantities identified are approximates for a two (2) year contract term. These are estimates only, and are given for the information of bidders and for the purpose of the contract. They do not indicate the actual quantity, which will be used, since such volume will depend upon requirements, which develop during the contract period.

C-4 UNIT PRICES:

The unit prices shall be per full cylinder, delivered to the City of Cleveland locations as specified. All costs involved in the supply, delivery, haz-mat, testing, and cylinder rental of the specified gases shall be included in the price per unit cost. No additional costs, fee, etc., will be allowed under this award nor shall Awardee seek additional costs beyond the bid unit price. The unit prices provided for all items listed shall remain firm for the life of the contract.

C-5 MODIFICATIONS:

The City reserves the right to add gases of a similar nature not specifically listed in the contract. The awarded vendor agrees to accept the additions, and to provide the items requested, and shall provide the City prices on such additions which is the same or similar to that used in establishing the prices submitted in his bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items from other vendors, or to cancel the contract upon giving the awarded vendor thirty (30) days written notice.

C-6 PLACE OF DELIVERY/TIME OF DELIVERIES:

Items bid shall be delivered, shipped F.O.B. to the various departments/divisions of the City of Cleveland without any additional charge, in such quantities and at such times as may be specified by the Commissioner of Purchases and Supplies.

2015 COMMERCIAL, MEDICAL, AND SPECIALTY GASES
SECTION 181.101

SPECIFICATIONS/DESCRIPTIONS OF
PRODUCTS AND/OR SERVICES

PLACE OF DELIVERY/TIME OF DELIVERIES CONT.:

Delivery shall be made within 48 hours after order has been placed by the using department/division of the City of Cleveland.

All delivery tickets must be signed by authorized City of Cleveland personnel and a copy left with each delivery location. Driver shall be allowed to leave vehicle to deliver full cylinders and retrieve empty cylinders. Empty cylinders shall be picked-up once a week. Delivery schedule to be set-up with department/divisions of the City of Cleveland. At the conclusion of the contract, successful vendor is required to pick up their cylinders ASAP from all delivery points.

C-7 CYLINDERS:

Cylinders must be certified according to USEPA protocol (see 2.1.1-2.1.6.5 inclusive). Certificates of analysis shall accompany cylinders.

C-8 LABELING:

All cylinders delivered to the City of Cleveland locations shall have complete, legible labels on each cylinder delivered accurately detailing the cylinders contents and any required or necessary warnings and hazard statements. All such labeling shall conform to all applicable Federal, OSHA, State, and Local Rules and Regulations regarding gas storage cylinders.

C-9 TESTING:

The awarded vendor shall supply only those cylinders which have met or exceeded all established gas storage cylinder testing requirements. These tests shall be as established by ANSI, ASME, OSHA, and the Federal, State, and Local Governments. All costs for such testing shall be deemed to be included in the unit price cost of the gas(es) specified and no additional costs will be allowed for this purpose. All cylinders shall be clearly marked as to the most recent test date performed.

C-10 MANAGEMENT REPORTS:

The successful vendor shall provide the various department/divisions of the City of Cleveland computer generated reports. Report will indicate on a monthly basis by location, gases ordered, the number of times ordered, quantities ordered and the total cost.

All bidders should submit samples of standard reports which are made available to customers. (Exhibit A)

2015 COMMERCIAL, MEDICAL, AND SPECIALTY GASES
SECTION 181.101

SPECIFICATIONS/DESCRIPTIONS OF
PRODUCTS AND/OR SERVICES

C-11 INSURANCE REQUIREMENTS

At all times during the term of the contract, the successful vendor and its independent contractors shall maintain, at their sole expense, insurance coverage for the successful vendor, its employees, officers and independent contractors as follows:

TYPE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
1. Worker's Compensation	Statutory – State of Ohio
2. Employer's Liability	
A. Each Accident	500,000.00
B. Each Employee Disease	500,000.00
C. Policy Aggregate Disease	500,000.00
3. Commercial General Liability	
A. Per Occurrence	1,000,000.00
B. General Aggregate	
1. General Aggregate – Per Project	1,000,000.00
2. General Aggregate – Products/ Completed Operations	1,000,000.00
4. Personal and Advertising Injury	1,000,000.00
Each Occurrence	1,000,000.00
5. Fire and Legal Liability (any one fire)	250,000.00
6. Medical Expense (any one person)	50,000.00
7. Umbrella Excess Liability (over primary Retention for Self-Insured Hazard (each occurrence))	2,000,000.00 2,000,000.00
8. Business Auto Liability	1,000,000.00

- NOTE:
- A) It is the responsibility of the successful bidder to provide a copy of this Bid to their insurance carrier.
 - B) It may also be required that the successful bidder's insurer and Coverage is approved by owner prior to execution of the contract.
 - C) No work shall be started until receipt of Certificate of Insurance.

The City of Cleveland shall be named as an additional insured on all certificates of insurance. Insurance certificates shall also reference the project name and bid number. Certificates to be provided with signed submitted contract documents.

2015 COMMERCIAL, MEDICAL, AND SPECIALTY GASES
SECTION 181.101

SPECIFICATIONS/DESCRIPTIONS OF
PRODUCTS AND/OR SERVICES

INSURANCE REQUIREMENTS CONT.

The insurance carrier of the insured is required to notify the City of Cleveland of termination on of any or all of these coverage's, prior to the completion of any contract, at least thirty (30) days prior to expiration.

C-12 CHANGES IN INSURANCE COVERAGE:

The successful bidder shall notify the City of Cleveland of changes in insurance coverage in writing within ten (10) days.

C-13 CYLINDER MAINTENANCE AND REPAIR

The cylinders, gauges, valves, switches, and accessories, furnished as a result of this contract, are the responsibility of the successful vendor and shall be kept in good repair by the successful vendor. This requirement applies to new equipment as well as existing equipment, should it not be replaced. Should a leak occur, the leak should be corrected by repair or replacement within four (4) hours after being reported with no charge to the City of Cleveland. Repeated occurrences of a leaking tank, gauge, valve or any other accessory furnished and installed as a result of this contract may be cause for contract cancellation.

C-14 TECHNICAL SPECIFICATIONS

Argon – Each cylinder shall contain specified cubic feet of argon Group A #7-12.

Acetylene – Each cylinder shall contain the specified cubic feet with a grade commercially suitable for welding.

Helium – Group A – Item #15-17 – zero helium, 99.99% pure. Item #32 – grade 5 – 99.999%.

Sulfur Hexafluoride (SF6) – grade 3.0, 200cf cylinders.

Hydrogen – Each cylinder shall contain specified cubic feet of hydrogen group A – per item #18, and Group B items 9 & 21.

Nitrogen – Each cylinder shall contain specified cubic feet of nitrogen – Group A item #21-23

Oxygen – Each cylinder shall contain the specified cubic feet with a grade commercially suitable for welding. Group A – Item #24 – 40 cubic feet of A or AA oxygen.

2015 COMMERCIAL, MEDICAL, AND SPECIALTY GASES
SECTION 181.101

SPECIFICATIONS/DESCRIPTIONS OF
PRODUCTS AND/OR SERVICES

TECHNICAL SPECIFICATIONS CONT.

Propane – Liquid propane Group A item #31.

Compressed Air – 10z -1.0 THC – 300 cubic ft. Group A - #34.

Argon-Methane, Argon – 95%/Methane – 5%, very high purity – per group B – item #1/
Nitrous Oxide – Group A – item #23 – regular grade, size = #200.

331 Cubic Feet of Argon Gas, atomic absorption grade, 99.999 percent or purer in Type T Cylinders. Laboratory gases must meet the requirements of Standard Methods for the Examination of Water and Wastewater, and the requirements of the United States Environmental Protection Agency's Manual for Certification of Laboratories Analyzing Drinking Water, Criteria and Procedures, Quality Control, Third Edition, (EPA-814B-92-002, September 1992) or latest edition – Group B – Item #2.

20.0ppm maximum Carbon Monoxide 20 Calibration Gas, balance Air, Air Spectra Seal 350, cylinder size 7 inches by 33 inches (80A) Aluminum. Must be certified per USEPA protocol Sec. 2.1.1-2.1.6.5 inclusive – as specified – Group B – Item #3.

30.0ppm maximum Carbon Monoxide 30 Calibration Gas, balance Air, Air Spectra Seal 350, cylinder size 7 inches by 33 inches (80A) Aluminum. Must be certified per USEPA protocol Sec. 2.1.1-2.1.6.5 inclusive – as specified – Group B – Item #4.

40.0ppm maximum Carbon Monoxide 40 Calibration Gas, balance Air, Air Spectra Seal 350, cylinder size 7 inches by 33 inches (80A) Aluminum. Must be certified per USEPA protocol Sec. 2.1.1-2.1.6.5 inclusive – as specified – Group 1 – Item #5.

9.0ppm minimum – 9.9ppm maximum Carbon Monoxide 10 Calibration Gas, balance Air, Air Spectra Seal 350, cylinder size 7 inches by 33 inches (80A) Aluminum. Must be certified per USEPA protocol Sec. 2.1.1 – 2.1.6.5 inclusive – as specified – Group B – Item #6.

145 Cubic Feet of Air, for use with total organic carbon spectroscopy, 99.99 percent or purer in Type AS Cylinders. Laboratory gases must meet the requirements of Standard Methods for the Examination of Water and Wastewater, and the requirements of the United States Environmental Protection Agency's Manual for Certification of Laboratories Analyzing Drinking Water, Criteria and Procedures, Quality Control, Third Edition, (EPA-814B-92-002, September 1992) or latest edition – Group B – Item #7.

2015 COMMERCIAL, MEDICAL, AND SPECIALTY GASES
SECTION 181.101

SPECIFICATIONS/DESCRIPTIONS OF
PRODUCTS AND/OR SERVICES

TECHNICAL SPECIFICATIONS CONT.

196 Liter, Liquid Argon, 99.999 percent in non-magnetic liquid cylinder. Laboratory gases must meet the requirements of Standard Methods for the Examination of Water and Wastewater, and the requirements of the United States Environmental Protection Agency's Manual for Certification of Laboratories Analyzing Drinking Water, Criteria and Procedures, Quality Control, Third Edition, (EPA-814B-92-002, September 1992) or latest edition – Group B – Item #10.

331 Cubic Feet of Nitrogen Gas, for use with gas chromatography – mass spectroscopy, 99.999 percent or purer in Type T Cylinders. Laboratory gases must meet the requirements of Standard Methods for the Examination of Water and Wastewater, and the requirements of the United States Environmental Protection Agency's Manual for Certification of Laboratories Analyzing Drinking Water, Criteria and Procedures, Quality Control, Third Edition, (EPA-814B-92-002, September 1992) or latest edition – Group B – Item #12.

Medical oxygen - The division of E.M.S. and division of Fire are primary users of medical oxygen – Group B – Item #13-15.

100ppm Nitric Oxide Bal. Nitrogen, Air Spectra Seal 660, concentration to be 100.0ppm maximum, cylinder size 7 inches by 33 inches (80A) Aluminum. Must be certified per USEPA protocol Sec. 2.1.1-2.1.6.5 inclusive – as specified – Group B – Item #18.

100ppm Sulfur Dioxide Bal. Nitrogen, Air Spectra Seal 660, concentration to be 100.0ppm maximum, cylinder size 7 inches by 33 inches (80A) Alumumin. Must be certified per USEPA protocol Sec. 2.1.1.-2.1.6.5 inclusive – as specified – Group B – Item #19.

C-15 CITY OF CLEVELAND OWNED CYLINDERS:

The cylinders are to be refilled (exchanged) with prest-o-lite "B"/"MC" tanks of acetylene of a grade commercially suitable for lighting (style "B"/"MC" cylinders). The cylinders to be refilled or exchanged are the property of The City of Cleveland and shall be refilled or exchanged with prest-o-lite style tanks.

Whenever the City supplies cylinders to the awarded vendor to be refilled, the vendor must pick up and refill those cylinders owned by the City, and return them refilled to the appropriate division.

When city owned cylinders are provided to the vendor in a timely manner, failure of the vendor to return such cylinders within the delivery time specified in the contract, shall
C-15 CITY OF CLEVELAND OWNED CYLINDERS CONT:

2015 COMMERCIAL, MEDICAL, AND SPECIALTY GASES
SECTION 181.101

SPECIFICATIONS/DESCRIPTIONS OF
PRODUCTS AND/OR SERVICES

require that the vendor provide vendor owned cylinders in lieu thereof without demurrage charges or rental fees.

Whenever city owned cylinders are in need of repair, the successful bidder will be contact the user department, and identify the needed repair and cost. If the repair is approved by the user department, the successful bidder then and only then move forward with making said repairs. The cost for repairs will be based on the hourly rate for labor and any material discount provided within the bid documents.

C-16 END OF CONTRACT FEE:

The City of Cleveland reserves the right, after the expiration of the contract, to retain any cylinders until fully depleted of gases, and which will not be refilled, for an applicable fee. The cost of which is to be shown as specified on the attached bid sheet.

The successful vendor shall submit a written report, showing the size, type and location of any cylinders that have not been returned and of which this fee applies. This report shall be sent to the Commissioner of Purchases and Supplies as requested.

C -17 SPECIAL PROVISION RELATING TO ACCEPTANCE OF DELIVERY:

Anything in paragraph B-25 to the contrary notwithstanding in the event that The execution of a contract is delayed for any reason beyond the date immediately succeeding the termination of a prior contract for the items which are the subject of this invitation to bid, the date for the acceptance of delivery of said items shall be as fixed by the Board of Control resolution making the award of contract therefore. Should such prior contract not have expired on the date of award of the present contract, then the effective date of the new contract will be the day following the expiration of the prior contract.

C-18 WELDING EQUIPMENT AND SUPPLIES:

For Group 3 - The awarded vendor shall supply the most current manufacturers' price list/catalog to the division representative upon contract award. The awarded vendor shall provide a quote upon request that includes the bid discount based upon the manufacturer's list price. If a greater discount is in effect at the time of the order, vendor is to offer the greatest discount (cost savings) at the time the order is requested.

Price list/catalog submitted must remain in effect throughout the life of the contract.

For Item 26, please quote an average discount to cover miscellaneous manufacturers not listed above. A copy of the price page showing the list price in effect at time of quotation will be required.

2015 COMMERCIAL, MEDICAL, AND SPECIALTY GASES
SECTION 181.101

SPECIFICATIONS/DESCRIPTIONS OF
PRODUCTS AND/OR SERVICES

Cylinders – City of Cleveland – Options
Vendor shall list charges for lost, purchase & buy back of Cylinders by size

ML ACETYLENE	UNIT PRICES	UNIT PRICES	UNIT PRICES
Cylinder Size	Lost	Purchase	Buy Back
B			
#3			
#4			
#5			
HIGH PRESSURE	UNIT PRICES	UNIT PRICES	UNIT PRICES
Cylinder Size	Lost	Purchase	Buy Back
80			
125			
200			
250			
300			
PROPANE	UNIT PRICES	UNIT PRICES	UNIT PRICES
Cylinder Size	Lost	Purchase	Buy Back
20			
33			
100			
MEDICAL OXYGEN	UNIT PRICES	UNIT PRICES	UNIT PRICES
Cylinder Size	Lost	Purchase	Buy Back
D - Aluminum			
M - Steel			

Cylinder Use Charges

1. End of contract fee: \$_____ (Daily rate) with number of free day's _____.

1A. \$_____ (Monthly rate)

2. Charge for next-day emergency delivery: \$_____

3. Cost of Recertification: \$_____ (City of Cleveland owned Cylinders)

4. Cost for repairs to City of Cleveland owned cylinders:

Labor rates: \$_____ per hour (Mon. – Fri. 8:00 a.m. – 5:00 p.m.)

Materials/Parts discount: - _____% off list price or
List price + _____% markup

2015 COMMERCIAL, MEDICAL, AND SPECIALTY GASES
SECTION 181.101

SPECIFICATIONS/DESCRIPTIONS OF
PRODUCTS AND/OR SERVICES

Sample of Report (Exhibit A)

PHONE 1-440-975-5766		P.O. #35612		ORDER DATE	
ITEM DESCRIPTION		QUANTITY	RECEIVED	RETURNED	BACK ORDERED
OXYGEN	OX 337				
OXYGEN (G. R.)	OX 282				
OXYGEN 12 BANK					
ACETYLENE	AC 5				
ACETYLENE (G. R.)	AC 4				
ARGON	AR 336				
ARGON CO/2 MIX	AM38225				
CARBON DIOXIDE	CD 50				
PROPANE	PR 100				
NOTE: ALL ACETYLENE CONTAINERS ARE FEMALE FISHBOWL					
NOTE: (G.R.) DENOTES GUARD RAIL					

GENERAL CONDITIONS

B-1 CONSIDERATION OF BIDS.

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

B-2 UNACCEPTABLE BIDS.

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

B-3 REJECTION OR ACCEPTANCE OF BIDS.

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

B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.

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

B-5 WITHDRAWAL OF BID.

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

B-6 TIME OF AWARD.

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

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

B-7 AWARD CONTRACT.

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

B-8 PERFORMANCE BOND.

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

B-9 RELEASE OF BOND.

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

B-10 CANCELLATION OF CONTRACT.

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

B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

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

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

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

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

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

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

B-12 DELAY FOR CAUSES BEYOND CONTROL.

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

B-13 PATENTS.

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

B-14 DELIVERY.

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

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

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

B-15 LABORATORY TEST.

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

B-16 FAILURE TO MEET SPECIFICATIONS.

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

B-17 SAFEGUARDS.

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

B-18 STATE OR FEDERAL TAXES.

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

B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.

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

B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.

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

B-21 INVOICING AND PAYMENT.

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

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

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

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

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

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-1922166. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

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

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

B-22 EQUAL OPPORTUNITY.

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

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

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

B-23 DURATION OF CONTRACT.

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

B-24 REDUCTION IN PRICES.

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

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

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

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

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

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

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

B-26 LAWS, PERMITS, AND REGULATIONS

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

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

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

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

B-28 INDEMNITY

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

B-29 WARRANTY

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

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

B-30 OHIO CAMPAIGN FINANCE LAW

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

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

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

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

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

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

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

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

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

Rev 082312 jeh
Rev 1226/13rn

SUPPLEMENTAL
NOTICE TO BIDDERS

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES
DISCLOSURE

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

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor

By: _____

Title: _____

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



MAYOR'S OFFICE OF EQUAL OPPORTUNITY

CLEVELAND AREA BUSINESS CODE

NOTICE TO BIDDERS
&
OEO SCHEDULES

City of Cleveland
Frank G. Jackson, Mayor

Natoya J. Walker Minor, Director
Office of Equal Opportunity



DIVISION OF PURCHASES & SUPPLIES

Subcontractors Notice

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

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

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

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