



**CITY OF CLEVELAND**

Mayor Justin M. Bibb

**FINANCE**

*Purchases & Supplies*

December 19, 2025

**ADDENDUM 1**

**BID TITLE: File No. 169-25 Citywide Shredding Services**

**BID DUE: Wednesday, January 7, 2026 at 12 o'clock noon (Eastern Time)**

**Attention Bidders:**

We have been requested to issue the addendum for the following:

Please ensure that a copy of this addendum is included and returned with the bid specifications furnished to you by this office, as it will have the same force and effect as if it were part of the specifications originally issued.

1. Issue new schedule of items.
2. Add a location list with estimated quantities
3. Include a copy of the current contract
4. Extend bid opening

If you have any questions regarding the attached, please contact Lauren Drake at 216-664-2627. Thank you for your prompt attention and assistance in this matter.

\_\_\_\_\_  
Signature of Potential Bidder & Name of Company

\_\_\_\_\_  
Today's Date

Thank you,

Lauren Drake, Project Director  
Purchases & Supplies

CC:  
Attachments



Addendum 1 Citywide Shredding Services Re-bid  
File No. 169-25

1. Despite the length of the ITB, which seems nothing but legal requirements, there isn't anywhere near enough information given that would enable a shredding partner to give you a meaningful quote. Although long - the City's standard terms and conditions are required to be included in every ITB. **The pricing sheet shown is confusing, given that you provide numbers like 75 and 150, but don't go into any detail.** Please be advised this is an ITB for a requirement contract with the City of Cleveland. Per Section A-14 this means that "all quantities stated in the Schedule of Items are the City's good-faith *estimates* only. In other words, the general usage by departments and divisions may (and likely will vary) depending upon the unique demands of a particular department/division at a specific time. The numbers provided in the SOL's are good-faith estimates based upon general historical usage in the past.
2. **And what type of service do you have now?** The current vendor is Shred-It. The contract is attached. **You ask for both weekly and monthly pricing, but don't give a potential partner reasons why.** The needs of each department/division are unique. Thus, they have different usage and capacity needs. **Those are quite different frequencies.** Each department/division has different and unique needs.
3. **How many locations are being serviced?** Shredding services shall be at the discretion of the ordering Department/Division. The need for shredding services will vary depending upon on needs of each department/division.
4. **How many containers are at each location?** This will vary depending upon on the unique needs of a department/division at a particular time.
5. **What size containers are being serviced at each location?** The size requirements are 96-gallon containers and/or 32-gallon containers. The specific usage by each department/division varies depending upon the unique circumstances that each location at a particular time.
6. **With what frequency is each location being serviced?** This will vary depending upon on the unique needs of a department/division.
7. **Why is the number 150 thrown out there, but also the approximate number of 75, too?** Please be advised this is an ITB for a requirement contract with the City of Cleveland. Per Section A-14 this means that "all quantities stated in the Schedule of Items are the City's good-faith *estimates* only. In other words, the general usage by departments and divisions may (and likely will vary) depending upon the unique demands of a particular department/division at a specific time. The numbers provided in the SOL's are good-faith estimates based upon general historical usage in the past.

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8. Certainly, you don't expect to have 150 total containers placed but only 75 or so charged each service. Please explain.

Please see revised SOL's.

9. Maybe I missed it, but did you specify on-site or off-site service?

The bins must be placed on-site.

10. Surprisingly, I also don't see a requirement for NAID certification. Is that missing, or is proper certification not important to the City?

Generally, the qualifications for bidders are outlined in Section C – Supplemental General Conditions.



SCHEDULE OF ITEMS

REBID 2025 Citywide Shredding Services

Buyer: Lauren Drake

Phone: 216-664-2627 Email: Ldrake@clevelandohio.gov

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
1. Cost for weekly pickups for 96 gallon locked containers (bi-weekly cost)	estimated 75	\$ _____	\$ _____
2. Cost for monthly pickups for 96 gallon locked containers (monthly cost)	estimated 75	\$ _____	\$ _____
3. Cost for weekly pickups for 36 gallon locked containers (bi-weekly cost)	estimated 75	\$ _____	\$ _____
4. Cost for monthly pickups for 36 gallon locked containers (monthly cost)	estimated 75	\$ _____	\$ _____
5. Bulk Shredding: 30,000 LBS or greater (cost per lbs)	50,000 lbs.	\$ _____	\$ _____
6. Bulk Shredding: Less than 30,000 LBS (cost per lbs)	10,000 lbs	\$ _____	\$ _____
7. Emergency on-site Shredding services (cost per lbs)	5,000 lbs	\$ _____	\$ _____
8. Emergency non-paper media secure destruction ( CDs, data tapes, hard drives and USB files)	1,000 lbs	\$ _____	\$ _____
All items are estimated quantities Term is for one year, with two (2) one year options to renew.		Grand Total	\$ _____

BIDDER MUST COMPLETE, SIGN, & DATE ALL PAGES.

Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

BUILDING	LOCATION	CONTACT	BIN TYPE: 96 or 36" console	NUMBER OF BINS	FREQUENCY OF SERVICE
DPU-IT: TASC Building	1230 Chardon Rd., Cleve., Ohio 44117	Kentitha Buehler	36	1	Monthly
DPU-IT - 1201 Lakeside Ave.	1201 Lakeside Ave., 3rd Floor, Cleve., Ohio 44114	Kentitha Buehler	36	1	Monthly
CWD - Distribution & Maint.	4600 Harvard Ave., Cleve., Ohio 44105	Shaniqua Harris	96	2	Monthly
CWD - Distribution & Maint.	4601 Harvard Ave., Cleve., Ohio 44105	Shaniqua Harris	96	2	Monthly
DPU-Fiscal Control	1201 Lakeside Ave., 2nd Floor, Cleve., Ohio 44114	Keith Cromer	96	6	bi-weekly
Crown Water Works Plant	955 Clague Rd., Westlake, Ohio 44145	Bernard Branner	36	1	Quarterly
Parma Pump Control	5953 Deering Ave., Parma Hts., Ohio 44130	Matthew Hewitt	36	1	Monthly
Garrett A. Morgan	1245 West 45th St., Cleveland, Ohio 44102	Brian Thompson	36	2	Quarterly
Division of Fire Headquarters	1645 Superior Ave room 34	216-664-6800	36"	1	Monthly
601 Lakeside (city hall)		Lamear Bostick	96	2	Monthly
75 Erieview Plaza	Suite 201, Copier and Supply Room	Adam Cisler	36	1	Bi-weekly
City Hall - 601 Lakeside Avenue	Treasury - Room 115	Natalie Banks	96	1	Once a year or as needed.
601 Lakeside City Hall	Civil Service Room 119	Lila Abrams- Fitzpatrick	36"	1	Monthly
City Hall	Room 104 Finance Admin	Rita Powell	36"	1	Bi-weekly
CPP	1300 Lakeside, Cleveland, Ohio 44114	Lisha Strickland	36	4	monthly
City Hall	601 Lakeside room 210	Stephanie Philibert	36	1	monthly
City Hall	601 Lakeside room 128	Tiffany White Johnson	96	1	monthly
Justice Center 1300 Ontario	Chief's Office/9th Floor	Sgt. Dave Grasha	36	1	Every 2 Weeks
1300 Ontario	Internal Affairs/9th	Sgt. Dave Grasha	36	1	Every 2 Weeks
1300 Ontario	Field Operations/9th	Sgt. Dave Grasha	36	1	Every 2 Weeks
1300 Ontario	Budget Unit, Policy Unit/8th	Sgt. Dave Grasha	96	1	Every 2 Weeks
1300 Ontario	Time Keeping/8th	Sgt. Dave Grasha	96	1	Every 2 Weeks
1300 Ontario	Property Unit/8th	Sgt. Dave Grasha	36	1	Every 2 Weeks

BUILDING	LOCATION	CONTACT	BIN TYPE: 96 or 36" console	NUMBER OF BINS	FREQUENCY OF SERVICE
1300 Ontario	Domestic Violence/8th	Sgt. Dave Grasha	36	1	Every 2 Weeks
1300 Ontario	Crime Scene and records/7th	Sgt. Dave Grasha	96	1	Every 2 Weeks
1300 Ontario	Academy/7th	Sgt. Dave Grasha	96	1	Every 2 Weeks
1300 Ontario	Sex Crimes/6th	Sgt. Dave Grasha	36	1	Every 2 Weeks
1300 Ontario	Time Keeping hallway across Homicide/6th	Sgt. Dave Grasha	96	1	Every 2 Weeks
1300 Ontario	Homicide/6th	Sgt. Dave Grasha	36	1	Every 2 Weeks
1300 Ontario	Record File/3rd Floor	Sgt. Dave Grasha	96	3	Every 2 Weeks
2001 Payne Ave	Public Safety Central	Sgt. Dave Grasha	96	2	Every 2 Weeks
3895 W.130	1st District	Sgt. Dave Grasha	96	1	Every 2 Weeks
3481 Fulton	2nd District	Sgt. Dave Grasha	96	1	Every 2 Weeks
4501 Chester	3rd District	Sgt. Dave Grasha	96	1	Every 2 Weeks
9333 Kinsman	4th District	Sgt. Dave Grasha	96	1	Every 2 Weeks
881 E.152	5th District	Sgt. Dave Grasha	96	1	Every 2 Weeks
205 W. St. Clair	Emergency Operations/1st Floor	Sgt. Dave Grasha	96	1	Every 2 Weeks
4781 Hinkley Industrial Pkwy	Narcotics/GIU	Sgt. Dave Grasha	96	2	Every 2 Weeks
1501 North Marginal Rd.	Employee Assistance Unit/Rm. #187	Sgt. Dave Grasha	36	1	Every 2 Weeks
601 Lakeside	Room 106	Joyce Humphrey	36	4	Bi-weekly
214	214 Bldg, Cargo Rd. Cleveland, OH 44135	Monica Drake	96	3	once a month

IV HT 1505 RC 2022-85  
(City Contract No.) MA 1505  
**AGREEMENT** RC 2022-85

ORIGINAL

Purchase

114-22

(Purchases and Supplies File No.)

THIS AGREEMENT is made on January 19, 2023 by the CITY OF CLEVELAND ("City"),  
through its Director of Finance, under the authority of Chapter  
181 of the Codified Ordinances of Cleveland, Ohio, 1976, Ordinance No. 1115-18  
passed by the Council of the City on 10/15/2018, and Board of Control  
Resolution No. 460-22, adopted 11/2/2022,  
and Stericycle, Inc., d/b/a Shred- It US JV, LLC, ("Contractor"),  
a/an Illinois Corporation doing business as  
, a sole proprietorship.

RECITALS:

1. Contractor has offered to furnish certain products and/or equipment and/or services to the City.
2. The City has accepted Contractor's offer and desires to contract with Contractor for the provision of such products and/or equipment and/or services, under the terms, conditions, and provisions of this Agreement.

In consideration of the foregoing, the payments, and their mutual promises, the City and the Contractor, each for itself, its representatives, successors, and assigns, agree as follows:  
Contractor shall furnish to the City the following products, equipment, or services:

for an estimated quantity of 2022-2025 Citywide Shredding Services, Re-bid, all items, for the various divisions of the City government, Department of Finance, for a period of one year starting upon the later of the execution of a contract or the day following the expiration of the currently effective contract, with two, one-year options to renew

, as more fully described in the Specifications, for the consideration of  
a total estimated sum, \$ 222,130.00.

The Invitation to Bid, the General Conditions, the Specifications and all addenda, the Bid, any Bond, the non-collusion affidavit, any policies of insurance, the above-cited ordinance(s), Board of Control resolution(s), and all provisions of law, City Charter, or Codified Ordinance required to be part of this Agreement, whether attached or not, are incorporated and made part of it as if fully rewritten, and constitute this Agreement. The parties have executed this Agreement as of the first date written above.

CONTRACTOR

Stericycle, Inc., d/b/a Shred- It US JV, LLC,

(Type or print legal name)

By: [Signature]

(Authorized Signature)

Michael Carroll  
(Printed Name)

Title Sales Executive

Date November 15, 2022

THE CITY OF CLEVELAND

By: Ahmed A. Abonamah  
(Printed Name)

[Signature]

Director of Finance

Date December 1, 2022

OK [Signature]



VENDOR INFORMATION FORM ✓

Please fill in:

Business Name Shred-it US JV LLC

IRS Reporting Name Stericycle, Inc.

Business Address Stericycle, Inc. 28161 N. Keith Drive

City Lake Forest State IL Zip 60045

Telephone ( 440 243-8500 Extension \_\_\_\_\_

Toll Free Number 800 697-4733

Vendor Fax Number 440-546-1962

Vendor Email Address Rachel.Schwind@stericycle.com

Ordering Address 55 Andrews Circle

City Brecksville State OH Zip 44141

Telephone ( 440 243-8500 Extension \_\_\_\_\_

Remit Address Shred-it USA 28883 Network Place

City Chicago State IL Zip 60673-1288

Telephone ( 800 697-4733 Extension \_\_\_\_\_

Contact Person: (Ordering) Michael Carroll

Remit N/A

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



MC

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

STATE OF Illinois

COUNTY OF Lake }

ss

AFFIDAVIT

Michael Carroll being first

duly sworn deposes and says:

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

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

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

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

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

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

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

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

Corporation only:

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

President Cindy Miller

Vice President Ammon Woods

Secretary

Treasurer Janet Zelenka

Cleveland Manager or Agent Michael Carroll

Attorneys Kurt Rogers

Directors: Stephen Hooley

Kay Priestly

Robert Murley

Brian Anderson

Lynn Bicil

Veronica Hagen

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

Rachel Schwind

Michael Carroll

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

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

Stericycle, Inc

(name of individual, partnership or corporation)

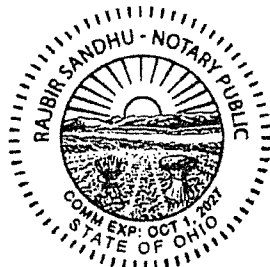
Further affiant said not.

(Sign Here)

[Signature]

Sworn to before me and subscribed in my presence this 25<sup>th</sup> day of Oct

2022



[Signature]

Notary Public

CITY OF CLEVELAND

**BID FORM**

☐ STANDARD CONTRACT BID  
☒ REQUIREMENT CONTRACT BID

TO: The Commissioner of Purchases and Supplies:

BID FOR: 2022 Citywide Shedding Services Re-Bid

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 prices therefor are set forth in the Schedule of Items hereto attached and made part of this bid) and subject to any discount set forth in this bid.

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

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

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

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

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

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

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

Sign Here By 

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

2355 Waukegan Road Bannockburn, IL 60015  
BUSINESS ADDRESS OF BIDDER

Delaware  
STATE OF INCORPORATION

# BID — SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114			BID PAGE <u>1</u> OF <u>1</u>  BIDDER MUST  COMPLETE & SIGN BELOW	
TITLE OF BID 2022-2025 Citywide Shredding Services Re-bid			NAME OF FIRM <b>Stericycle Inc.</b>	
			STREET ADDRESS <b>55 Andrews Circle</b>	
ORDINANCE NO. 181.101 (22)	PASSED	SIGNED	CITY <b>Brecksville, OH</b>	STATE <b>OH</b>
DEPARTMENT: Department of Finance		DIVISION: Purchases and Supplies	ZIP CODE <b>44141</b>	
CITY RECORD ADVERTISEMENT DATES		<input type="checkbox"/> STANDARD CONTRACT BID <input checked="" type="checkbox"/> REQUIREMENT CONTRACT BID	AUTHORIZED SIGNATURE <i>Rachel Schwind</i>	
BUYER: <b>Tiffany Johnson</b>		BID OPENING September 14, 2022	DATE <b>10/4/2022</b>	
		12:00 O'CLOCK NOON OFFICIAL TIME		

DESCRIPTION	EST. QTY.	UNIT PRICE	EXTENSION
<b>Item: Secure Document Destruction/Shredding Services</b>			
1. Cost for Weekly Pickups for 150 96-gallon locked containers (weekly cost)	52 weeks	\$17.30/console	Minimum charge per stop: \$88 (includes first 2 containers)
2. Cost for monthly pick-ups for 150 96-gallon locked containers (monthly cost)	12 months	\$25/console	Minimum charge per stop: \$88 (includes first 2 containers)
3. Bulk Shredding: 30,000 lbs. or greater (cost per lbs.)	50,000 lbs.	.10 cents/lb	
4. Bulk Shredding: Less than 30,000 lbs. (cost per lbs.)	10,000 lbs.	.10 cents/lb	
5. Emergency on-site Shredding Services cost per lbs.	5,000 lbs.	.12 cents/lb	
6. Emergency Non-Paper Media Secure Destruction (CDs, data tapes, hard drives and USB Files)	1,000 lbs.	.15 cents/lb	
All Items are approximate quantities			
Term of the contract is one year, with two options to renew for an additional one-year period.			
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.		DELIVERY (Days)	PAYMENT DISCOUNT  % Day:
		FOR PURCHASING USE ONLY	

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## 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.

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**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

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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.



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## 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.

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**B-8 PERFORMANCE BOND.**

A. City ordinances require that 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. City policy mandates a waiver or reduction in certain circumstances. For example, 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. Therefore, no Performance Bond will be required on a contract of \$100,000 or less made pursuant to this ITB; a performance bond will be required for any contract over \$100,000. If over \$100,000 but not more than \$250,000 the contract shall require a bond of twenty-five percent of the contract price. If over \$250,000 the contract shall require a bond of fifty percent.

**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 <sup>thirty (30) days</sup> ~~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 <sup>thirty (30) days</sup> ~~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. The Board of Control shall not withhold consent unreasonably

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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

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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.

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

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

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

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

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

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

**B-21 INVOICING AND PAYMENT.**

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

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

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

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

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

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

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

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

**B-22 EQUAL OPPORTUNITY.**

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

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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.

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**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



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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.

"In early 2022 the Company entered into a Deferred Prosecution Agreement with the U.S. Department of Justice and a related settlement with the U.S. Securities and Exchange Commission to resolve investigations under the Foreign Corrupt Practices Act. The underlying conduct involved certain [former] employees in Company's Latin America division and the matter is entirely unrelated to Stencycle's U.S. government contracting business."

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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.

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SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
**CITY OF CLEVELAND**  
**STANDARD SPECIFICATIONS FOR DEPARTMENT OF FINANCE 2022-2025**  
**CITYWIDE SHEDDING SERVICES Re-bid**

SECTION C-SUPPLEMENTAL GENERAL CONDITIONS  
Section 181.101 (A) 22

**C-1 SCOPE OF WORK**

The purpose of this invitation to bid is to establish one or more requirement contracts for the purchase or rental of transportation and related shredding services and equipment/supplies as required for by the Department of Finance for various divisions of City government.

The awarded Contractor shall furnish all labor, supervision, material, equipment and supplies to provide the necessary services, within the provisions of the contract.

Bidders are cautioned that the anticipated usage is an estimate only.

The term of the contract will be one year with two one-year options to renew exercisable by the Director of Finance.

**C-2 REQUIREMENTS**

- A. The work required under this contract as designated by limits of the contract shall include the furnishing of all labor materials, tools, transportation, superintendence, fuel and service necessary to provide shredding services.
- B. The Contractor shall furnish all labor, supervision, material, equipment, supplies and resources necessary to accomplish the services as described herein.

**C-3 ANNUAL SERVICES SHEDDING SERVICES**

Shredding services shall be at the discretion and direction of the ordering Department/ Division. The need for shredding services will vary depending on facility size and may include:

- A. Pick up Records Retention boxes and materials scheduled for shredding or storage, and deliver them to the requested location by the ordering Department. Location will be determined by each Division.

**C- 4 Equipment**

The awarded Contractor shall be responsible for providing all necessary equipment to accomplish shredding services to the City of Cleveland. The Contractor may not use any equipment owned by ordering Departments of the various Divisions of City government.

**C-5 Insurance & Bureau of Workman Compensation Requirements**

- A. Liability Insurance coverage must be maintained for the duration of the contract.
- B. Certificate of Insurance/Accord form must identify in the description provision box the bid number, City of Cleveland Department of Finance for various Divisions of City government.
- C. Copies of insurance certificate(s) must be filed with the Division/ Department prior to services.
- D. All policies are to be written by companies licensed to do business in the State of Ohio.

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SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
**CITY OF CLEVELAND**  
**STANDARD SPECIFICATIONS FOR DEPARTMENT OF FINANCE 2022-2025**  
**CITYWIDE SHEDDING SERVICES Re-bid**

SECTION C-SUPPLEMENTAL GENERAL CONDITIONS  
Section 181.101 (A) 22

- E. The Contractor shall be responsible for and maintain property insurance coverage, at its option and expense, to cover tools, equipment, etc., owned or rented. These items are to be included in the coverage required by this bid.
- F. Copy of current premium payment for Bureau of Workman Compensation shall be required prior to perform work on City owned properties.

**C-6 QUALIFICATIONS OF BIDDERS**

The below is required from any bidders that have not previously submitted bids for this work or from bidders that have submitted bids for this work and have not been awarded contracts by the City of Cleveland.

The bidder shall show that they have available under their direct employment supervision, the necessary organization and facilities to properly fulfill all the services and conditions required under these specifications.

Bidder shall submit with his bid a notarized statement attesting to the following:

- A. That the bidder has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least the past three years as qualified in the above section.
- B. The names of his or her employees in the areas responsible for this contract, their function in the company, title and number of years of service with the bidder's firm and years of experience in the field of s services as set forth in this agreement. The supervisors and work crews assigned to this job shall be actively employed by the contractor, and have a minimum of three years' experience.
- C. The present address of the main operating facilities of this organization.
- D. Equipment list
- E. Number of Licensed Trucks

Failure to submit the above documentation with sealed bid at the time of bid opening, may make your bid non-responsive.

**C-7 DEFINITIONS**

Director shall mean the Director of the Department of Finance or his designee.

Division Coordinator/Personnel shall mean that person designated by the Director to oversee most aspects of this contract including authorization and inspection forms, pre-approval and final acceptance of work, acceptance of substitutions, etc.

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SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
**CITY OF CLEVELAND**  
**STANDARD SPECIFICATIONS FOR DEPARTMENT OF FINANCE 2022-2025**  
**CITYWIDE SHEDDING SERVICES Re-bid**

SECTION C-SUPPLEMENTAL GENERAL CONDITIONS  
Section 181.101 (A) 22

**C-8 APPROXIMATE QUANTITIES**

All quantities are approximate. The quantities on the Bid Schedule of Items pages are not guaranteed and are understood that real quantities may be more or less.

The City reserves the right to increase or diminish the same, or to omit any one or more items, at the unit price bid, as the Director may deem desirable.

**C-9 MATHEMATICAL ERRORS**

- A. If a bidder makes any mathematical errors in the bid sheets such that some or all of the bid numbers are mathematically inconsistent with each other, the City shall correct such errors as follows. The lowest level values or unit prices shall be deemed as indicating the bidder's true intent and shall be accepted as correct. All further calculations shall then be corrected, and these corrected values shall be cascaded throughout the entire set of bid sheets and items, potentially affecting the bidder's final bid price. Calculations subject to such correction include, but are not limited to:
1. The summing of labor and material unit prices into a total unit price;
  2. The multiplication of unit price times quantity to arrive at the extension cost;
  3. The summing of individual line items into totals or subtotals;
  4. The multiplication of any subtotals or other values by contingency percentages or other factors; and
  5. The transferring of subtotals or values from one sheet or field to another.
- B. If the correction of any errors has an effect on the award of the contract, only the directly affected bidders will be notified in writing of the corrections and their affects.

**C-10 DURATION OF CONTRACT**

The proposed contract if any 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 a period of one year with two, one year options to renew, exercisable by the Director of Finance.

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**C-11 BASIS OF AWARD**

Contract if any shall be awarded to the lowest and best bidder(s) for all items as specified herein on the Bid Schedules of Items Pages.

**C-12 PRE-BID MEETING/LAST DAY FOR QUESTIONS**

- A. A pre-bid meeting will be held on the date and time as per the advertisement announcement. Bidders are cautioned that questions, clarifications, and information that may result from this meeting, could affect your bid. In addition, by City policy, this is the only opportunity for potential bidders to speak directly with Aging personnel prior to the award of the contract. Attendance at the pre-bid meeting is non-mandatory.
- B. The last day for questions is five business days before the bid opening date. All questions should be submitted in writing to the buyer's attention.

**C-13 OTHER CONTRACTS**

It is understood and agreed that the contractor shall execute his work in such a manner and in such order as will not interfere with work in progress and will permit the City to perform other work or to enter into other contracts for work and materials to be constructed or placed in, on or about the work herein described, with the least interference possible and with complete cooperation whenever it is desirable to prosecute such other work, either simultaneously with the work under this contract or otherwise. The Director shall decide all questions of priority among separate contractors.

**C-14 JOINT OCCUPANCY OF SITE**

- A. It is agreed that the contractor shall not be entitled to any damages or extra compensation from the City on account of any work performed by the City of other contractors employed by the City, that in any way affects the work under this contract provided that such work of the City and other contractors shall, in the opinion of the Director be performed in proper and expeditious or a necessary manner. The Director shall decide all questions between the contractor hereunder and any other contractors.
- B. If, in the judgment of the Director, the joint occupation of the site of the work by the City, or by two or more contractors working on different contracts at the same time, actually impeded progress on the work herein described, then the Director may extend the time for the completion of the work and in an amount which accords with and compensates for the delays so caused.

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- C. In case the contractor, by his own acts or the acts of any other person or persons in his employ or working for him or any of his subcontractors on work under this contract, shall unnecessarily delay, in the opinion of the Director, the work of the City.

**C-15 NO WAIVER OF LEGAL RIGHTS**

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

**C-16 PUBLIC LIABILITY, PROPERTY DAMAGE AND AUTOMOBILE INSURANCE**

- A. The contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, wherein the City of Cleveland is named as an additional insured, as shall protect himself, the City of Cleveland and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. An exact copy of such policy or policies shall be deposited with the City of Cleveland before the commencement of any work under the contract. The amounts of such insurance be as follows:
1. Public Liability Insurance: In an amount not less than \$500,000 for injuries, including accidental death to any one person, and subject to the same limit for each person in an amount not less than \$1,000,000.00 on account of one occurrence involving injury to more than one person, and property damage insurance in an amount not less than \$200,000.00.
- B. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required, or by separate policies of insurance in amount as follows:
1. Public Liability insurance to cover each automobile, truck, or other vehicle used in the performance of the contract in an amount not less than \$500,000.00 on account of injury or death of one person and not less than \$1,000,000.00 on account of injury or death of two or more persons.
  2. Property damage liability insurance to cover each automobile, truck or other vehicle used in the performance of the contract in an amount not less than \$200,000.00 in any occurrence.
  3. Public Liability and property damage insurance to cover the use of explosives used in the performance of this contract, in the same limits as set forth in the preceding sub-sections.

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**C-17 INSURANCE - SUPPLEMENTAL REQUIREMENTS**

- A. The contractor shall effect and maintain insurance against loss by fire, and/or tornado or windstorm, vandalism and malicious mischief in an amount equal to the bid price of the contract. This insurance shall remain in force until final acceptance by the City of all work covered by this contract. The City, the contractor and each subcontractor as their interest may respectively appear will be named as the parties insured under this policy.
- B. The contractor's specific attention is directed to the fact that he will be required to protect adjacent property during operations. Any damage to adjacent facilities or property caused by the contractor's operations or equipment will be required to be satisfactorily replaced or repaired by the contractor at his expense.

In the event the contractor cannot obtain the Public Liability and Property Damage Insurance wherein the City of Cleveland and its agents are named as additional insured, then he shall take out and maintain insurance policies separately covering the City, its agents and himself in the full amounts and coverage and subject to the provisions hereinbefore stated.

- D. The maintaining of such insurance is outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. All insurance shall be carried to the end of the contract period.
- E. Any policies or certificates provided shall contain a special provision requiring the insurer, no less than 10 days prior to material change in, cancellation, reduction, lapse or non-renewal of the insurance afforded by the policy or policies with respect to the contract involved, to give written notice by certified mail to the Director of Aging.

If the insurance company (ies) cannot or will not provide such notice, then Contractor shall notify the Director of Law, in writing, at least 30 days before it cancels or reduces any insurance required above, and immediately upon receiving notice of any cancellation or reduction of the insurance by an insurance company.

The provision may not contain language such as "endeavor to" or "failure to-give such notice shall impose no liability or obligation of any kind on the company or its representatives" or any similar language limiting or abating the above requirement.

**C-18 ACCESS TO WORK**

The Director or his designee and such representative's staff shall at all times have access to inspect the work wherever it is in preparation, progress, and the contractor shall arrange and provide proper facilities for such access and inspection to determine whether such work is being



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done in accordance with the contract requirements.

**C-19 FORMS AND PROCEDURE**

The forms to be used and the method and procedure to be followed by the contractor for the submission of schedules, bills, invoices, breakdowns and all other items required by and pertaining to the contract, shall be in accordance with the directions of the Director or his designee.

**C-20 COMPETENT PEOPLE TO BE EMPLOYED**

The contractor shall employ only competent and skillful people to do this work, and whenever the Director shall notify the contractor in writing, that any person on the work is, in his opinion, disobedient, incompetent, unfaithful, disorderly, disrespectful or otherwise unsatisfactory, the contractor, on receiving such notice shall forthwith dismiss such person and shall not again employ him or her on any part of the work without the written consent of the Director.

The contractor will make good faith efforts to hire the disabled as well as individuals who have successfully completed rehabilitation programs.

**C-21 SUBCONTRACTORS**

- A. Since this contract is made pursuant to the bid submitted by the contractor and in reliance upon the contractor's qualifications and responsibility, the contractor shall not sublet nor shall any subcontractor commence performance of any part of the work included in this contract.

**C-22 RESPONSIBILITY OF CONTRACTOR**

- A. The contractor shall be responsible for all damage to the City owned properties for those damages as a result of actions or inaction by the contractor or their employees. The contractor will be held answerable for all damages that may occur to persons, property, animals, or vehicles. The City will not insure the work nor against claims for injury to person or property arising during the prosecution of the work. The contractor shall make all efforts to conduct their work in a safe and secure manner. The contractor and his subcontractors shall be responsible to repair and make good any damage caused to any such property by reason of his operations leaving all work in approved condition at the completion of the contract.
- B. The contractor shall be responsible to keep the site clean, safe, and shall be responsible to remove rubbish and debris during operations and at the completion of the work.
- C. The contractor shall take any and all precautions necessary to protect life and property. The Director may at any time order the contractor to provide additional precautions that he deems necessary to protect life and property. In the event the

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contractor refuses or fails to pay the bills for such precautions upon presentation, without prejudice to any other remedies available to the City, the cost of the same shall be deducted from any money that may be due him on partial or final estimates as herein provided.

**C-23 PROCEDURES AND METHOD OF OPERATIONS**

If at any time before the commencement or during the process of the work, or any part of it, such methods and procedures as used or to be used appear to the Director as unsafe, insufficient or improper, he or she may order the contractor to increase their safety or efficiency or to improve their character, and the contractor shall conform to such orders; but the failure of the Director to demand any increase of such safety, efficiency, adequacy or any improvement shall not release the contractor from his obligation to secure the safe conduct and quality of the work specified.

**C-24 DEFECTIVE WORK OR MATERIALS**

If at any time before final payment for the work, any material or workmanship discovered not complying with the specifications or expectations, it shall be immediately remedied by the contractor when notified to do so by the Director, and it shall be completed at the contractor's expense.

If the contractor neglects or refuses to remedy unsatisfactory work within 5 days from the date of the notice from the Director to do so, then the Director is empowered to charge the expense thereof to the contractor. The expense so charged will be deducted and paid by the City out of such moneys as are or may become due under this agreement. If such moneys are not sufficient to meet said expense, the additional moneys shall be furnished by the contractor, and if he refuses or neglects to provide the necessary moneys they shall be provided by his surety.

**C-25 STRUCTURES ENCOUNTERED AND PROTECTION OF PROPERTY**

- A. The contractor shall, at his own expense, repair or make good any damaged caused to any such property because of his operations leaving all work in approved condition at the completion of this contract.

**C-26 PREVENTION OF WATER POLLUTION**

- A. The contractor shall comply with applicable Federal and State laws, orders and regulations concerning the control and abatement of water pollution.
- B. The contractor's activities shall be performed by methods that will prevent the entrance of accidental spillage, solid matter, contaminants, debris and other objectionable pollutants and wastes into streams, watercourses, lakes and underground water sources. Such pollutants and wastes include, but are not restricted to, refuse, garbage, cement, concrete, sewage effluent, industrial waste, radioactive substances, oil and other petroleum products, aggregate processing



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tailings, mineral salts and thermal pollution.

**C. WASTE REDUCTION - RECYCLING OF RECYCLABLE SHREDDED PAPER MATERIALS REQUIREMENT**

The City of Cleveland strongly encourages the diversion of recyclable materials from landfills by contractors. In furtherance of this goal, the contractor shall recycle those destructured records that are recyclable and must submit a quarterly report of all destruction services performed.

- a) The contractor shall submit the quarterly report electronically via email to:  
Recycling Coordinator, Orensel (Ren) Brumfield, [obrumfield@clevelandohio.gov](mailto:obrumfield@clevelandohio.gov),  
Division of Waste, Department of Public Works - Ph: 216-664-3935
- b) The quarterly report must be submitted no later than the 15th of the month following the quarter and must document the actual aggregate capacity (weight in lbs or tons) of records destructured and the actual capacity (weight in lbs or tons) of all destructured records recycled during the quarter at all City of Cleveland locations"

**C-27 DUST AND UNNECESSARY NOISE**

The movement and use of machinery and equipment and the handling of materials and conduct of the work shall be such as to avoid and eliminate unnecessary noise, dirt and dust. Roadways and areas about the site shall be maintained by the contractor to eliminate dust until completion of the job.

**C-28 REMOVAL OF RUBBISH**

The contractor shall remove all rubbish as it accumulates. Upon the completion of the work, remove all rubbish of all kinds from any grounds, which he occupied and shall leave the site and the work in a clean and neat condition.

**C-29 ACCEPTANCE OF PERFORMANCE**

It shall be understood and agreed by the parties hereto that the Director shall determine finally, the satisfactory quality of work, and material furnished under the contract.

**C-30 STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR AND MATERIALS**

The contractor shall, during the term of this contract, subscribe to, 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. A current BWC (Ohio) official certificate must be included in sealed bid package.

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**C 31 FAIR EMPLOYMENT WAGE LAW- (per Appendix B)**

Bidder must complete Appendix B and return with sealed bid submission.

**C-32 INVOICE AND BILLING**

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

Original invoice to address as shown on Delivery Order under "BILL TO:"

- Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Room 19, Cleveland, OH 44114, clearly marked "COPY".
- Any invoice issues should be addressed first to the ordering division/department.

The failure to follow above instructions 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;
- Master Agreement and Delivery Order 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, outlining services performed and date authorized by the ordering Department.
- Detailed itemization of labor and materials provided, including:
  - Date that work was performed,
  - Location address for each item of service performed,
  - 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.

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

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

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

**C-33 HIRING OR CONTRACTING WITH COMPANIES THAT EMPLOY DISABLED INDIVIDUALS**

The City of Cleveland strongly encourages the participation of contractors that employ and/or utilize the services of disabled individuals. In furtherance of this goal, please check the box that best describes your business/entity:

- ☒ Contractor employs disabled individuals and/or will utilize other businesses that employ disabled individuals in furtherance of this bid.
- ☐ Contractor does not employ disabled individuals but will utilize other businesses that employ disabled individuals in furtherance of this bid.
- ☐ Contractor does not employ and will not utilize other businesses that employ disabled individuals in furtherance of this bid.

**C-34 HIRING OR CONTRACTING WITH COMPANIES THAT EMPLOY REHABILITATED INDIVIDUALS**

The City of Cleveland strongly encourages the participation of contractors that employ and/or utilize the services of individuals who have successfully completed a rehabilitation program. In furtherance of this goal, please check the box that best describes your business/entity:

- ☒ Contractor employs ex-felons and/or will utilize other businesses that employ ex-felons in furtherance of this bid.
- ☐ Contractor does not employ ex-felons but will utilize other businesses that employ ex-felons in furtherance of this bid.
- ☐ Contractor does not employ and will not utilize other businesses that employ ex-felons in furtherance of this bid.

SUPPLEMENTAL  
NOTICE TO BIDDERS

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE


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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Stericycle, Inc  
Name of Contractor or Subcontractor  
By: Michael Carroll   
Title: Sales Executive

\*"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.



## DIVISION OF PURCHASES & SUPPLIES

### **Subcontractors Notice**

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

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

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

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



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

The Subcontractor Participation Goals for this contract are:

**0% CSB Participation**

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

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

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



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

Each Contract also shall contain the following equal opportunity clause:

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661	CONTACT NAME: Marsh   U.S. Operations	
	PHONE (A/C, No, Ext): 866-966-4664 FAX (A/C, No): 212-948-0770	
	E-MAIL ADDRESS: Chicago.CertRequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AIG Specialty Insurance Company	26883
	INSURER B : Greenwich Insurance Company	22322
	INSURER C : XL Insurance America, Inc.	24554
	INSURER D : ACE Property and Casualty Insurance Company	20699
	INSURER E : XL Specialty Insurance Company	37885
	INSURER F :	

## COVERAGES

CERTIFICATE NUMBER:

CHI-010173910-01

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EG 1932356	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAD943783305	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			XEU G71809717 003	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	RWD943548905 (AOS) RWR943549005 (AK & WI)	06/01/2022 06/01/2022	06/01/2023 06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: File No 114-22 Citywide Shredding

City of Cleveland Division of Purchases & Supplies 601 Lakeside Ave. Rm 128 Cleveland, OH 44114 included as additional insured under the General Liability policy as their interest may appear, but only to the extent such status is required by their written contract or written agreement with the Named Insured.

## CERTIFICATE HOLDER

## CANCELLATION

City of Cleveland  
Division of Purchases & Supplies  
601 Lakeside Ave. Rm 128  
Cleveland, OH 44114

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Marsh USA Inc.*

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**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

### **Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer  
01221879

STERICYCLE INC  
2355 WAUKEGAN RD  
BANNOCKBURN IL 60015-1586

Period Specified Below  
07/01/2022 to 07/01/2023



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

*Stephanie McCloud*

Administrator/CEO

You can reproduce this certificate as needed.

### **Ohio Bureau of Workers' Compensation**

#### **Required Posting**

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

**RESOLUTION No. 460-22**  
**REQUIREMENT CONTRACT**

BOARD OF CONTROL

Received 11/02/22

Approved 11/02/22

Adopted 11-2-22

*[Signature]*  
Secretary

By: Director Abonamah

BE IT RESOLVED by the BOARD of CONTROL of the CITY of CLEVELAND that the bid of

Stericycle, Inc., d/b/a Shred-It US JV, LLC,

for an estimated quantity of 2022-2025 Citywide Shredding Services, Re-bid, all items, for the various divisions of the City government, Department of Finance, for a period of one year starting upon the later of the execution of a contract or the day following expiration of the currently effective contract, with two, one-year options to renew, received on October 26, 2022, under the authority of Section 181.101(a)(22) of the Codified Ordinances of Cleveland, Ohio, 1976, which on the basis of the estimated quantity would amount to \$222,130.00, is affirmed and approved as the lowest and best bid, and the Director of Finance is requested to enter into a REQUIREMENT contract for the goods and/or services specified.

The REQUIREMENT contract shall further provide that the Contractor shall furnish all the City's requirements for such goods and/or services, whether more or less than the estimated quantity, as may be ordered under delivery orders separately certified to the contract.

Yeas: Directors Griffin, Abonamah, Keane, Interim Director Kramer, Directors Williams, Margolius, Howard, Acting Director Wackers, Directors Patton, McNamara, Martin

Nays: None

Absent: Mayor Bibb, Director Jackson

## **§ 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, 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 with other governmental agencies. The Director of Finance may sign all documents 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. 1115-18. Passed 10-15-18, eff. 10-17-18)

# CITY OF CLEVELAND BOND

## PURCHASE CONTRACT

FORM B

Surety Bond No. K4156264A

File No. 114-22

We, Stericycle, Inc., d/b/a Shred- It US JV, LLC, as principal,  
and Federal Insurance Company, as surety, are held and bound to  
the City of Cleveland in the penal sum of Fifty Five Thousand Five Hundred Thirty Two Dollars and 50/100  
dollars (\$ 55,532.50 ), for the payment of which well and truly to be made, we jointly and severally bind ourselves,  
our heirs, executors, administrators, successors, and assigns by this bond.

A condition of this obligation is that the principal did on January 19, 2023, enter into the attached contract to  
furnish and deliver to the City of Cleveland specified goods, wares, merchandise, or services, which contract is made a part  
of this bond as if fully set forth in it:

If the principal shall well and truly execute all stipulations to be executed by it under the contract, and shall fully perform all  
terms, conditions, and requirements of the specifications and contract, and shall indemnify and save harmless the City of  
Cleveland from all suits and expense over and above the expense included in the contract price for royalties or infringements  
on patents that may be involved in construction of the goods, wares, and merchandise contracted for, or of any part, and  
further shall indemnify and save harmless the City of Cleveland from all liens, charges, claims, demands, loss, costs, and  
damages of any part, and further shall indemnify and save harmless the City of Cleveland from all liens, charges, claims,  
demands, loss, costs, and damages of any kind in performance or completion of the contract, then this obligation shall be  
void, otherwise it shall be and remain in full force, it being expressly understood and agreed that the liability of the surety for  
all claims under this bond shall not exceed the above-stated penal amount of this obligation.

Any forbearance by the City of Cleveland toward the principal in respect to its neglect or failure to perform any of its  
agreements or obligations under the contract shall not in any manner operate to release or discharge the surety from its  
liability under this bond.

Signed this November 15, 2022.

Stericycle, Inc., d/b/a Shred- It US JV, LLC,  
Principal

[Signature]  
C. J. Arnold II V. R. Mense

Federal Insurance Company

Surety

[Signature]

Aaron D. Griffin, Attorney in Fact

ORIGINAL

CONTRACT NO. MA1505 RC 2022-85

THE CITY OF CLEVELAND  
WITH

Stericycle, Inc., d/b/a Shred-It US JV, LLC,

2355 Waukegan Rd., Bannockburn, IL 60015, .

FOR

for an estimated quantity of 2022-2025 Citywide Shredding Services, Re-bid, all items, for the various divisions of the City government, Department of Finance, for a period of one year starting upon the later of the execution of a contract or the day following the expiration of the currently effective contract, with two, one-year options to renew

The Approximate cost is	\$	222,130.00
Requisition Number	\$	0.00
Requisition Number	\$	0.00
Total	\$	0.00

The legal form and correctness of this contract and the bond are approved.

Mark Griffin

DIRECTOR OF LAW

Cleber O. Roman

ASSISTANT DIRECTOR OF LAW

1/19/23

File No. 114-22

CERTIFICATION

The sum of \$ 0.00

required for this contract was on

December 1, 2022 and is, at this date, in

the City Treasury or in process of collection, to the credit of

1505-01001 Fund and not

appropriated for any other purpose.

A  
Director of Finance

Date December 1, 2022

Jeffrey M. Griffin, acting  
Commissioner of Accounts

Date December 1, 2022

Entered by: W. J. C. R. D. 11-21-22  
Appropriation Clerk

Indexed by:

Jeffrey M. Griffin  
Accountant

Date December 1, 2022