



INVITATION TO BID

(This is not an order.)

Page 1 of 3

CITY OF CLEVELAND

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

Buyer: Jules Gilliam
216-664-2621
JGilliam@clevelandohio.gov

Requestor: Derek Hendrix
216-664-3922
hendrixd@cpp.org

| Procurement Folder | RFB No. | RFB Description | |
|---------------------------|------------------------------|------------------------------|------------------------------|
| 157679 | RFB 2004 202600000000034 | Snow Removal Services - 2026 | |
| RFB Closing Date/Time | | Department/Division | Public Bid Opening Date/Time |
| February 19, 2026 3:00 PM | | 2004 | February 19, 2026 3:00 PM |
| SCHEDULE OF EVENTS | | | |
| Event Description | | | Event Date |
| Group/Line# | Commodity Description | Item Quantity/UOM | Service Dates |
| 1 / 1 | Snow Removal Services - 2026 | | From To |

Labor and Materials to Provide Snow Removal Services for Cleveland Public Power.

Please See Attachments for Detailed Specifications, Bid Schedule of Item Pages, Wage Theft & Payroll Fraud Disclosure Form, Insurance and Workman's Compensation Requirements

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

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

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

*****Purchase Order Not to Exceed \$30,000.00*****

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

*****QUANTITIES IN THE BID SCHEDULE OF ITEMS ARE FOR BIDDING PURPOSES ONLY!*****

*****CPP WILL Instruct Whomever Is Awarded this Bid on the Amount of Time We Need A Specific Location Plowed and/or Salted!

*****Vendor MUST Submit M.S.D.S. & Product Information for the Ice Melt that Will Be Used*****

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

| Ship To: | Vendor Response | |
|--|-----------------|--|
| | Contract Amount | |
| CPP - Administration CPP - Administration 1300 Lakeside Ave Cleveland, OH 44114 | \$ | |

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



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TERMS OF DELIVERY

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

EVALUATION CRITERIA

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

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

Shipping/Freight Charges

ALL CHARGES FOR SHIPPING MUST BE INCLUDED WITHIN THE UNIT PRICE OF EACH QUOTE UNLESS OTHERWISE DESIGNATED BY A SEPARATE LINE ITEM WITH A SPECIFIED DOLLAR AMOUNT INCLUSIVE OF ALL SHIPPING CHARGES.

NO FREIGHT CHARGES WILL BE CONSIDERED NOR PROCESSED FOR PAYMENT UNLESS APART OF THE ORIGINAL QUOTE SUBMITTED PRIOR TO BID AWARD.

Call Buyer Only

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

MSDS required

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

No Price increase

This Purchase Order does not permit price increases.

Missing information

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



INVITATION TO BID

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Page 3 of 3

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| RFB Closing Date/Time | | Department/Division | Public Bid Opening Date/Time |
| February 19, 2026 3:00 PM | | 2004 | February 19, 2026 3:00 PM |

BIDDER MUST COMPLETE & SIGN BELOW

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

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

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

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

Bidder's Instructions

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

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

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

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

The bid must be submitted to: CityofClevelandbids@clevelandohio.gov

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

The bid documents must include:

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

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

TERMS AND CONDITIONS

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

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

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

CHECK WHICHEVER IS APPLICABLE:

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

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

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

Name of Contractor or Subcontractor
By: _____
Title: _____

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



WAGE THEFT AND PAYROLL FRAUD DISCLOSURE

SUMMARY:

Bidders on certain City contracts, recipients of Assistance, and any of their prospective subcontractors must disclose any wage theft or payroll fraud violations over the last three years. Unless they receive a waiver from the City's Fair Wage Employment Board, violators are placed on the City's Adverse Determination List, which prevents them from entering into new contracts with or receiving Assistance from the City. This disclosure requirement and the waiver process are set forth in Chapter 190 of the Codified Ordinances of Cleveland, Ohio, 1976 ("Chapter 190").

INSTRUCTIONS:

Pursuant to Chapter 190, the information requested on this document must be provided by any person or entity bidding on or making a proposal for a Construction or Improvement Contract or a Service Contract, or applying for Assistance, and any of their prospective subcontractors.

Any person or entity that is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract.

DEFINITIONS:

"Adverse Determination" means a final action or adjudication that the person or entity in question has committed Wage Theft or Payroll Fraud and is further defined in Chapter 190.

"Assistance" means any form of City financial assistance, except for financial assistance provided for the development, rehabilitation or other means of providing residential housing. Assistance includes but is not limited to: grants; economic development loans; tax credits, incentives and abatements; subsidies; and bonds. Assistance does not include financial assistance which is received from another government or other entity with the City acting only as a conduit or fiscal agent for the funds, where the City exercises no control over the identity of any recipient or of the terms of the contract. Community Development Block Grant Funds are not considered conduit funds and, to the extent they otherwise qualify, are included as Assistance.

"Construction or Improvement Contract" means any contract entered into pursuant to Chapter 167 or Chapter 185 of the Codified Ordinances.

"Payroll Fraud" means concealing an entity's true payroll tax liability or other financial liability to a government agency from government licensing, regulatory or taxing agencies through misclassification of employees, failure to report or underreported



payment of wages, or executing a cash transaction while failing to maintain proper records of reporting and withholding.

“Service Contract” means any contract or subcontract between a person, business or corporation and the City of Cleveland that primarily involves the furnishing of services to the City (as opposed to the purchase of goods or other property or the leasing of property), and shall be limited to the following categories of services: food service, janitorial, security services, parking lot attendants, home health care, health care aides, waste management, automotive repair services, landscaping, towing contracts, building and maintenance services, carpentry, clerical services, urban forestry, housekeeping, street maintenance and repair, and sidewalk maintenance and repair. This includes services performed on City-owned premises including the following City-owned locations: airports, parking lots, municipal parks, recreational facilities, and City-owned buildings. Contracts that are primarily for the purchase of goods or other property are not considered Service Contracts.

“Wage Theft” means a violation of the Ohio Prompt Pay Statute, RC 4113.15; the Ohio Minimum Fair Wage Standards Act, RC Chapter 4111; Oh. Const. Art. II, Sec. 34a; RC Chapters 4109 or 4115; RC 4113.17, 4113.18, 4113.52 or 4113.61; or a violation of any substantially equivalent federal or state law; as any of these laws may be amended or superseded.

CHECK WHICHEVER IS APPLICABLE:

(A) The undersigned person or entity HAS NOT had any Adverse Determinations within the last three (3) years.

(B) The undersigned person or entity HAS had any Adverse Determinations within the last three (3) years.

If (B) is checked, then in an attachment(s) to this form, please disclose all Adverse Determinations within the last three (3) years.

Name of Person or Entity: _____

Signature: _____

Printed Name of Signatory: _____

Title of Signatory: _____

Date: _____

INSURANCE REQUIREMENTS

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

AMOUNT OF INSURANCE

- A) Comprehensive General Liability:
Bodily injury or Property Damage -- \$1,000,000
each occurrence and general aggregate
- B) Automobile and Truck Liability:
Bodily Injury or Property Damage -- \$1,000,000
each occurrence and general aggregate

Comprehensive General Liability coverage and Automobile and Truck Liability coverage may be met with a combination of coverage including excess and umbrella liability coverage. Coverage must also explicitly cover all containers and other equipment used in the performance of this contract.

TYPES OF INSURANCE FOR CONTRACTOR

Purchase and maintain the following types of insurance:

- A) Full Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project. This insurance shall be the amount of \$500,000 for each accident illness or disease or such other amount that may be required by the most current laws of the State of Ohio, whichever is greater.
- B) Comprehensive General Liability Insurance covering bodily injuries and property damage shall also include coverage for:
 - 1) Injury to or destruction of wires, pipes, conduits, and similar property located below the surface of the ground, whether public or private;
 - 2) Collapse of or structural injury to any building or structure except those on which work under this Contract is being performed;
 - 3) Contractual liabilities related to bodily injury and property damage.
- C) Automobile and Truck Liability covering bodily injury and property damage covering the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the prosecution of the work under this Contract.
- D) Product and Completed Operations coverage to be included in the amounts specified above for Comprehensive General Liability.

EVIDENCE OF INSURANCE

The Contractor shall submit all required insurance certificates to the City at the time of execution of the Contract. No work may start until the Seller has provided the requisite proof of insurance. The City is to be included on each policy as an additional insured. The Seller shall notify the City in writing at least 30 days before it cancels or reduces its insurance policy or coverage and immediately upon the Company's receipt of notice from an insurance policy of any cancellation or reduction of the coverage or policy. A copy of the Liability Insurance and the contractor's current workman's compensation certificate must be submitted to the Office of the Director of the originating department or its' designee before any services can be performed under this contract. Failure to comply will result in the cancellation of the purchase order.

| | |
|----------------------|-------------------------|
| BIDDER MUST | COMPLETE AND SIGN BELOW |
| NAME OF FIRM | |
| STREET ADDRESS | |
| AUTHORIZED SIGNATURE | |
| DATE | |

SCHEDULE OF ITEMS

SNOW REMOVAL SERVICES

| DESCRIPTION | QUANTITY | UNIT PRICE | EXTENSION |
|--|----------|------------|-----------|
| Group A - Snow Removal and Salt | | | |
| 1. Ansel Road - 10003 Hough Avenue | 5 | \$ | |
| 2. Broadview - 2109 Broadview | 5 | \$ | |
| 3. Clinton - 1455 W 65th Street | 5 | \$ | |
| 4. Collinwood -13935 Aspinwall | 5 | \$ | |
| 5. Collinwood - 13715 Aspinwall | 5 | \$ | |
| 6. Denison - 3323 W 73rd Street | 5 | \$ | |
| 7. Division - 4601 Crescent Avenue | 5 | \$ | |
| 8. East 79th - 7614 Woodland Avenue | 5 | \$ | |
| 9. East Industrial - 4444 Lee Road | 5 | \$ | |
| 10. East Side Service Center - 743 E 140th St. | 25 | \$ | |
| 11. Eglindale - 3483 Scranton Road | 5 | \$ | |
| 12. Five Points - 910 E 153rd Street | 5 | \$ | |
| 13. Hayden - 13620 St Clair Avenue | 5 | \$ | |
| 14. Henninger - 3310 Henninger | 5 | \$ | |
| 15. London Road - 16108 Holmes Avenue | 5 | \$ | |
| 16. Meter Bureau - 1735 St Clair Avenue | 25 | \$ | |
| 17. Memphis 5702 - Memphis Avenue | 5 | \$ | |
| 18. Neff - 957 E 185th Street | 5 | \$ | |
| 19. Northeast - 1383 Lakeview | 5 | \$ | |
| 20. Nottingham - 1302 Chardon Road | 5 | \$ | |
| 21. Parkgrove - 290 E 156th Street | 5 | \$ | |
| 22. Scranton - 1508 University Road | 5 | \$ | |
| 23. Southeast - 3860 E 91st Street | 5 | \$ | |
| 24. Tampa - 4459 W 35th Street | 5 | \$ | |
| 25. Waterloo - 17200 South Marginal Road | 5 | \$ | |
| 26. West Side Service Center 2490 W 41st Street | 5 | \$ | |
| 27. Western - 11202 Western Avenue | 5 | \$ | |
| 28. Windsor - 5299 Chester | 5 | \$ | |
| 29. West 41st Service Center - 2490 W 41st Street | 25 | \$ | |
| 30. Main Office - Parking Lot - 1300 Lakeside Ave. | 25 | \$ | |
| 31. Main Office - Sidewalks and Entrance Doors | 25 | \$ | |
| 32. Lake Rd 4901 - North Marginal Road | 25 | \$ | |

BIDDER MUST COMPLETE AND SIGN BELOW

NAME OF FIRM

STREET ADDRESS

AUTHORIZED SIGNATURE

DATE

| DESCRIPTION | QUANTITY | UNIT PRICE | EXTENSION |
|--|----------|------------|-----------|
| Group B - Salted For Icy Conditions Only | | | |
| 33. Ansel Road - 10003 Hough Avenue | 5 | \$ | |
| 34. Broadview - 2109 Broadview | 5 | \$ | |
| 35. Clinton - 1455 W 65th Street | 5 | \$ | |
| 36. Collinwood - 1401 13935 Aspinwall | 5 | \$ | |
| 37. Denison - 3323 W 73rd Street | 5 | \$ | |
| 38. East Side Service Center - 743 E 140th Street | 20 | \$ | |
| 39. Eglindale - 3483 Scranton Road | 5 | \$ | |
| 40. Five Points - 910 E 153rd Street | 5 | \$ | |
| 41. Hayden - 13620 St Clair Avenue | 5 | \$ | |
| 42. Henninger - 3310 Henninger | 5 | \$ | |
| 43. London Road - 16108 Holmes Avenue | 5 | \$ | |
| 44. Meter Bureau - 1735 St Clair Avenue | 20 | \$ | |
| 45. Memphis - 5702 Memphis Avenue | 5 | \$ | |
| 46. Neff - 957 E 185th Street | 5 | \$ | |
| 47. Parkgrove - 290 E 156th Street | 5 | \$ | |
| 48. Scranton - 1508 University Road | 5 | \$ | |
| 49. Tampa - 4459 West 35th Street | 5 | \$ | |
| 50. Waterloo - 17200 South Marginal Road | 5 | \$ | |
| 51. Western - 11202 Western Avenue | 5 | \$ | |
| 52. Windsor - 5299 Chester Avenue | 5 | \$ | |
| 53. Main Office - Parking Lot - 1300 Lakeside Ave. | 20 | \$ | |
| 54. West 41st Service Center - 2490 West 41st Street | 20 | \$ | |
| 55. Lake Rd - 4901 North Marginal Road | 20 | \$ | |

BIDDER MUST COMPLETE AND SIGN BELOW

NAME OF FIRM

STREET ADDRESS

AUTHORIZED SIGNATURE

DATE

| DESCRIPTION | QUANTITY | UNIT PRICE | EXTENSION |
|---|----------|------------|-----------|
| Group C - Ice Melt Only | | | |
| 56. Collinwood - 13715 Aspinwall | 5 | | |
| 57. Division - 4601 Crescent Avenue | 5 | | |
| 58. East - 2306 Woodhill Road | 5 | | |
| 59. East Industrial - 4369 East 156th Street | 5 | | |
| 60. Northeast - 1383 Lakeview | 5 | | |
| 61. Nottingham - 1302 Chardon Road | 5 | | |
| 62. Southeast - 3860 East 91st Street | 5 | | |
| 63. Main Office - 1300 Lakeside Avenue Sidewalks and Entrance Doors only | 50 | | |
| TOTAL AMOUNT | | | |
| | | | |

DETAILED SPECIFICATIONS SNOW REMOVAL SERVICES

C-1 SCOPE OF SERVICES

Labor and materials for a seasonal contract starting November through April for snow removal and salting of various substations sidewalks, door entrances, aprons, parking lots and driveways. Snow removal is to be maintained when snow accumulations exceed two (2) inches. Salting is to be performed if icy conditions occur or if there is ice when snow is removed. All work will be done to Cleveland Public Power's complete satisfaction. Vendor is to show proof of insurance and liability for all employees. Substation locations are on the attached list. All pricing is to reflect individual application. Cleveland Public Power (CPP) is not looking for a seasonal one time price.

Note: Some substations cannot be salted; said substations can use ice melt products or an approved equal. CPP reserves the right to determine what will be considered an "approved equal".

C-2 PRIORITY REMOVAL AND SALTING LOCATIONS

The following locations must have snow removal and be salted by 6:30 a.m.

- 1300 Lakeside Avenue (main office sidewalks and parking lot) 25,500 S.F.
- 1735 S. Clair Avenue (sidewalk and parking lot) 15,100 S.F.
- 2490 West 41st Street (main yard, driveway and parking lots) 17,400 S.F.
- 743 East 140th Street (driveway and parking lots) 77,400 S.F.
(8,575 S.F. rear gate to Darley and 12,450 S.F. from E 140th to main gate)
- 5251 N. Marginal (parking lots, driveways, and yard) 25,500 S.F.

C-3 BIDDING REQUIREMENT

Bidders must bid on all locations and sign the entire Bid – Schedule of Items pages.

C-4 SITE VISIT

Vendors desiring to visit any of the sites listed can do so by contacting John Egan at (216) 857-7076.

C-5 SECURITY

The only locations where the contractor will have to plow within the fence will be: 1300 Lakeside Avenue, 1735 St. Clair Avenue (Meter Lab), 743 East 140th Street (Eastside Service Center), 2490 West 41st Street (Westside Service Center), and 5251 N. Marginal Road (Lake Road Substation). No plowing should be necessary at any substation locations; if a need arises to plow within any restricted area, it would only be allowed with an authorized CPP representative escorting the contractor.

**DETAILED SPECIFICATIONS
SNOW REMOVAL SERVICES**

C-6 SUBSTATION LOCATIONS AND OFFICE BUILDINGS

CPP reserves the right to add or delete from this list of locations. If CPP adds a location to this list a price will have to be negotiated and mutually agreed upon.

| | |
|-------------------------------------|---|
| ANSEL ROAD | 10003 Hough Avenue |
| BROADVIEW | 2109 Broadview |
| CLINTON | 1455 West 65 th Street |
| COLLINWOOD | Station and Turbine Yard, E. 140 th and Aspinwall |
| CPP MAIN OFFICE 25,000 S.F. | 1300 Lakeside Avenue |
| DENISON | 3323 West 73 rd Street |
| EAST 79 TH STREET | 7614 Woodland Avenue |
| EASTSIDE SERVICE CENTER 77,000 S.F. | 743 East 140 th Street RR |
| EGLINDALE | 3483 Scranton Road |
| FIVE POINTS | 910 East 153 rd Street |
| HAYDEN | 13620 St. Clair Avenue |
| HENNIGER | 3310 Henniger Road |
| LAKE ROAD | 4901 North Marginal |
| LONDON ROAD | 16108 Holmes Avenue |
| MEMPHIS | 5701 Memphis Avenue |
| METER BUREAU 15,000 S.F. | 1735 St. Clair (2 lots) |
| NEFF | 957 East 185 th Street |
| PARKGROVE | 290 East 156 th Street |
| SCRANTON | 1508 University Road |
| TAMPA | 4459 West 35 th Street |
| WATERLOO | 17200 South Marginal Road |
| WESTERN | 11202 Western Avenue |
| WINDSOR | 5299 Chester |
| WEST 41 ST 77,400 S.F. | 2490 West 41 st Employee Parking Lots, Driveways and Turbine Area, Main Yard |

DETAILED SPECIFICATIONS SNOW REMOVAL SERVICES

C-7 138 KV SUBSTATIONS

Lot sizes estimated at 20' x 50'.

| | |
|-----------------|------------------------------------|
| COLLINWOOD | 13715 Aspinwall |
| DIVISION | 4601 Crescent Avenue |
| EAST | 2306 Woodhill Avenue |
| EAST INDUSTRIAL | 4369 East 156 th Street |
| NORTHEAST | 1383 Lakeview |
| NOTTINGHAM | 1302 Chardon Road |
| SOUTHEAST | 3860 East 91 st Street |

All the above substations snow removal must be done carefully because of stone base. Also, vendor must use ice melt at above substations and CPP's main office at 1300 Lakeside Avenue.

C-8 ICE MELT REQUIREMENTS

The ice melt shall contain CMA (Calcium Magnesium Acetate). CMA is to be an essential ingredient. The product is patented to contain the equivalent of 20% CMA. CMA has proven to be a more effective corrosion inhibitor and provides greater protections against concrete spalling. In any case should the ice melt submitted for use in the opinion of the Director of Public Utilities or his designee, be unfit for the use for which it is intended, the vendor shall replace the ice melt with ice melt that in all regards meets the above mentioned criteria.

Salt (sodium chloride), chloride, potassium chloride and magnesium chloride based ice-melting compound is not acceptable.

C-9 MATHEMATICAL ERRORS

If the bidder makes any mathematical error(s), the City will correct those errors as follows:

The Unit price for labor and materials stated on the bid sheet by the Contractor shall be accepted as being correct. The actual sum of these figures and the extension based upon quantity shall then govern. The unofficial total shall be revised accordingly. The City also reserves the right to correct any mathematical errors in the summation of the bid item extensions.

Where subtotals or totals are transferred from one sheet to another sheet, the City reserves the right to correct any errors made in transferring (recopying) the figures, as the intent to the bid form is that those figures be the same. If the correction of any errors has an effect on the award of the bids, only the directly affected bidders will be notified in writing of the changes.

DETAILED SPECIFICATIONS SNOW REMOVAL SERVICES

C-10 WORK JURISDICTION

Cleveland Public Power reserves the right to utilize the Department of Public Utilities to perform any and all work associated with this contract.