



# INVITATION TO BID

(This is not an order.)

## CITY OF CLEVELAND

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

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

**Requestor:** Courtney Newman  
 216-443-2481  
 cnewman@cpp.org

Procurement Folder	RFB No.	RFB Description	
157624	RFB 2001 202600000000048	Generator Maintenance & Repairs at Radio Sites - February 26	
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
February 26, 2026 3:00 PM		2001	February 26, 2026 3:00 PM

### SCHEDULE OF EVENTS

Event Description			Event Date	
Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 1	Generator Maintenance & Repairs at Radio Sites - February 26		From 2026-03-02 To 2027-03-01	

\*\*\*\*\*PLEASE SEE ATTACHMENTS FOR ADDITIONAL DETAILS & SPECIFICATIONS\*\*\*\*\*

\*\*\*\*\*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 \$49,999.99\*\*\*\*\*

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

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

Ship To:
Radio Comm-Radio Repair OFF. RADIO COMM-RADIO REPAIR 4600 HARVARD AVE Cleveland, OH 44105

Vendor Response		
	Contract Amount	
	\$	

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

### 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.



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### 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.



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### BIDDER MUST COMPLETE & SIGN BELOW

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

**PLEASE NOTE: Bids received after the Closing Date, Closing Time or sent to any other email address not identified in the Bidders Instructions cannot be considered.**

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

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

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.
- Wage Theft Form.

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: \_\_\_\_\_

## Section A: Preventative Maintenance (PM)

The following list is the minimum requirements that the ORC has outlined for the vendor to perform during the PM. It in no way should be considered a limitation on the vendor to perform what the vendor feels is necessary to ensure proper operation. This PM will be based on one per year for the purpose of this contract, however depending on the runtime on the unit it may be necessary to perform additional PMs. Generators considered part of this bid are listed in the Appendix A and are listed by size and location.

- a. The PM should include at minimum, but not be limited to: oil, oil filter and fuel filter change.
- b. Functional system test inspection, including a full load transfer.
- c. Basic Oil Testing Kit with Lab analysis including PPM Spectro analysis and 21 element analysis.
- d. Basic Antifreeze Testing Kit with Lab analysis to include Boiling Point, Freezing Point, Reserve Alkalinity, Specific Gravity and PH Range.
- e. Check the condition and accuracy of all gauges. Submit findings in report.
- f. Visually inspect the control panel: Check for loose, broken or damaged wiring or components.
- g. Perform Walk-Around Inspection: Inspect engine, radiator, and generator assemblies for debris, loose or broken fittings, hoses or wires and guards, repair as needed.
- h. Wipe down engine, clean as needed.
- i. Verify output voltage of each phase and measure that the unit is putting out the correct A.C. frequency.
- j. Review all errors in the error log and determine if there are any necessary actions, repairs, or service that may be needed to correct the errors.
- k. Test the battery to ensure proper operation.
- l. Verify proper operation of all mechanical assemblies, including the throttle body, and block heater as many of these units have failed in the past.

**Vendor shall provide a summary of its PM procedures, and what the PM includes as part of this bid.**

## **Section B: General Charges**

**Item 1: Service Charges:** Vendor shall quote in this line any minimum charges that will be part of any service. This shall include any travel fees, minimum hours, or any other type of miscellaneous charge that vendor includes on all invoices. This line will not apply to the PM which shall already include any such fees as part of the quote in Section 1.

**Item 2: Commercial Hourly Labor Charge (Monday-Friday 8 a.m. to 5 p.m.):** Vendor shall quote their hourly rate during normal business hours.

**Item 3: After Hours Labor Charge:** Vendor shall quote the labor charge if the work is performed outside of the hours listed in Item 2

**Item 4: Overtime:** If applicable vendor shall quote any labor rate that should be considered overtime for the vendor. This rate shall only apply, if applicable, to a job that would continue past normal operating hours if desired by the ORC to complete the job should it take longer than the allotted time.

**Item 5: Fees:** Vendor shall provide a list of all applicable fees that may apply to this bid. Some fees that may apply are shop fees, disposal fees, electrical service fees and environmental fees. Any fee not listed in this section will be considered not a part of this bid and will not be considered for payment under this bid.

**Item 6: Warranty for Work:** Services performed and all work by employees and contractors shall be guaranteed for a period of 90-days. Additional fees will not be assessed for work not done satisfactorily.

**Item 7: Warranty for Parts:** Parts will be guaranteed for the time period provided by the manufacturer.

## **Section C – Parts & Shipping**

**Item 1: Parts:** Vendor shall include any discount/markup in a percentage value in this section based on the catalog list price, or if applicable TRA-SER. Vendor is required to provide a catalog sheet, original invoice, or any other form of documentation to prove that the discount/markup is being applied in accordance with this section.

**Item 2: Shipping:** Vendor shall quote any shipping rates associated with the cost of getting the parts delivered to the job site. It is the desire of the ORC to have all shipping included in the cost of the parts when quoted. The ORC understands that in some cases parts may be required to be shipped and cannot be included if this applies vendor shall provide a quoted shipping rate and explain the calculation in this section.

## 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.

## General Considerations

**Call outs:** These emergency generators support the Greater Cleveland Regional Communications Network. Having the generators in a ready response mode is critical; therefore considerations will be given to local vendors wishing to perform this work. It is expected that any perspective vendors be able to respond within 2 hours, any time of the day. Vendor shall provide an emergency contact number as well as a daily contact number as part of this bid. Vendors unable to provide this service will not be considered for this bid.

**Purchase Order Terms:** This bid will result in a single Purchase Order good for one year from issuance. It will only be used explicitly for these specific generators listed and will not allow vendor to perform work on any other non-listed generators. It shall be noted that while this Purchase order covers labor and materials in Sections B & C that the only work guaranteed under this Purchase Order is listed in Section A; all other sections will be on an as needed basis. Any work provided under Sections B & C will require a written quote and documentation related to parts to be provided before work will be authorized by the ORC to be performed.

# Bid Schedule of Items

## Section A: Preventative Maintenance

Item #	Manufacturer	Model	KW	Quantity	Unit Price	Extension
1	Cummings	GGHH57536	100	1	\$	\$
2	Kohler	KG80	80	1	\$	\$
3	Generac	SG070	70	1	\$	\$
4	Generac	SG070	70	1	\$	\$
5	Generac	SG070	70	1	\$	\$
6	Generac	SG070	70	1	\$	\$
7	Generac	SG070	70	1	\$	\$
8	Generac	SG050	50	1	\$	\$
9	Generac	SG050	50	1	\$	\$
10	Generac	SG050	50	1	\$	\$
11	Generac	SG050	50	1	\$	\$
12	Generac	SG050	50	1	\$	\$
13	Generac	SG050	50	1	\$	\$

Total of Items 1 – 12: \$ \_\_\_\_\_

## Section B: General Charges

### Item 1: Service Charges

Description	Cost
_____	_____
_____	_____
_____	_____

Item 2: Labor Charge: \$ \_\_\_\_\_

Item 3: After Hours labor Charge: \$ \_\_\_\_\_

Item 5: Overtime: \$ \_\_\_\_\_

### Item 4: Fees

Description	Cost
_____	_____
_____	_____
_____	_____

## Section C: Parts & Shipping

Item 1: Parts Markup % \_\_\_\_\_ or Discount % \_\_\_\_\_

Item 2: Rate \$ \_\_\_\_\_, explanation of how shipping is calculated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Parts List

#### 50kw Models

#### Unit Price

0E4394	Actuator Bosch 40, Governor	\$ _____
084918L	Heater Block 1500w 120v	\$ _____
0D2244M	Assembly Magpickup (3/8-24 Male)	\$ _____
0J6392	Upper Radiator Hose	\$ _____
0J6391	Lower Radiator Hose	\$ _____

#### 70kw Models

0E4392	Actuator Bosch 60, Governor	\$ _____
084918G	Heater Block 1500w 120v	\$ _____
065386	Hose Cool 5/8 ID 100R6	\$ _____
0D3521	Upper Radiator Hose	\$ _____
0D3520	Lower Radiator Hose Dealer	\$ _____

#### 80kw Models

GM16537	Thermostat	\$ _____
25 583 22-S	Throttle Body Assembly	\$ _____
GM77944-k41	Heater Block 120V/1500W	\$ _____
GM22939	Upper Radiator Hose	\$ _____
GM14098	Lower Radiator Hose	\$ _____

100kw Models

Unit Price

333-0588-03	Block Heater 120v	\$ _____
503-1554	Lower Radiator Hose	\$ _____
130-5362-02	Upper Radiator Hose	\$ _____
503-0386	Heater Hose (Block Heater)	\$ _____
150-2769-03	Governor	\$ _____

# Current Generators-Addendum 'A'

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## **100kw Units**

1-Justice Center  
1215 West 3rd  
Cleveland, OH 44113  
Model # Cummings GGHH57536  
Serial # C060893205

## **80kw Units**

2-Schaaf  
721 W. Schaaf Road  
Cleveland, OH 44109  
Model # Kohler KG80  
Serial # 33MYGMMR0010

## **70kw Units**

3-Embassy  
3775 Park East Dr.  
Beachwood, OH 44122  
Model # Generac SG070  
Serial # 2114228

4-Baldwin  
2502 Martin Luther King Blvd.  
Cleveland, Ohio 44104  
Model # Generac SG070  
Serial # 2114203

5-First District  
3895 W 130<sup>th</sup>  
Cleveland, OH 44113  
Model # Generac SG070  
Serial # 2114205

6-Nottingham  
1300 Chardon Road  
Cleveland, OH 44117  
Model # Generac SG070  
Serial # 2114227

7- Blossom  
4460 Oakes Road  
Brecksville, OH 44141  
Model # Generac SG070  
Serial # 2114048

## **50kw Units**

8-North Royalton  
9621 York Alpha Drive  
North Royalton, OH 44133  
Model # Generac SG050  
Serial # 2115687

9-Chagrin  
7580 Chagrin Road  
Chagrin Falls, OH 44022  
Model # Generac SG050  
Serial # 2115924

10-Strongsville  
18900 Boston Road  
Strongsville, OH 44136  
Model # Generac SG050  
Serial # 2116556

11-Walton Hills  
6800 Dunham Road  
Walton Hills 44146  
Model # Generac SG050  
Serial # 2115085

12-Hunting Valley  
38251 Fairmount Blvd  
Chagrin Falls, OH 44022  
Model # Generac SG050  
Serial # 8375318

13-Roman Park  
28000 Ranney Parkway  
Westlake, OH 44145  
Model # Generac SG050  
Serial # 8348733