



# 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:** Enrique Gonzalez  
 216-664-3585  
 egonzalez@clevelandwpc.com

Procurement Folder	RFB No.	RFB Description	
159068	RFB 2001 202600000000183	Catering Services for Wednesday, May 20, 2026	
RFB Closing Date/Time		Department/Division	Public Bid Opening Date/Time
May 07, 2026 3:00 PM		2001	May 07, 2026 3:00 PM

### SCHEDULE OF EVENTS

Event Description			Event Date	
Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount
1 / 1	BREAKFAST Employee Recognition National Public Work Week	125.00000 / EA		

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

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

\*\*\*\*\*PLEASE NOTE: Unit Costs MUST Include: Shipping & Handling and ANY Applicable Costs\*\*\*\*\*

**Requirements:**

- 1.Caterer must be in business for at least one year in order to submit a bid and must be able to provide service as described in the attached specifications.
- 2.Vendor must provide a copy of a valid vendor license or permit from the State of Ohio per section 5739.17 of the Revised Code.
- 3.Caterer must own and operate from a legal, local business address and accommodate a site visit of their facility where catering services will be performed, if requested, prior to any award.
- 4.Indemnification and insurance
  - a.Caterer must present a copy of current liability insurance at the time of bid submission, and vendor shall keep that insurance effective during the event period.
- 5.Caterer 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 expense, including attorney fees, arising occurring, or allegedly arising or occurring from personal injury, including death, property damage, including third parties and employees of any party, as a results of neglect or intentional act of omission by caterer or its agents, employees, subcontractors, or supplies, in performing works or services or furnishing labor and materials under the contract, if any.
- 6.All invoices shall be typed clearly, and submitted as specifically requested by the Department of Public Utilities.
- 7.The City of Cleveland is not subject to sales taxes per Section 5739.01 (b) (1) O.R.C. Therefore; invoices must not charge sales tax.

Ship To:
Water Pollution Control Water Pollution Control 12302 Kirby Ave Cleveland, OH 44108

Vendor Response		
Unit Price	Extension	Delivery Days
\$	\$	Day(s)



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Group/Line#	Commodity Description	Item Quantity/ UOM	Service Dates	Catalog Discount
1 / 2	LUNCH Employee Recognition National Public Work Week	220.00000 / EA		

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  - a. Caterer must present a copy of current liability insurance at the time of bid submission, and vendor shall keep that insurance effective during the event period.
5. Caterer 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 expense, including attorney fees, arising occurring, or allegedly arising or occurring from personal injury, including death, property damage, including third parties and employees of any party, as a results of neglect or intentional act of omission by caterer or its agents, employees, subcontractors, or supplies, in performing works or services or furnishing labor and materials under the contract, if any.
6. All invoices shall be typed clearly, and submitted as specifically requested by the Department of Public Utilities.
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Group/Line#	Commodity Description	Item Quantity/UOM	Service Dates	Catalog Discount				
1 / 3	Delivery Charges for Breakfast & Lunch (If Applicable)		From To					
Delivery Charges for Breakfast & Lunch (If Applicable)								
<b>Ship To:</b> Water Pollution Control Water Pollution Control 12302 Kirby Ave Cleveland, OH 44108		<b>Vendor Response</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 60%;"></th> <th>Contract Amount</th> </tr> <tr> <td></td> <td style="text-align: center;">\$</td> </tr> </table>				Contract Amount		\$
	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.

### 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.



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

**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.

**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.

**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.

## 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: \_\_\_\_\_

Event Date: Wednesday, May 20, 2026

Event Location: Cleveland Water Pollution Control (WPC), 12302 Kirby Ave., Cleveland, OH

Cleveland Water Pollution Control is requesting bids for Employee Recognition breakfast and lunch services for the upcoming National Public Works & Safety Week Open House. The event is on Wednesday, May 20, 2026.

Please provide quotes for the following services-a continental breakfast and a boxed/bagged lunch.

**Continental Breakfast for 125 people:**

**Breakfast delivered and setup by 7:45 a.m.**

- Large & small muffins
- Bagels (split in half)
- Fresh sliced fruit (no bagged fruit)
- Assortment of juices (orange, apple, cranberry, etc...)
- Coffee (with plain and French vanilla creamer, sugar, and sugar substitutes)
- Tea bags
- - Pats of butter
- Cream cheese
- Three (3) sliced lemons
- 2 gallons of water (in water jugs with spigots, no bottled water)

**Boxed or bagged Lunches for 220 people:**

**Lunch delivered and setup by 11: 30 a.m.**

- Assortment of six-inch Sub sandwiches on wheat and Italian bread
- Assortment of Signature Sandwiches on 6 "
- Italian and Wheat Sub Roll
- Crisp leaf lettuce, red onion, sliced Roma tomatoes. A variety of
- 
- Smoked turkey breast& American cheese... 20 on Italian & 20 on Wheat
- Smoked turkey breast & Swiss cheese ... 20 on Italian & 20 on Wheat
- Hickory smoked ham & Swiss Cheese ... 20 on Italian & 20 on Wheat
- Roast beef& Cheddar cheese... 20 on Italian & 20 on Wheat
- Chicken Salad ... 20 on Italian & 20 on Wheat
- -Tuna Salad ... 5 on Italian & 5 on Wheat
- Vegetarian.. 5 on Italian & 5 on Wheat
- 

Assorted Soda-  
Assorted Soft Drinks: 12packs

Canned Iced Tea 2 packs  
12 diet ginger ale 1 pack  
12 diet Pepsi 2packs  
Coke 5 packs  
Diet Coke 4 packs  
Sprite 5 packs  
Ginger Ale 1 pack

At least 1/2 to be Delivered Cold  
2 Gallons of Water in Clear Dispenser - No bottled